

# Hiring Terms and Conditions for Halesowen Cultural Centre (H/DYCA)

Revised September 2022

## 1. INTERPRETATION

1.1. The owner of Halesowen Cultural Centre, H/DYCA, is referred to as "H/DYCA".

## 2. APPLICATIONS FOR HIRE

2.1. All applications must be made in writing on the appropriate application form. H/DYCA reserves the right to refuse any application without stating its reason for doing so.

### 2.1.1. Applications will not be considered:

2.1.1.1. From persons under 18 years of age; or

2.1.1.2. If made otherwise than upon the official application form

2.2. Applications must be completed and returned within 10 days or the date to be hired may be given to someone else. No public announcement of any sessions, classes meetings or events shall be made until the application for the venue has been accepted on behalf of H/DYCA by notice in writing.

2.3. If H/DYCA accepts the application the person signing the application form shall be deemed to be the hirer and, as such, the person responsible to H/DYCA for the full payment of the hiring fees and the observance of these Conditions and Regulations.

2.4. Where H/DYCA is not familiar with the organisation/individual, references/identification may be requested prior to approval of venue hire.

## 3. CHARGES

3.1. Charges for hiring shall be in accordance with the current scale of charges and any amendments made by H/DYCA to such scale.

## 4. SUB-LETTING

4.1. The Hirer shall not sub-let the venue under no circumstances.

## 5. CANCELLATION AND POSTPONEMENT OF HIRING

5.1. H/DYCA shall be entitled to cancel the hiring: -

- 5.1.1. If at any time prior to the commencement of the session, class, conference meeting or event it shall appear to H/DYCA that the Hirer has made a material omission from or misstatement in the application form.
- 5.1.2. If, at any time prior to the commencement of the session ,class , conference meeting or event or other details of particulars referred to the terms and conditions have not been supplied or, if supplied, have not been approved by H/DYCA.
- 5.1.3. If any sum or deposit payable is not paid by the hirer by the date upon which it is due.
- 5.1.4. In the event of H/DYCA themselves requiring the venue on the date on which it has been hired in connection with an occasion of National Rejoicing or Mourning or for a purpose which, in the opinion of H/DYCA, is of Civic or National Importance by giving the hirer Notice of Cancellation; or
- 5.1.5. In the event of the venue being required on the date upon which it has been let to the Hirer for the purpose of Parliamentary or Local Elections, by giving to the Hirer such notice of cancellation as H/DYCA considers reasonable in the circumstances.
- 5.1.6. In the event of the individual, organisation or activities infringing the law or licensing regulations.
- 5.1.7. In the event of unforeseen circumstances whereby venue booked is not available for a session, class, meeting or event, H/DYCA will seek to re-locate the session, class, meeting or event to alternative, suitable venue.

5.2. The Hirer may, with the consent of H/DYCA, surrender or postpone the hiring PROVIDED that any request is made in writing and delivered to the Chairperson accompanied by the balance of the charges payable in respect of the hiring.

## 6. Damage, Loss and Accident

- 6.1. The Hirer shall pay to H/DYCA the amount incurred by H/DYCA in making any damage to, or loss of, the building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to H/DYCA arising directly or indirectly out of the hiring of the venue.
- 6.2. Unless due to the negligence of H/DYCA or breach of statutory duty by H/DYCA, the Hirer shall be responsible for their visitors / invitees to the session, class, meeting or event including their safety and well-being whilst attending the session, class, conference meeting or event. It is, therefore, the responsibility of the Hirer by way of indemnity to effect insurance against all claims, costs or demands in respect of personal injury and / or loss or theft of and / or damage to property howsoever suffered or incurred by any person or



company whatsoever which may arise out of the hiring of the venue to the value of £5,000,000. H/DYCA may require such insurance to be effected and to the production of evidence of the same. Failure to comply shall result in the cancellation of the hiring.

- 6.3. The Hirer shall indemnify H/DYCA against all actions, claims, costs, demands and the like made against H/DYCA and attributable either directly or indirectly to the hiring of the venue on the Terms, Conditions and Regulations herein contained.
- 6.4. The hirer must have Public Liability Insurance in place, H/DYCA reserves a right to see documentation for insurance purposes.

## **7. MUSIC**

- 7.1 Due to the cultural nature of Halesowen Cultural Centre music is not permitted inside the centre.

## **8. MAINTENANCE OF GOOD ORDER**

- 8.1. The Hirer shall, at all times, be responsible for the maintenance of good order during the function, shall provide security attendants and stewards as requested by H/DYCA and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the venue, and that no-one trespasses on parts of the centre not hired by the Hirer. Upon the instructions of the Chairperson or Management Committee Member, the Hirer shall remove or to be asked to remove any persons from the venue hired. H/DYCA is not required to provide such supervision in any manner whatsoever.

