

Standard Terms and Conditions of Hire

Implemented: 01/08/2025

Last Review: 01/08/2025

Next Review: 01/08/2026

Room Hire – Bourne

Poole Communities Trust is a small local charity. Our vision is 'Connecting people and building communities'. Our Bourne Community Hub and Branksome Community Centre offer their communities a warm and friendly place to meet up, enjoy activities, access much needed services, and build friendships. Poole Communities Trust reserves the right to review existing long-term bookings and new enquiries so that we can balance the range of activities and services on offer as well as maintain slots for local people to hold small events /celebrations.

1. Room Hire Costs

Prices are as agreed and are subject to change at any time. Once a booking has been requested and approved, the price in force at that time will be honoured. Bookings are not considered confirmed unless payment has been received. Free WIFI is included in the price. Refreshments are available at an additional cost. A £50 returnable deposit is required for all children's parties or events.

2. Discounts

20% - for charities, Bourne and Branksome based startup up groups for the first 6 months, or block bookings of 6 months or more.

3. The Hirer

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

4. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- · Supervision of the premises and its contents;
- · The care and safety from damage of the premises and its contents; and
- · The behaviour of all persons using the premises;
- · Ensuring no confetti or glitter is used and only 'white tack' is used to display or fix items temporarily to the walls of the hired space. The Hirer shall

make good or pay for all damage (including accidental damage) to the premises, and its fixtures, fittings or contents, and for any loss of contents.

5. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Room Hire Booking Form.

The Hirer shall not:

- Sub-let the premises.
 - Allow the premises to be used for any unlawful purpose or in any unlawful way;
 - Allow the consumption of alcohol without the prior permission from PCT.
- The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority or otherwise.

6. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Licensable activities

The Hirer shall ensure that PCT holds a PRS for Music License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant license or that PCT holds it.

8. Public safety compliance

The Hirer shall also comply with PCT's health and safety and fire risk policies. The Hirer acknowledges they are responsible for following the fire safety instructions displayed within the premises on the following matters:

- The action to be taken in event of fire, including evacuation points
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- The method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

9. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

10. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to PCT.

11. Health and hygiene

The Hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation.

13. Insurance and indemnity

a) The Hirer shall be liable for:

- i. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises and its contents as a result of the use of the premises by the Hirer;
- ii. All claims, losses, damages and costs made against or incurred by PCT, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and,
- iii. All claims, losses, damages and costs made against or incurred by PCT, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

- b) PCT shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, at its discretion, insure the liabilities described in sub-clauses (a) (ii) and (iii) above.
- c) PCT shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify PCT and its employees, volunteers, agents and invitees against the difference between the amount of the liability and the monies received under the insurance policy, including any insurance excess.
- d) The Hirer shall take out appropriate public liability and other insurances against the liabilities described in sub-clauses (a) (ii) and (iii) above and on demand shall produce the policy and current receipt or other evidence of cover to PCT. Failure to produce such policy and evidence of cover will render the hiring void and enable the PCT to rehire the premises to another hirer.
- e) PCT is insured against any claims arising out of its own negligence.

14. Accidents and dangerous occurrences

The Hirer must report to PCT the details of all accidents involving injury to the public as soon as possible and complete the relevant section in the PCT's accident book. PCT will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour shall not be permitted on the premises. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly must be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by PCT. No animals whatsoever are to enter kitchen areas at any time.

17. Compliance with safeguarding and subsequent legislation

The Hirer shall ensure that any regulated activities (for children and adults) comply with Safeguarding and other relevant legislation. The Hirer will also ensure that any appropriate Disclosure and Barring Service (DBS) Checks have been obtained. The Hirer shall provide PCT with a copy of their DBS Check and Safeguarding (Children and/or Adult) Policy on request. PCT reserves the right to refuse or cancel a booking if the Hirer's safeguarding policy and working practice do not meet PCT standards.

