

DATED 22/09/2016

Agreement relating to the hire of the Thompson Centre

Terms and conditions of Use 2016



These terms and conditions may be updated at any time by the Centre and will be reviewed annually. Any existing hirers will be given notice of any changes made and will be required to confirm their acceptance of any changes prior to continuing to use the Centre

Hire of the Thompson Centre

Conditions covering the hire of the Thompson Centre

Use of The Thompson Centre and its facilities is subject to the following terms and conditions:

1. All persons wishing to hire the Thompson Centre (which, when referred to in the context of premises to be hired in this agreement shall mean those premises as defined in Schedule 1 hereto) are required to attend an induction session at which the appointed administrator of the Centre (the administrator) will run through these terms and conditions which, where appropriate, must be adhered to by all users of the Centre. In particular, during the induction process, the hirer will:

- a) If they have not already done so, sign and pass a copy of this completed agreement to the administrator.
- b) Receive an induction pack from the administrator.
- c) Where appropriate, acknowledge receipt of a duplicate key to the Centre and pay to the administrator at the time, the key deposit.
- d) Inform the administrator at this time of those persons who will be involved in running/leading the sessions/functions and further provide evidence to the administrator of the relevant CRB checks that have been carried out on such persons where sessions/function will be attended by persons under the age of 16.
- e) Produce to the administrator a copy of a relevant up to date insurance policy covering the use of the Centre by the hirer for the proposed use.

2. Duties and requirements of the hirer:

- a) Signing in procedures: All hirer's must complete the signing in folder before every session they hire the Centre for.
- b) To ensure that all leaders/assistants of sessions/functions undertaken pursuant to the hire of the Centre where persons under the age of 16 will attend have an up to date clear CRB check.
- c) To ensure that they have an up to date relevant insurance policy

covering the use of the Centre by them and the attendees of any session /function carried out pursuant to the hire of the Centre.

- d) To ensure that all leaders/assistant leaders/trainers and/or any coach of a session shall possess a relevant licence/qualification to undertake such a training/coaching session.
- e) To take all reasonable steps/precautions to ensure that all attendees of any session/function carried out pursuant to the hire are fully aware of all safety issues relating to the use of the Centre. In particular, they shall be informed of the fire evacuation procedures in place at the Centre and informed on the ways to correctly use any equipment used in any particular session.
- f) To take all reasonable steps to ensure that all sessions /functions undertaken pursuant to the hire are carried out in an orderly fashion and do not cause nuisance or annoyance to any other persons or damage to property not owned by the hirer.
- g) To ensure the centre is locked and secured appropriately at the end of each session. Any call out of Security or the Centre Administrator, due to user error or misuse, will result in charges being incurred by the hirer.

3. The hirer will be required to pay a key deposit of £20 in order to receive a set of keys for the Centre. Once the hirer terminates the contract to hire the Centre the keys shall be returned within 48 hours to the administrator. Should the keys not be returned within the stated time the administrator shall have the right to arrange for all locks at the Centre to be changed and the hirer shall be responsible to pay all of the costs incurred in changing the locks provided that such costs do not exceed £200.

4. Attendance at any session/function carried out pursuant to the hire shall be limited to 25 persons or such lesser number of persons which in the opinion of the administrator can be comfortably and safely accommodated.

5. The hirer will make suitable arrangements to ensure that all property and equipment not owned by the hirer is suitably protected when use of the Centre takes place. If there is any damage incurred then the hirer must inform the administrator as soon as possible. There may be a charge for a repair or replacement of the property/equipment. All users of the Thompson Centre Sports and Arts Hall must take particular care when using the sprung floor. **UNDER NO CIRCUMSTANCES MUST HIGH HEELS OR BLACK SOLES BE WORN DURING ANY SESSION WHICH INVOLVES ITS USE.** The Centre reserves the right to seek to recover from the hirer/individual user any repair costs arising from a breach of this clause.

6. The Centre will not be held responsible for the loss of or damage to the property of the hirer or any person attending events organised by the hirer.

7. The hirer or any guest shall not interfere with the gas, electrical or water fittings in place at the Centre.

8. Limited Storage space may be offered to the hirers at the discretion of the Centre Administrator. It is the responsibility of the hirer to remove items in storage when requested to do so by the administrator within 24 hours of the request being made. If the hirer fails to remove the items in the stated time the hirer hereby grants the Centre permission to dispose of the items in any way the Centre deems fit.

9. The hirer shall under no circumstances allow the Centre to be used for any use other than the proposed use.

10. The hirer shall under no circumstances hire out the Centre to any other persons or allow other persons to use the Centre.

11. The hirer shall be present during all sessions/functions which take place pursuant to their hire of the Centre.

12. The Centre shall have the right to cancel any session/functions which are scheduled to take place pursuant to any hire of the Centre on giving 24 hours notice to the hirer, or without giving any notice where the giving of notice is impracticable.

13. It is the responsibility of the hirer to contact the administrator in writing giving 2 weeks notice of the cancellation of any session/function. Where less than two weeks notice is given the hirer shall remain liable to pay the hire charge.

14. The hirer shall indemnify the Centre and the Council against any claims arising from the use of the Centre and shall reimburse the Centre and/or Council for the cost of remedying any loss or damage occasioned by any use of the Centre which has arisen as a result of the hire of the Centre by the hirer.

15. Attendance at any session/function which takes place pursuant to the hire of the Centre shall only be permitted where attendees are ticket holders/members of a particular club or organisation or invitees. Persons shall not be allowed to gain access to the session/function by paying on the door.