## **9. PARKING OF VEHICLES**

- 9.1. Under no circumstances will H/DYCA accept any responsibility for loss of, or damage to, any car or other vehicle which in connection with the session, class, meeting or event is brought or left within the centres car park. The Hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of H/DYCA's officers in regard to parking of vehicles are strictly observed.

## **10. REFRESHMENTS**

- 10.1. Catering is permitted on the premises, it is the hirers responsibility to ensure that the provider has all the necessary hygiene certificates and insurance.
- 10.2. Pork Produce will not be allowed or served at the centre.

## **11. PROVISION OF ALCOHOLIC BEVERAGES**

- 11.1. No alcoholic beverages shall be consumed on or brought onto the premises.

## 12. TYPES OF HIRE

- 12.1. **Regular Hire** – This applies to at least 26 weeks (6 months) or more by the same group throughout the year in the same space. (Regular Hirers will be sent an invoice on a monthly basis in arrears).
- 12.2. **Casual Hire** – This applies to groups or individuals who hire on a short term irregular basis only, for example running a class, training session or for individual use. This is based on 26 Weeks or less. (Casual hirers will be sent an invoice prior to their booking. Payment must be paid prior to hire date).
- 12.3. **One Off / Special Event Hire** – This applies to groups or individuals who hire on a one-off basis. For example, a function event or an event such as conferences. Advance bookings are required to ensure the centre will be available for use.
- 12.4. **Political Parties Hire** – Approval for the use of Halesowen Cultural Centre by political parties shall be determined by the nature of the occasion. **Public meetings such as rallies will not be permitted.**

## 13. SMOKING & ILLEGAL SUBSTANCES

- 13.1. Smoking is not permitted in any part of the premises.
- 13.2. No drugs or illegal substances are to be consumed on or brought into the premises. Anyone found to be using illegal substances or conducting illicit activities will be removed from the centre, lose their deposit and be referred to Police.

## 14. EMPLOYMENT OF SECURITY GUARDS AND STEWARDS

- 14.1. The Hirer shall, at his own expense, pay for the attendance of sufficient security guards at the function where, in the opinion of H/DYCA, such attendance is desirable.

## 15. PROHIBITIONS

- 15.1. All hiring's are subject to the following prohibition:
  - 15.1.1. No alterations or additions shall be made by the hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangement of the venue without the written express consent of H/DYCA.

## 16. RIGHT OF ENTRY

- 16.1. Any duly authorised Officials of H/DYCA on duty shall at all times have free ingress and egress to and from the rooms.

## 17. PREVENTION OF USE OF VENUE THROUGH STRIKES ETC

- 17.1. H/DYCA will not be responsible for any loss or damage suffered by the Hirer in the event of the venue not being available by reason accident, war, civil commotion, force major, strike, lockout or other like cause. H/DYCA may, however, in such event, without admitting any legal obligation to do so, return the deposit paid by the Hirer, for that particular session. The decision of H/DYCA as to whether the venue is not available within the meaning of this clause shall be final and binding on the hirer. No responsibility will be accepted, or compensation paid by H/DYCA in the event of loss or damage suffered by the Hirer on account of a failure of the lighting or other equipment in the venue.

## 18. SAFETY

- 18.1.1. In the event of fire ,the premises shall be evacuated in an orderly manner using appropriate exits
- 18.1.2. Fire extinguishers are located in the all the corridors upstairs and downstairs.
- 18.1.3. The fire escapes are illuminated and signposted-please meet at the Fire Assembly point at the rear of the car park.
- 18.1.4. The centres Health and Safety File is kept in the main office.

## 19. EXTRA FIRE RISKS

- 19.1. In the event of H/DYCA's insurance company requiring H/DYCA to pay an additional premium in respect of fire insurance because of special fire risks created by or in connection with the function, the Hirer shall in addition to the charges otherwise payable by him pay H/DYCA, before the function begins, a sum equal to the amount of the additional premium.
- 19.2. The use of inflammable materials / items is prohibited.

## 20. LOTTERIES AND GAMING

- 20.1. The Hirer shall not, in any circumstances: -
- 20.1.1. Hold or permit to be held in any part of the venue for any form of lottery or gambling.
- 20.1.2. Use or permit the venue or any part thereof to be used for the purpose of gaming.

