

Marcham Centre Standard Conditions of Hire

Meaning of Terms

For the purposes of these Conditions of Hire, the terms:

HIRER shall mean an individual HIRER or, where the HIRER is an organisation, the authorised representative.

PREMISES is the Marcham Village Hall, MUGA, Recreation Ground and the associated parking areas, paths, surrounds etc., also described as MarchamCentre.

MCG (Marcham Community Group) is the organisation which runs MarchamCentre

An Event is a booking or activity that takes place within the Marcham Centre, the Multi-User Games Area (MUGA) or the field around the Marcham Centre.

If the HIRER is in doubt as to the meaning of any Terms used in these Conditions, they should consult with whoever is arranging the Hire on behalf of MCG.

Currency of Conditions during Covid Pandemic

These conditions will be current for the period of the Covid Pandemic. For clarity any reference to Government Regulations:

1. Means those current at the date of the Event
2. Includes Government Guidelines or advice setting out best practice with regard to Covid.

You should refer to the Government web-site to see are the what current (or future) Regulations.

MCG reserves the right to change (or cancel) a booking should Government Regulations alter in the period between booking and Event.

It is the policy that MCG will adopt the Government Regulations with regard to Covid. By making a booking, a HIRER undertakes to run their Event in such a way that it conforms with the Government Regulations current at the time of the Event.

The HIRER will be responsible for ensuring that anyone attending their event records their presence in accordance with the Government Regulations at the time of the Event.

Purpose and Acceptance of Conditions

Set out below are the Conditions for the Hire of Facilities at the Marcham Centre from MCG. These Conditions form part of the Booking Arrangements and should be read in conjunction with the text on the invoice. Matters relating to charging, deposits, cancellation etc. are set out in Appendix 1.

By making any payment for your Booking the HIRER will be deemed as having accepted these Terms and Conditions. Details of Payments are in Appendix 1

These Terms and Conditions will apply to any further Bookings that the HIRER makes with MCG and will apply to all recurring Bookings. If, at any stage, we need to update these Conditions, HIRERS will be notified and will be deemed to have accepted the updated Conditions when they make a further payment.

Reasons for these Conditions

We have set out these Conditions to reflect the fact that you, the HIRER, know the purpose of your Hire, the capabilities of the people that will be attending your Hire and whether the facilities you are Hiring are fit for the purpose of your Hire. We, as providers of the facilities, do not know those details. Therefore, only you, The HIRER, can take responsibility for what happens during the Hiring.

Use of PREMISES

The HIRER shall not use the PREMISES for any purpose other than that described in the hiring agreement and shall not sub-hire or use the PREMISES or allow the PREMISES to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the PREMISES anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission from MCG.

Supervision

The HIRER will, during the period of the hiring, be responsible for supervision of the part of the PREMISES being hired, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the PREMISES whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The HIRER is responsible for ensuring that they understand Emergency Procedures a copy of which is available in the Lobby.

Use of Trading Company

MCG reserves the right to use Marcham Community Trading Ltd (a wholly owned subsidiary) to meet some or all of its obligations in this Hire agreement. MCG is responsible for ensuring that Marcham Community Trading Ltd carries out any obligations passed to Marcham Community Trading Ltd.

Licences

MCG has licensed the PREMISES for the following licensable activities: the performances of plays; films; indoor sports; and other events, to include fitness and dance classes; the playing of live and recorded music; and the supply of alcohol. Details of the Alcohol conditions are below.

In addition, MCG has licensed the premises with PPL PRS Ltd (Music Licence) to enable the playing or performance of music in public in accordance with The Copyright, Designs, and Patents Act, 1988.

The HIRER may use these licences for their own purposes. If the HIRER is in any doubt as to what may be permitted under the licences, they must seek clarification when making a Booking.

Alcohol Consumption

If the HIRER wishes to serve Alcohol, the HIRER may request the use of a bar facility, duly staffed by trained persons appointed by MCG. The request should preferably be made at the time the hire is applied for, or at least four weeks prior to the hire date. MCG will endeavour to provide the bar facility, but reserves the right to refuse a request, providing reasons for this decision. Any complaint arising from this decision will be dealt with in accordance with MCG`s Complaints Policy.

