**Hire of the Community Room in Workington Town Council Community Centre, Princess Street, Workington.**

**TERMS AND CONDITIONS**

This agreement constituting the room hire booking form and these terms and conditions is made between the Hirer and the Venue (Workington Town Council Community Centre). The parties agree that the hiring will be carried out in accordance with this agreement.

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.

**HIRE COSTS**

The Community room is available for use during office hours from 9am – 5pm, Monday to Friday. The room is not available in the evenings or at weekends

A booking form and agreement to the terms and conditions of hire must be completed by the prospective hirer, providing details of:

* the event,
* number of people that will be attending, and
* evidence of appropriate insurance/licenses.

Should the booking fall under one of the following categories, the room will be free of charge to hire;

* Workington Town Council meetings or events
* Registered charities
* Community groups organising free events/activities to benefit the wider community and are open to the public
* Public health services benefitting the wider community

If your booking does not fit within one of the above categories, there is a room hire charge of £15 an hour, payable 4 weeks prior to the start of your booking.

No shows will be charged a £15 administration fee, whether they pay the room hire charge or not.

**HIRE OF ROOM**

* Please be aware that all setting up and setting down time i.e. catering, room layout, equipment etc. must be incorporated into your hire time.
* If you arrive prior to the time you have the room booked, you may be denied access. The community room is used by many other groups, including Council staff for breaks and meetings.
* Arrangements for access to the room will be made shortly before your hire – please contact office@workingtontowncouncil.gov.uk or call 01900 702986 a few days before the event.
* You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.
* Please leave the centre clean and tidy. In particular we ask you to ensure tabletops and touchpoints are wiped clean.
* Consideration for others: please ask your guests to leave quietly at the close of your event. Car doors banging and loud talking is a disturbance for local residents.
* The use of speakers and microphones is not permitted.
* Block bookings can be made for no more than 3 months at a time
* All users are reminded that Workington Town Council staff are located next to the community room and are carrying out their roles. Users should therefore be mindful of noise.
* WTC staff are not responsible for changing the layout of the room or otherwise being involved in your booking. As the organiser you are responsible for your booking, for those attending and any room layout requirements.
* The room should not be hired out to third parties without prior consent from the Council.

**PROVISION OF FOOD/BUFFETS**

* If you are preparing or bringing food into the centre for your booking, please read and follow the advice given in the Food Standards Agency Catering from Home Safely booklet. This is available online.
* The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The community kitchen has a refrigerator with thermometer available for community use.
* A Level 2 Food Hygiene and Safety for Catering certificate will be needed so that you can work safely, comply with the law, minimise contamination and ensure the food handled is safe for consumers to eat. A copy of this certificate should be sent to office@workingtontowncouncil.gov.uk prior to the use of the centre.

**FIRE PRECAUTIONS**

* While you have use of the centre you will be expected to inform your guests of any fire evacuation procedures. Council staff will always be in the building for the duration of your booking and will take charge of any evacuations.
* Exits are through the main entrance/exit door.
* THESE EXITS MUST BE KEPT CLEAR AT ALL TIMES.
* If the building must be evacuated you should leave quickly, closing the doors behind you to contain the fire. You must inform centre staff and/or call the fire service yourself.

**LIABILITY AND INSURANCE**

Hirers Liability Insurance:

* Liability insurance for public use of the Workington Town Council Community Centre. Underwritten by Zurich Insurance. This insurance does not specifically cover Public Liability for Hire of the centre for private events, including the use of equipment e.g. Bouncy Castles. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.
* The Hirer must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified.
* The Council will not be liable for the death of or injury to any person attending the activity which is the subject of the hire, or any losses, claims, demands, actions, proceedings, damages, expenses or other liability incurred by the hirer except where any of the above is due solely to the negligence of the Council, their staff or agents.
* The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the hirer or by any other person.
* The Hirer will indemnify the Council against all such liabilities as mentioned in point A and B above and undertake to maintain a policy of public liability insurance to cover such indemnity.
* The hirer shall not hire the room out to third parties without prior written consent from the Council and the third party will need to provide a copy of their own PLI or the Council will assume that the hirer takes on responsibility for the third party insurance.

**EQUIPMENT**

* No furnishings or equipment will be hired out or loaned outside of the building without prior agreement or arrangement with the Council. Any electrical equipment brought into the centre must be appropriately PAT tested. Appropriate risk assessments and supervision must be considered and applied.
* Start/Finish Time: Please consider the expected start/finish time of your event. Any set up or breakdown of equipment must be allowed for within the duration of the time hired.
* The Hirer shall not use sound amplification equipment.
* Stored equipment: No equipment or belongings should be kept or stored on the Council’s premises. This is to reduce the risk of damage or loss. All equipment/ food / personal items should be removed at the time of departure. The Council accepts no responsibility for any equipment brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

**ACCIDENTS AND DANGEROUS OCCURRENCES**

* Any failure of equipment belonging to the Council or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Town Council as soon as possible and complete the relevant section in the Council’s accident book.

**Smoking or VAPING**

* Smoking/vaping is not permitted in any part of the centre. During an event, it is the organiser who is responsible for ensuring those attending do not smoke.
* Enforcement officers can issue a £200 fine to the organiser and a £50 fine to everyone committing the offence.
* There is a designated smoking area at the front of the building and an area where cigarettes can be distinguished safely.
* Smoking should not take place directly at the front or back doors of the building.

**Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate DBS checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Town Council with a copy of DBS checks and Child Protection Policy on request.

The hirer shall comply with the Council’s safeguarding children and safeguarding adults at risk policies at all times.

**Animals**

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

**PARKING**

There is no public parking available on site. Parking is reserved for Workington Town Council staff.

There is ample on street parking, which is part of the town’s disc zone.

Parking discs are available from the Community Centre upon request.

**End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents removed from their usual positions properly replaced.

The centre has no telephone. Please ensure you have a mobile phone in good working order with you.

Hirers should be aware that only the centre and adjoining patio may be reserved exclusively for private use; the Park is a public facility.

**FAULTS / DAMAGE / COMMENTS**

Please report any faults or damage to 01900 702986 or office@workingtontowncouncil.gov.uk as soon as possible so that they can be rectified quickly. The Council welcome comments or observations that you may have about your hire of the centre.