## 21. FIRST AID

- 21.1. H/DYCA would recommend for your event that you have a qualified first aider present during hired sessions or that you contact the local St John's Ambulance or Red Cross and arrange for first aid cover, as necessary.
- 21.2. A first aid box is located in the kitchen, Reception and ground floor by the lift.
- 21.3. The hirer must report all accidents involving injury to the public to the management office as soon as possible and complete the relevant section in the centres accident book.

## 22. PORTABLE ELECTRICAL APPLIANCE TESTING (P.A.T.)

- 22.1. It is a legal requirement (Electricity at Work Act 1989) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment you bring into the venue must be tested in accordance with and comply with the Act and any regulations made therein. If you hire any equipment from a hire company, then it is the hirer's responsibility to obtain the relevant certificate. H/DYCA reserves the right to inspect these certificates and also the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition.

## 23. EQUAL OPPORTUNITIES POLICY STATEMENT

- 23.1. H/DYCA has a positive Equal Opportunities Policy. The aim of the policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified.
- 23.2. H/DYCA wishes all Hirers to apply these principles to all events and activities which they may organise in the Community Centre and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. H/DYCA encourages Hirers to respond to any special needs experienced by particular groups.

## 24. ANIMALS

- 7.2 Due to the cultural nature of Halesowen Cultural Centre animals are not permitted inside the centre, although can be kept outside in a secure kennel at owners risk ,H/DYCA Accept no liability for loss/ damage .H/DYCA has a right to refuse entry.

## 25. HIRE CHARGES AND TIMES

25.1. **Hire times:** Monday – Sunday 9am – 10pm: -

Room	Maximum Capacity	Charges
<b>Conference Hall</b>	60 Delegates Without table. 28 Delegates With table.	£25 p/h
<b>I.T Room</b>	16 Delegates Without table. 10 Delegates With table for IT 10 computers to use + laptops	£20 p/h as a class IT use as class £30 p/h
<b>Room 2 (Classroom)</b>	20 Delegates Without Table. 16 Delegates With table.	£15 p/h
<b>Room 3 (Classroom)</b>	10 Delegates Without table. 9 Delegates With table.	£10 p/h
<b>Room 4 (Boardroom)</b>	14 Delegates Without table. 12 Delegates With table.	£15 p/h
<b>Meeting Room (1 to 1)</b>	4 Delegates Without table. 3 Delegates With table.	£8 p/h
<b>Kitchen</b>	<b>Ask for Details</b>	

25.2. Note: An additional Fixed charge of £20 for weekend sessions will be applied.

## 26. STANDARD TERMS OF HIRE FOR THE CENTRE

26.1. The following conditions form part of the agreement between H/DYCA and any external organisation / individual hiring venue at the Centre. Failure to observe these conditions may lead H/DYCA to request that the hirer or the hirer's guests leave the premises without refund of the hire charge.

26.2. To confirm a booking, a deposit of £250 and 50% of the booking cost is required. Full payment should then be received no later than 14 days before the session, class, meeting or event .

26.3. The deposit will be held against any damages sustained as a consequence of the hire. The exact amount will be determined by H/DYCA and confirmed to you at the time of booking.

- 26.4. In the event of a cancellation, which at all times should be received in writing, the hirer is liable to pay the following cancellation charges: -
- At least 21 days' notice – No cancellation Charge.
  - 8 to 20 day's notice, 50% of the hire cost.
  - 4 to 7 day's notice – 75% of the Hire Charge.
  - 3 days or less – 100%
- 26.5. The hirer is responsible for all aspects of the hire, supervision and management of the event, including: -
- Safe and orderly vacation of the centre of all guests within the specified hire period.
  - Leaving the centre in a clean and safe condition.
  - All rubbish should be disposed in the relevant bins.
  - Safe removal of all and any equipment that has been brought in by the hirer.
  - All electrical equipment brought onto the premises must have been PAT tested and evidence of such may be requested at any time.
  - No alcoholic beverages to be sold, bought or consumed on the premises.
- 26.6. Hire of kitchens and/or the service of food is dependent upon the persons undertaking such work being able to prove adequate training and competence to do so and can if H/DYCA requests such, provide evidence of training and understanding of current food hygiene legislation and working practises.
- 26.7. Kitchen facilities will not be included in the hiring agreement unless permitted by H/DYCA to be used.
- 26.8. The technical installation, lighting, sound, control rooms, and all stage equipment is strictly out of bounds to hirers.
- 26.9. The Management Committee cannot accept responsibility for damage to or loss or theft of Centre user's property.
- 26.10. Hire of rooms on Bank Holidays and are charged at the Sunday rates. Hire of the centre on Christmas Eve/Day and New Year's Eve/Day will not be available.

**Customers are reminded that a full list of the terms and conditions of hire will be sent to them and will form part of the booking contract.**