Once a request is approved, all drinks (alcoholic and non-alcoholic) must be purchased from the bar facility, unless otherwise agreed with MCG, via the Designated Premises Supervisor (DPS). Without this, the HIRER will not be permitted to provide for any alcoholic consumption on or off the Premises. For the avoidance of doubt, MCG will normally only agree to any HIRER providing alcohol for consumption on the Premises when it agrees that it is in the best interests of itself and the HIRER.(eg When MCG are unable to provide sufficient bar staff for the event or a large quantity of alcohol is required that would potentially prove difficult for MCG to obtain and/or stock – say Champagne for a wedding). In such circumstances MCG reserves the right to charge corkage fees, these to be advised to the HIRER prior to any agreement on alcohol provision. Arrangements for calculating corkage fees will be discussed at that time.

Catering

If the HIRER is intending to use an outside caterer for their event, MCG must be notified of the caterer at the time of booking. During the process of booking, MCG will confirm with the HIRER that the kitchen booking is adequate.

Health and Hygiene

The HIRER shall, if preparing, serving or selling food or drink, observe all relevant food health and hygiene legislation and regulations. HIRERS should note that the kitchen is not available for use at this time.

The HIRER undertakes to

1. observe the Covid Terms set out in Appendix 2
2. complete the Covid Risk Assessment in Appendix 3
3. carry out the actions listed in the Covid Risk Assessment.

MCG will make available our own Risk Assessment. You should note that this Risk assessment requires the HIRER to take certain actions and it is a condition of Hire that you take them.

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.

Sale of Goods

The HIRER shall, if selling goods on the PREMISES, comply with Fair Trading Laws and any code of practice used in connection with such sales.

Public Safety Compliance

The HIRER shall comply with all conditions and regulations made in respect of the PREMISES by the Fire Authority, Local Authority, local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

The HIRER in the event of a fire, will telephone the Emergency Services 999 to report the fire and ensure the safe exit of the building by anyone within it. This includes assigning a designated person to assist any disabled persons. Follow the Fire Evacuation procedure as displayed.

Electrical Appliance Safety

The HIRER shall ensure that any electrical appliances brought by them to the PREMISES and used there shall be safe and in good working order, and used in a safe manner. In the interests of public safety the HIRER must make use of a residual circuit breaker where it is provided.

Smoking

No smoking (or vaping) is permitted in the PREMISES except in the designated smoking areas outside the building.

First Aid

The HIRER shall be responsible for ensuring that adequate First Aid facilities are available. MCG will provide a basic First Aid kit.

In case of someone believing they have Covid, the kitchen should be used as a rest room and only the person with the possible condition and the minimum of accompanying people should go in the kitchen. Those who have been in the kitchen under these circumstances should exit by the external door (the Coordinator has a key).

Cleaning

The HIRER will ensure that cleaning for Covid control is carried out in line with the Terms of Appendix 2 and the Risk Assessment

Indemnities and Insurance Cover

The following Indemnities will be required or given:

If the HIRER is bringing equipment into the PREMISES to be used during the hire, including, by way of example, a bouncy castle, the HIRER must arrange third party liability insurance for the use of that equipment during the period of hire. The HIRER will provide a copy of their insurance policy to MCG.

The HIRER shall be responsible for any third party claims which may arise against him or her (or the organisation if acting as a representative) whilst using the facilities. (MCG is insured for all activities undertaken by MCG and against any claims arising out of MCG's negligence).

The HIRER shall indemnify MCG for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The HIRER is responsible for making their own insurance arrangements for any personal injury, public liability or other claims.

Other Users

HIRERS must expect that other users will also be using facilities in the PREMISES. Should facilities (such as the lobbies) need to be shared, then HIRERS must allow reasonable sharing to take place and show mutual respect for their requirements. HIRERS must ensure that anyone attending their event observes Covid social distancing with regard to other users of the PREMISES. If children or vulnerable persons are expected at an event then arrangements will need to be agreed with other users present to conform with the current provisions and best practice for safeguarding them.

Accidents and Dangerous Occurrences

The HIRER must report all accidents involving injury to the public as soon as possible to a member of MCG. Any failure of equipment either that belonging to MCG or brought in by the HIRER must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority.

MCG will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

Animals

The HIRER shall ensure that no animals (including birds) except guide or assistance dogs are brought into the PREMISES, other than for a special event agreed to by MCG and no animals whatsoever are to enter the kitchen at any time. Any such special event will be agreed when the Booking is made and a note put on the invoice.

