

TERMS & CONDITIONS OF HIRE- Chocolate Studios Hire Costs and Cancellation

1. All hire fees must be paid at the times stipulated in the Hiring Agreement.

1a) LATE PAYMENTS CHARGE:

Payments later than 28 days of the invoice due date will incur a 10% charge in order to cover costs. Chocolate Studios is a small organisation, and late payments interfere with community projects.

1b) The Hirer will have no right to use the rooms and facilities, until all payments have been made in full at the times stipulated.

1c) Pictures & Postures Ltd reserves the right to cancel with immediate notice any booking arrangements due to late payment of fees.

1d) No cash payments are accepted for hire fees.

2. All arrangements for the use of centre facilities are subject to Pictures & Postures Ltd reserving the right to cancel bookings when the premises are required for use as a Polling Station or are rendered unfit for the intended use or in any other reasonable circumstance as decided by Pictures & Postures Ltd. Pictures & Postures Ltd is not liable or required to compensate for any loss or inconvenience caused, other than refunding the original hire fee. It is therefore recommended that The Hirer take out event insurance.

3. The right to refuse or cancel any booking for the use of centre facilities is reserved to Pictures & Postures Ltd. Pictures & Postures Ltd may refuse or cancel a booking to use the centre's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating Pictures & Postures's beneficiaries or supporters.

4. *All bookings* - For all bookings the following charges will apply:

- 100% of the hire fees and associated charges must be paid to secure any booking
- 100% will be retained for cancellations made within 28 days of function date

- In the event where no cancellation has been made and the hirer does not show, 100% of

total hire fees will be retained.

- Payments later than 28 days of the invoice due date will incur a 10% charge in order to

cover costs.

5.Regular bookings - Either party can cancel the hire agreement by giving 28 days' notice in writing to the other party. All fees applicable up until the end of the notice period must be paid in full upon termination of the agreement. Any fees paid by the hirer in advance of the 30 day notice period will be refunded by Pictures & Postures Ltd.

Equipment

6. Pictures & Postures Ltd accepts no responsibility for any equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of the hire period; otherwise, fees will be charged for each day or part thereof at the hire fee per session until the items are removed. The Hirer shall indemnify and keep Pictures & Postures Ltd or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.

7. Pictures & Postures Ltd may dispose of items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and/or disposing of such items in respect of any other property brought onto the premises for the purposes of the hiring and failure by the Hirer to remove the property within 7 days after the hiring.

Hirer's responsibility

8.Organisations - The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and, on demand, shall produce the policy or other evidence of cover to a Pictures & Postures representative. Failure to produce such policy and evidence of cover

will render the hiring void and enable Pictures & Postures Ltd to re-let the premises to another hirer.

9. The hirer will accept full responsibility and indemnify Pictures & Postures Ltd against all costs, charges and claims in respect of injury to any person using the premises being hired, except in circumstances caused by negligence of Pictures & Postures Ltd

10. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, video and public entertainment licences.

The Hirer:

- . a) Shall be responsible for obtaining any necessary approvals or licences in connection with the hire, other than those already held by Pictures & Postures Ltd;**
- . b) Will comply with all conditions attaching to such approvals or licences;**
- . c) Will indemnify the Association against all losses, costs, damages and expenses resulting from any failure to obtain such approvals or licences or from any failure to comply with the same;**
- . d) Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.**

12. The Hirer shall, during the period of hire, be responsible for:

- a) Supervision of the premises;**
- b) Protection of the fabric and contents and safety from damage however slight;**
- c) Ensuring the premises are left in a clean state, all external areas of the premises are left litter free and undamaged, and all rubbish is removed;**
- d) The behaviour of all persons using the premises, whatever their capacity;**

e) Ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner, by the agreed time and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises; and

f) The observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 6, the Local Authority or otherwise.

13. The client will be charged at the agreed hourly rate + 50% by Pictures & Postures Ltd if the Hirer does not leave the premises by the agreed end time of the session. If any damage (including accidental damage) occurs to the premises, fixtures, fittings, contents or external areas during the session, or if any additional cleaning is required after the hiring Pictures & Postures Ltd will charge the Hirer accordingly.