18. Equalities

Users of the Hub/ Community Centre must comply with the Equality Act 2010 and guidance of the Equality and Human Rights Commission. Hirers must ensure that sessions are open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, political, religious, or other opinions. The Hirer shall promote a supportive and welcoming environment in which all participants are treated with respect and dignity and in which no form of intimidation, harassment or discrimination is tolerated. The Hirer shall provide on request a copy of their Equality/Diversity /Inclusion Policy. PCT reserves the right to refuse or cancel a booking if the Hirer's Equality/ Diversity/ Inclusion policy and working practice do not meet PCT standards.

19. Short notice hire

Where possible Poole Communities Trust will aim to accommodate short notice bookings. (any booking within the next 30 days). However, these bookings will not be accepted unless the full room hire is paid at point of booking.

20. Cancellation

If the Hirer cancels the booking less than 30 days before the hire, and PCT is unable to conclude a replacement booking, room hire charges will not be refunded.

If the Hirer cancels the booking giving at least 30 days' notice, PCT will refund any charges for unused sessions and deposit paid.

PCT reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- PCT reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- The premises becoming unfit for the use intended by the Hirer.
- An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit and charges already paid for unused sessions, but PCT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of hire

The Hirer shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise PCT shall be at liberty to make an additional charge. If hiring room(s) for a children's party or event, then the hirer is required to clean the rooms, take rubbish away with them and complete the end of hire checklist. Failure to clean satisfactorily may result in the deposit being retained by PCT.

22. Stored equipment

PCT accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. The Hirer is responsible for insuring their own equipment.

All equipment and other property (other than stored equipment which has been pre-arranged with PCT) must be removed at the end of each hiring, or fees will be charged for at the discretion of PCT until the same is removed.

Failure by the Hirer to remove property and equipment brought on to the premises for the purposes of the hiring, and to pay any charges in respect of stored equipment due, may result in PCT disposing of any such items by sale or otherwise on such terms and

conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling (or otherwise disposing of) the same.

23. Refusal to hire premises

PCT retains the right to refuse any application for the use of its premises and facilities if the use presents a risk of public disorder, a risk to national security, a risk of alienating the PCT's beneficiaries or supporters or the hirer has inadequate safeguarding or inclusion policies. PCT is funded by several charitable organisations who do not fund the practice of religion, or activities that actively promote religion or belief systems. Therefore, PCT does not hire rooms for religious purposes. We would consider applications to hire rooms by faith groups if the activity on offer is not exclusive to those who practice that religion and does not include any faith-based elements. For example, a support group for older people which did not include prayers.

Unfortunately, we cannot accept any bookings for parties for either adults or teenagers.

24. No tenancy rights

This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

25. Hirer's provision of monitoring information

PCT is funded by a range of grant making organisations that require monitoring information on use of our facilities by residents. Organisations who hire the Hub to provide services or classes are required to provide PCT on a quarterly basis with the numbers of users/ attendees at their sessions that live in the target postcodes of BH12 4.

Room Hire Booking Form

CONFIRMATION OF AGREEMENT TO TERMS AND CONDITIONS

Organisation (if not a private booking)	
Address	
Postcode	
Tel	
E mail	
Date and time of booking (this must include set up and pack up time)	
For multiple bookings please state any dates when you do not wish to hire room(s) e.g. school holidays, Bank Holidays etc.	
Any requests re furniture	
Purpose of booking	

I have read these Terms and Conditions and agree they form part of our agreement.

SignedDated.....

PCT Checklist

Safeguarding • Policy of booking organisation received (if required) • Written confirmation of DBS in place (if required)	Signed Date
Public Liability Insurance • Policy of booking organisation received and checked	Signed Date
Equality /Diversity/Inclusion • Policy of booking organisation received and checked (if required)	Signed Date
Furniture arrangements made	Signed Date
Refreshment arrangement made	Signed Date
Key /vault form signed by hirer. (if required)	Signed Date
Fire safety and evacuation procedure explained to the hirer.	Signed Date