16. The hirer should make adequate arrangements for the provision of cloakroom supervision and the Centre will not be responsible for any loss arising out of a failure by the hirer to comply with this clause.

17. The hirer shall be responsible for all articles and property belonging to them and their guests. All property found at the Centre will result in the Centre informing the hirer that such property has been found. The hirer will have

2 weeks from the notification being given by the Centre to collect the property from the Centre. The hirer will be deemed to have given the Centre permission to dispose of any article in whatever way it deems fit, should the property not be collected within the said 2 week period.

18. The Centre shall not be used for any lecture, entertainment or activity which in the opinion of the administrator (whose decision shall be final) is immoral, unlawful or is otherwise inappropriate.

19. The hire charge for the Centre shall be in accordance with the Tariff which is, from time to time, set by the Centre. A copy of the up to date Tariff is available for inspection at the Centre and will be shown to the hirer during the induction process. The hirer shall pay the hire charge to the administrator before the use of the Centre for the session/function in question by the hirer. Should the session/function take place for any reason before the hire charge is paid, the hirer shall pay the outstanding hire charge within 24 hours of the session/function taking place. The hirer will not be permitted to use the Centre again until the outstanding hire charge has been paid and further the hirer shall return any keys to the Centre which remain in his possession if the hire charge remains outstanding for a period of 7 days.

20. Payment of gratuities to any member of the School Governors, School staff or the servants of the Education Authority is forbidden.

21. After the hire, the Centre should be left in a reasonably clean state and where this clause is not observed the hirer shall be refused any further hires of the Centre. The hirer will be responsible for any extra cleaning cost incurred as a result of a breach of this clause. Should the extra cleaning cost here referred to remain unpaid by the hirer for a period of 7 days following it being requested by the Centre, the hirer shall immediately return any keys to the Centre which they have in their possession.

22. Any person authorised to do so by the Centre, has the right to remove any person from the Centre who infringes any of the terms and conditions imposed by this agreement and may call in the aid of the Police for this purpose.

23. The Centre reserves the right to introduce further terms relating to the hiring of the Centre which shall become effective on giving the hirer 24 hours written notice of the same.

24. Posters must only be displayed on the notice boards. Any poster deemed, in the opinion of the administrator, to be offensive will be removed.

25. The hirer or any person having a measure of material control over the activity taking place in the session/function shall not be under 18 years of age and shall be at the Centre for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent him/her from exercising general supervision over the activity.

26. The hirer shall take all reasonable steps to ensure that all attendees of events leave the Centre quietly at the close of the event. The hirer shall ensure that any attendee who fails to leave quietly does not attend future events.

27. The hirer may terminate this agreement on giving one calendar months advance notice and further, this notice shall be given to the administrator by the hirer in writing.

28. The Centre may terminate this agreement on giving 7 days notice in writing to the hirer and further this clause shall be deemed to have been complied with if the notice is sent to the last address given by the hirer to the Centre.

29. Hire Charges are normally reviewed annually by the Centre in April, although the Centre reserves the right to review the rents at such other times as it considers to be appropriate.

30. Prior to each session/function taking place the hirer shall complete those forms contained in schedule 2 of this agreement

Name of hirer

Signature of hirer Date.....

On behalf of (organisation)

Signed on behalf of the
Thompson Centre

Signature.....
(Thompson Centre Administrator)

Schedule 1

The Thompson Centre shall mean the following premises:-

- (i) The Sports and Arts hall as shown edged red on the plan attached hereto;**
- (ii) The Playing Fields as shown edged in green on the plan attached hereto;**
- (iii) The Upstairs Changing Facilities as shown edged brown on the plan attached hereto;**
- (iv) The Downstairs Changing Facilities as shown edged yellow on the plan attached hereto;**
- (v) The Training Room as shown edged orange on the plan attached hereto**

Schedule 2

Booking forms for the hire of the Thompson Centre

Thompson Centre Standard Booking Form:

This form must be completed in respect of an application for a hire of the Thompson Centre (which shall include the playing field). This form must be received not less than 14 days in advance of the proposed hire date.

1 Purpose of the Proposed hire and the proposed Use to be undertaken _____

2 Dates of proposed hire _____

3 Proposed start and finish time of hire _____

4 Nature of accommodation at the Thompson Centre required

i.e
Playing Fields
Thompson Centre
Changing Facilities upstairs
Changing facilities downstairs
Training Room

5 Has the hirer used the facilities previously?

6 Signatures for the hire of the Thompson Centre.

Full name of the Hirer (and proposed keyholder) and address	
Signature of the hirer	
Designation of hirer (if any)	
Hire days Times	
Hire Charge per session	
Reference No.	
Signed by the Administrator of Thompson Centre	

Deposit paid of £20:	
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Acceptance of Hire Agreement for Thompson Centre.

I again confirm that I accept the terms and conditions of use for the hire of the Thompson Centre and agree to indemnify the Centre, Allanson Street Primary School (the School) and St Helens Council (the Council) against any claim/s arising from my use of the Centre and to reimburse the Centre, the School and/ or the Council for the cost of remedying any loss or damage occasioned by the use of the Centre for my/our event/function.

Signature _____

Date _____

For and on behalf of _____

Address _____

Telephone No. _____

Hire Charges

Hire Charges are normally reviewed annually by the Centre in April, although the Centre reserves the right to review the rents at such other times as it considers to be appropriate.

Current hire charges are detailed below.

Hire of The Thompson Centre:

Off peak 8.30am-3.30pm: £10 per hour

On peak evenings and weekends £15 per hour

Hire of meeting room:

£6 per hour