Signage and Fly Posting

The HIRER may use signage to direct people to an event (including for parking) or within the Centre. However, the signage must be removed after the event (both from the Centre and elsewhere in Marcham). Fixing of signage must not damage walls or other parts of the Centre.

The HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the PREMISES except as permitted by law (including local authority regulations). The HIRER shall indemnify MCG accordingly against all actions, claims and proceedings arising from any breach of this condition.

Safeguarding Children (under 18s) and Vulnerable Adults

The HIRER shall ensure that any activities for Children and Vulnerable Adults comply with current provisions and best practice. The HIRER shall ensure only fit and proper persons have access to these people. Children must be accompanied by an adult on the PREMISES, unless attending a Child Specific event with professional supervision. Where appropriate, Vulnerable Adults must also be accompanied (and supervised if appropriate).

The HIRER must complete MCG authorisation forms for activities involving: The Sale or Supply of Alcohol; Regulated (Films or Live) Entertainment; and/or Activities for Children, thus safeguarding children from under-age drinking and proxy sales.

Car Parking

HIRERS and PREMISES users are encouraged to walk, cycle or use public transport if possible. If people do arrive by car, they must park only in designated areas and not on the recreation field (or other areas) without prior approval, and should not cause any disruption to residents. It is the responsibility of the HIRER to provide parking marshals and to ensure that vehicles are parked responsibly. The residential road must not be used for parking.

Our Neighbours and Noise

HIRERS must demonstrate respect for the neighbours of the PREMISES and take all reasonable precautions to prevent disturbing them. In particular, the HIRER must ensure that noise disturbance is kept to a minimum in the evening or after dark and when people are arriving at or leaving from the PREMISES.

End of Hire

The PREMISES must be vacated by the time stated on the invoice. The HIRER shall be responsible for leaving the PREMISES and surrounding area in a clean and tidy condition, all rubbish removed, the PREMISES properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise MCG shall be at liberty to make an additional charge. Keys are to be returned as agreed with MCG.

Storage

Regular HIRERS may make arrangements to store some equipment when they arrange their regular Booking. Where they make such arrangements, the HIRER must:

- Store everything safely (and arrange with the Coordinator to get them in and out as HIRER access to the storage area is not permitted at the moment)

- Ensure that everything stored is in the space agreed when Booking

- Only store items that can be left safely (MCG can supply a list of items that can be stored)

Items of value are stored at the HIRER's risk. The HIRER should arrange their own insurance for items of value.

Data Protection

As part of your Booking, you will be asked for contact details. We will retain these and use them during the period up to the Hire (or Cancellation). We may also retain these details should we need to for statutory, financial or other similar legitimate purposes. We will not supply these details outside our organisation and will delete them when they are no longer required. Please see the MCG Data Protection Policy document for further details.

Appendix 1 - Payment and Deposits

Making a Payment

Payments should be made by BACS to our account:

Bank: Co-operative Bank plc
Sort Code: 08-92-99
Account Number: 65447860
Account Name: Marcham Community Group

On your payment please put the invoice number from the Booking Acknowledgement in the payment reference.

Payments and Deposits for Single Events

Payments and Cancellations

For single events, a Booking Deposit of 50% of the Hire Fee must be paid at the time of Booking. The Booking will not be confirmed until payment is received.

If the Booking is cancelled at least 8 weeks before the event date, then 50% of the Booking Deposit will be refunded and no further charge will be due. If the Booking is cancelled between 8 and 4 weeks before the event date, then the Booking Deposit will not be refunded but no further charge will be due. Payment in full for both Hire Fee and Damage Deposit (see below) must be made at least 4 weeks before the event date, or at the time of the Booking if the event is less than 4 weeks away.

If the Hire Fee and Damage Deposit are not paid in full 4 weeks before the event, the event will be regarded as cancelled and none of the Initial Deposit will be refunded. If the event is cancelled within 4 weeks of the event date, then only the Damage Deposit will be refunded. A change of a date of the event will be processed as a cancellation of the original event and a Booking of a new event (with refunds in line of the terms set out above).