14. The Hirer shall not use the premises for any purpose other than that permitted under the Hiring Agreement and will not, without obtaining the prior consent of Pictures & Postures Ltd, use or enter the premises at any times other than those permitted under the Hiring Agreement.

15. The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer permitted to use the premises under the Hiring.

16. Pictures & Postures Ltd reserves the right to terminate forthwith any entertainment, activity or meeting permitted under the hire that is not properly conducted.

17. No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without approval of a Pictures & Postures representative. Any alteration, fixture, fitting or attachment shall, at the discretion of Pictures & Postures Ltd, be removed by the Hirer. Any making good necessary as a result of damage from the Hirer's fixtures and fittings will result in the partial or total loss of the Hirer's deposit.

18. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently

displayed; as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

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

Equal Opportunities

20. The centre shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status and hirers/users shall not discriminate against any individual or group in any activity taking place there. The documents for hire are available in large print, please ask a team member if required.

Maximum Capacity

21. Each room has a maximum capacity which includes helpers and performers, Unit 48 at 40 and Unit 52 at 80 and total of 10 in the Kitchen. On no account should the maximum capacity be exceeded.

Safety Requirements

22. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;

b) All hirers are expected to cooperate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures;

c) Firefighting apparatus shall be kept in its proper place and only used for its intended purpose;

d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to Pictures & Postures Ltd representatives;

e) Performances involving danger to the public shall not be given;

- f) Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. Polystyrene, cotton, etc) shall be erected without the consent of Pictures & Postures Ltd**
- g) No unauthorised heating or cooking appliances including portable gas cylinders shall be used on the premises;**
- h) Hirers are advised that a First Aid Box is provided for general use and found at the reception or in the kitchen, any accident or incident, no matter how slight, must be logged in the accident book and reported to a Pictures & Postures Ltd member of staff immediately or at the end of the session if out of hours.**
- i) All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. Pictures & Postures Ltd disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not comply.**
- j) Fireworks are not allowed to be used in or around the Premises.**
- k) Bouncy castles or any other inflatables are not allowed in or around the Premises without written permission from Pictures & Postures Ltd. The Hirer will be asked to provide evidence of adequate public liability insurance and ability to correctly supervise usage.**

Supervision

23. The Hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises 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.

24. When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of three persons, neither of whom shall be less than 18 years of age, on duty where under 75 persons are attending the entertainment. The number of adult attendants required is increased in the following circumstances: a) Where 75-100 people are present to five;b) When the majority of those present at the entertainment are less than 16 years of age, and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

25. Children and young people under the age of 18 years must be supervised by an appropriate number of adults at private functions.

26. All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire fighting equipment provided.

Safety of Vulnerable People (*not required for private children's parties*)

27. No activities or groups involving either young children under eight years of age or vulnerable adults will be permitted on the premises except with the written agreement of Pictures & Postures Ltd, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Home Office Code of Practice *Safe from Harm*, and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

28. All organisers of activities involving children, young people or vulnerable adults must evidence that they have the following in place:

a) Safeguarding policy) Up-to-date DBS checks for relevant staff / volunteers.

Pictures & Postures Ltd are committed to ensuring vulnerable individuals are safeguarded from being radicalised into violent extremism and supporting or becoming terrorists themselves as part of the Home Office counter-terrorism strategy *Prevent* one of the 'four P's' of the counter terrorism strategy. The strategy is primarily organised around four key principles:

• *Pursue*-to stop terrorist attacks • *Prevent*-to stop people becoming terrorists or supporting terrorism • *Protect*-to strengthen our protection against a terrorist attack • *Prepare*-to mitigate the impact of a terrorist attack

The community centres will not accept any activities or actions on its premises that violate any of these core *Prevent* principles and may refuse booking and use of any facility. These core principles are outlined and refer to The Terrorism Act 2000, The Counter Terrorism and Security Act 2015 and other relevant central government policies. For more information clients can make requests to Pictures & Postures Ltd core policy department.