Damage Deposit

All HIRERS shall make a Damage Deposit – see the invoice. In the event of damage to the Marcham Community Centre or extra cleaning costs, the Damage Deposit will be used to pay for repairing damage or extra cleaning, or waste disposal. The HIRER will pay the cost of damage or extra cleaning that exceeds the Damage Deposit within 2 weeks of receiving an invoice to that effect. Once the HIRER has returned all keys, MCG will return the Damage Deposit (normally within 2 weeks of the event having taken place). If a key has been issued, the Damage Deposit will be retained by MCG until the key is returned.

Refund if Room is Unfit for Use

In the event of the agreed rooms or any part thereof being unfit at the booked time for the use for which it has been hired, leading to the hire being cancelled, the HIRER will be entitled to a refund of the hire charge. MCG will not be liable to the HIRER for any consequential loss or damage whatsoever.

Refusal of Booking

MCG reserves the right to refuse a Booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the HIRER. In particular, the HIRER should note that bookings may be refused if they require a room to be set up in a particular way and MCG assess that there is insufficient time to complete set up after the previous user.

The HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the HIRER to MCG but MCG shall not be liable to make any further payment to the HIRER.

Payments and Deposits for Recurring Events

Payments and Cancellations

For multiple events, you should pay monthly/quarterly (as agreed when the Booking is made) in advance. Should you not make your payment before the event date, we reserve the right to cancel further Bookings until payment is received.

If you wish to cancel all future Bookings, we should be informed as soon as possible and before the next payment is due. If you want to cancel a single event but continue with later events, we must be told before the event date. No Hire Fee already paid will be refunded, but you will be credited payment for another event.

Damage Deposit

You do not have to make a Damage Deposit. However, if we have to repair damage, obtain replacement keys, or carry out extra cleaning, we will charge (and invoice) you accordingly. Payments for invoices relating to Damage must be received by us at, or before, you make your next payment for event Hire Fees. Should you not make your payment to cover damages, we reserve the right to cancel further Bookings until payment is received.

Refund if Room is Unfit for Use

Should a room be found to be unfit for use at a particular hire date, the Hire Fee for that date will be refunded. MCG will not be liable to the HIRER for any consequential loss or damage whatsoever.

Appendix 2 Special Conditions of Hire during COVID-19

Note: These conditions are supplemental to, not a replacement for, the Marcham Centre’s ordinary conditions of hire.

These conditions represent the ‘worst case’ of tight Covid restrictions. They may be eased by relaxation of government regulations and guidelines. They should all be reviewed to ensure that they do not apply at the time of the event.

SC1:

You, the HIRER, will be responsible for ensuring those attending your activity or event comply with the Government Regulations while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

SC2:

You undertake to comply with the actions identified in the hall’s risk assessment, of which you have been provided with a copy.

SC3:

EITHER: You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving.

OR

The hall will be cleaned before you arrive and you will be responsible for cleaning all regularly used surfaces during your period of hire (including tables, wash hand basins, door handles) using either the products supplied or your own ordinary domestic products.

Please take care cleaning electrical equipment. Use cloths - do not spray!

You must agree in advance with your contact at MCG which option you are adopting and you should tick the appropriate box below and initial.

	Tick	Initial for HIRER	Initial for MCG
Before			
After			

SC4:

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **MUST** use the Track and Trace system to alert others with whom they have been in contact.

SC5:

You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC6:

You will ensure that no more than [] [insert number) which must not exceed Government Regulations current at the date of your Event people attend your Event, in order that social distancing can be maintained.

You will ensure that everyone attending your event:

1. maintains appropriate social distancing while waiting to enter the premises
2. observes any one-way system within the premises
3. as far as possible observes appropriate social distancing social distancing when using more confined areas (e.g. moving and stowing equipment)
4. observes Government Regulations with regarding Toilet occupancy.

SC7:

You will take particular care to ensure that any distancing policies set out in the Government Regulations are maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19. These policies include for example keeping an appropriate distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8:

You will position furniture or the arrangement of the room to conform with Government Regulations.

SC9:

You must ask all users to use their phone to read the QR Code on the premises at the Centre Entrance. If any user is not able to use the QR Code, you must keep a written record of the name and contact telephone number or email of all those who attend your event for a period of 3 weeks after the event and provide the record to NHS Track and Trace if required.

SC10:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, [in the rubbish bins located outside the hall before you leave the hall] or [taking all rubbish away with you when you leave the hall].

SC11:

No food or drink may be consumed on the premises except where individuals have brought it themselves for their own use.

SC12:

We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other HIRERS, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC13:

In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area which is [] [Complete separately for each hire] .

We will provide tissues and a bin or plastic bag, and a you should use a bowl of warm soapy water in a toilet for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Inform the hall cleaner on [insert contact no:] .

SC14: For events with numbers that might exceed those stated in Government Regulations you will take additional steps to ensure the safety of the public in relation to COVID-19 and prevent large gatherings or mass events from taking place, for example by operating a booking system or providing attendants or stewards who will ask people to seat themselves furthest from the entrance on arrival, to exit closest to the exits first and invite people to use toilets in the interval row by row.

We will allow such events where you confirm to us that you have checked that they conform with Government Regulations. We will carry out own check, using information you have provided and may decline your booking if we consider that Government Regulations are not being observed.

SC15: In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

SC16:

Other special points as appropriate. (Delete if not applicable)

E.g. Where a sports, exercise or performing arts activity takes place:

[You will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity and you confirm that you have read and conformed with this guidance]

E.g. Where a group uses their own equipment:

[You will ask those attending to bring their own equipment and not share it with other members] or [You will avoid using equipment, which is difficult to clean, as far as possible. You will ensure that any equipment you provide is cleaned before use and before being stored in the hall's cupboards].

E.g. [You will not attempt to clean the following items, which will be the responsibility of the hall cleaner]

Appendix 3

Covid Risk Assessment for this Hire and Mitigation Actions by HIRER

This Risk Assessment represents the ‘worst case’ of tight Covid restrictions. It may be eased by relaxation of government regulations and guidelines. All Areas should be reviewed to ensure that the Risks do not apply at the time of the event (and the Risk marked as nonapplicable on the Assessment).

The HIRER must complete this Risk Assessment or provide a Risk Assessment that is accepted by MCG. It is preferable that any Risk Assessment provided by the HIRER is based on one developed by a National body that represents the type of hire.

In preparing this assessment, the HIRER must determine whether there particular risks for this Hire (such as a type of exercise and if so, what will the HIRER to do to mitigate?

Area of Risk	Risk identified	Actions HIRER should take to mitigate risk	Actions HIRER and MCG will take
Cleanliness of hall and equipment, especially after other hires	Other HIRERs or hall cleaner have not cleaned hall or equipment used to standard required. This group leaves hall or equipment without cleaning.	HIRER to check with hall committee when hall is cleaned and to make sure regularly used surfaces are cleaned before, during and after hire e.g. tables, sinks, door and toilet handles.	
Cleaning Equipment	Contamination between users in separate hiring	HIRER to bring own cleaning equipment, chemicals etc. and remove after use	
Layout of room does not ensure social distancing	Location of entrances/exits; chair positions etc does not ensure distancing	HIRER to agree with MCG which entrances/exits/ facilities to be used and any pre-hire set up.	
Managing Social distancing and especially people attending who may be vulnerable	People do not maintain 2 m social distancing when: <ul style="list-style-type: none"> - in activity; - joining/ leaving; - using centre facilities (eg toilets). 	HIRER must comply with social distancing as far as possible and use one-way system. Adopt layout advised. Limit numbers using toilets to one at a time.	

Area of Risk	Risk identified	Actions HIRER should take to mitigate risk	Actions HIRER and MCG will take
Food and Drink	Cross-contamination between HIRERS	Encourage users to bring bare minimum of Food and Drink. Each HIRER (or user) to bring own Food and Drink and remove after Hiring. All cooking equipment (including kettles etc) to be wiped by HIRER before and after use	
Respiratory hygiene	Transmission to other members of group	Catch It, Bin It, Kill It. HIRER is responsible for hygiene within group. Encourage HIRER to avoid touching mouth, eyes, and nose. Masks to be worn in shared areas (including toilets). Tissues to be disposed into a bin or disposable rubbish bag, then wash or sanitise hands.	
Hand cleanliness	Transmission to other members of group and premises	HIRER to use sanitiser on entering and exiting the hall, to wash hands regularly using soap and paper towels.	
Exercise and similar activities	The type of exercise increases Risk	HIRER to identify and carry out mitigation (Where possible use national guidance)	
Someone falls ill with COVID-19 symptoms	Transmission to other members of group and premises	Follow hall instructions. Move person to safe area, obtain contacts, inform coordinator.	