Pictures & Postures Ltd reserves the right to exclude from the premises any organisation that fails to comply with these requirements. It is the responsibility of The Hirer / organisers of the activities concerned to ensure compliance with these policies. The Hirer / organisational representatives shall be in attendance upon children and/or young people who are on the premises for the activities concerned.

Supply of Food and Drink

29. Organisations - Only persons who are food handlers within the meaning of the Food Safety Act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to prepare or cook food on the premises. All hirers at all times shall observe the Code of Conduct / Kitchen Rules displayed in the kitchen.

Alcohol and Drugs

30. Alcohol - No intoxicating liquors/alcohol is permitted to be bought or sold on any part of the premises at any time. Alcohol is not permitted for consumption on any part of the premises unless requested and approved by Pictures & Postures Ltd as part of the application process.

31. Drugs and Substance Abuse – The storage, sale, dispensation or consumption of illegal drugs is not permitted and any such acts will be reported to the appropriate authorities; any instances of substance abuse will be treated similarly.

32. Smoking - The centre is a non-smoking building. The Hirer is responsible for ensuring the outside areas are free of litter including cigarette butts.

Nuisance

33. Except in the case of trained assistance dogs, dogs shall only be permitted on the centre premises in connection with organised activities such as dog training or dog shows.

34. The Hirer is responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

35. Sound systems, PA's, speakers or amplifiers may only be used as agreed by Pictures & Postures Ltd and are not to be used in any reception areas, walkways, kitchen, meeting rooms or the outside areas of the premises.

36. The Hirer must reduce noise levels if asked to do so by a representative of the Pictures & Postures Ltd, or a local resident.

Cleaning and Security

37. All use of centre premises and facilities is subject to The Hirer accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises as directed by a Pictures & Postures Ltd representative. The Hirer shall also leave the premises and surrounds in a clean and tidy condition. This must be completed within the booking period or before midnight for evening bookings. Evening party bookings must cease at 11pm, all music must be off and only people involved in the clean up and pack down can remain to allow enough time to clean and vacate the premises by midnight. This will be strictly enforced by staff on site. Failure to vacate by midnight will result in a £100 additional charge and may result in the relevant authorities being called to assist in the removal of non-Chocolate Studio staff from the premises.

38. The Hirer is responsible for:

- **Clearing away all rubbish, food, equipment etc.**
- **Wiping and mopping up all spillages on tables, surfaces and floors**
- **Sweeping floors of all areas used**
- **Removing all decorations, balloons, blue tack etc.**
- **Closing and securing all windows and doors**
- **Returning all furniture to its original position**
- **Clearing away and disposing of all litter from external areas including cigarette butts All general waste should be placed in plastic refuse sacks provided by The Hirer and put into the external bins. If there is no space in the Centre bins, hirers must take their rubbish home.**

CCTV

39. For the safety and security of the centre, staff and users there is a CCTV system in place. The footage can be viewed by Pictures & Postures Ltd staff and is provided to the police on request.

Keys

40. Where keys are issued to The Hirer, the following conditions must be met:

- No keys will be passed to any other party nor copies made unless written consent is provided by Pictures & Postures Ltd
- Lost or stolen keys will be reported immediately to The Police and Pictures & Postures Ltd; The hirer will pay for any lost or stolen keys on presentation of an invoice
- The keys will only be used for entry for the hiring periods outlined in this agreement; Keys will be returned at the end of the hiring agreement period

Party bookings

41. As of 1st June 2017, we no longer accept birthday party bookings for people aged between 13 & 23. We can however consider applications for other types of gatherings and Centre management discretion applies. We will accept children's birthday parties for under 12 years of age. We hold the right to terminate a booking if this rule is in breach at the time of the event without compensation, negotiation or prior notice.

Acceptance and agreement of these terms and conditions

- *All hirers must read, agree and accept these full terms and conditions of hire prior to making a booking..*
- *These terms and conditions are subject to change without notice, from time to time in our sole discretion without notification.*
- *The terms and conditions can be provided in larger print or digital copy if required.*
- *There are 9 pages of terms and conditions. Updated: Feb 2020.*

**Pictures & Postures Ltd, STANDARD TERMS & CONDITIONS OF HIRE. 25th Feb
2020**