

COLUMBINE CENTRE
TERMS AND CONDITIONS OF HIRE
Revised JP 08/16

1. Charges apply to all hours or parts thereof that the premises are occupied, and the hirer must therefore ensure that sufficient time is booked for any setting up and clearing up of the premises. Any additional time not previously booked will be charged for accordingly.
2. The Columbine Centre reserves the right to refuse an application for hire. The hirer has no right to sublet any part of the premises.
3. The hirer must conform to all statutory requirements affecting the purpose(s) for which the premises are being hired. The hirer agrees to be responsible for and indemnify the Columbine Centre against any actions or claims arising from the hire period.
4. The premises hired shall be in the care of the hirer who must provide enough attendants to ensure adequate control of the event. These attendants must carry out any instruction given by the duty caretaker to ensure compliance with Public Entertainment Licensing regulations and in cases of emergency, to assist with the safe evacuation of the premises.
5. The hirer must provide at his own expense all labour and assistance required in conjunction with the event.
6. The hirer must vacate the premises upon the expiration time of the booking, leaving it in a clean and tidy manner.
7. The Columbine Centre will accept no responsibility for any loss or damage in respect of articles brought onto the premises during the period of hire.
8. The hirer will be held responsible for any loss or damage to any part of the Columbine Centre during the period of hire. Hirers should risk assess their activities at the Columbine Centre and this document should be available to be shown to the duty caretaker.
9. The hirer shall indemnify the Columbine Centre against any claim or expenses of whatever nature incurred by the Columbine Centre in respect of any loss or damage sustained by any person visiting the premises.
10. External or internal decorations, flags, emblems, or notices are not permitted to be used or brought in without written consent of the duty caretaker.
11. Any alterations to the present lighting arrangements, electrical installations or sound installations are not permitted without the written consent of the duty caretaker. In the event of this being sanctioned, all installations should be returned to their original state prior to the expiration of the hire period.
12. The exits and emergency doors must be kept free and in perfect working order at all times during the period of hire. Doors must be kept closed when

the heating is on in the building.

13. Petrol, petroleum or similar spirit, pressurised gas or similar items are not allowed to be brought onto the premises. The hirer must take necessary steps to prevent any act or thing being done which could cause fire or explosion.
14. The Columbine Centre reserves to the duty caretaker the right to enter any part of the premises at all times and requires that any person employed by the hirer be made aware of this accordingly.
15. The hirer shall not use the premises for the performance in public of any dramatic or musical work in which copyright subsists without the consent of the owner of the said copyright.
16. The hirer fully accepts all responsibilities and liabilities for VAT and for the submission of all necessary VAT returns to HM Customs and Excise.
17. All woodwork, scenery, wings, draperies, floral decoration, curtains or any other properties provided by the hirer and used in connection with the hire at the premises must be rendered and maintained as flame retardant.
18. Noticeboards, etc. shall not be placed or allowed in entrances, exits, gangways or any other place so as to cause a hazard. Third party advertisements and leaflets are not permitted for distribution.
19. Fly posting of any notices regarding your event is strictly prohibited and will incur a fine from the relevant District/Borough Council where they have been placed.
20. Hirers are strictly prohibited from allowing the importation of alcoholic beverages onto the premises and are responsible for notifying any person connected with the hire to this effect.
21. The Columbine Centre shall provide, as required by the hirer, a fully licensed bar which will be under the control of the appointed officer at all times.
22. The license held allows alcoholic refreshments to be served during normal licensing hours. If the hirer requests an extension to these hours, it must be carried out in writing at least 28 days prior to the hire period commencing. Any expenses incurred in obtaining this will be charged to the hirer.
23. All income from bar sales will be retained by the Columbine Centre.
24. At all events the Columbine Centre reserves the right to provide a front of house refreshment sales service. All income derived from this will be retained by the Columbine Centre.
25. Under no circumstances is the hirer permitted to operate any of the above services.
26. The demonstration of hypnotism, stage hypnotism, mesmerism or any similar act is not permitted on the premises.
27. Any complaint in connection with the hire shall be made immediately, in

writing to the Clerk to the Town Council, comprising full details of the complaint.

28. The hirer shall not use the premises for any other purpose other than that stated on the hire form.
29. The Columbine Centre reserves the right to refuse admission to the premises or any part thereof to any person or persons as is considered necessary by the duty caretaker.
30. No refund of charges made will be made in respect of cancellation of hire unless 28 days' notice is given in writing.
31. The Columbine Centre reserves the right to cancel any hire, in writing, up to 28 days prior to the hire date.
32. If the hire purpose includes the use, dramatic or musical presentation of children (those under the age of 16 years) they must be chaperoned by responsible adults. Chaperones are responsible for the welfare, protection and guidance of children and young people in entertainment premises. The maximum number of children that Chaperones can care for is 12.
12. If there is a mixture of sexes this must be taken into consideration.
33. Unsupervised (those under the age of 18 years) or un-chaperoned children (those under the age of 16 years) are not permitted and should this occur the duty caretaker has the right to cancel the hire with immediate effect.
34. The hirer will ensure he has public liability insurance suitable for the purpose of the hire. A copy of which should be available for examination by the duty caretaker at any time prior to and during the period of hire.
35. The Columbine Centre is a strictly NON-SMOKING venue, this includes the foyer and bar areas.
36. Any electrical appliance used or brought onto the premises in conjunction with the hire must have a valid certificate of electrical safety. Any item that a certificate is not available for will not be permitted on the premises.
37. Under the Health and Safety at Work Act it is the responsibility of the Columbine Centre to ensure as far as possible the health and safety of all persons that use the premises whether they be employees, hirers, volunteers or the general public. Therefore, hirers must ensure that any working practices carried out on the premises by them, their employees, visitors or volunteers are undertaken in a safe manner so as not to cause danger or injury to themselves or any other person.
38. Corkage will be charged at the current rate per bottle, this includes non-alcoholic drinks. This applies to all drinks bought into the premises.
39. Hirers are liable for food safety when it is brought onto the premises and hire of the kitchen is available at the current rate (please see attached schedule of hire charges).

Addendum to “Columbine Centre Terms and Conditions of Hire Revised JP 08/16”

The following clauses are being **ADDED** as follows:

40. PPL and PRS for music are licenses required to perform music at the premises and to authorise the public performance of sound recordings subject to PPL PRS UK Ltd control. A PPL/PRS license is also required to authorise you to play recorded music in public.

As a community centre we hold a PPL/PRS license that covers certain non-profit making organisations (such as WI groups, mother and toddler groups scouting etc.) where the activities within the centre are non-profit making and are solely to raise profits for their organisation. At the time of booking, you will discuss all types of music to be played at your event and the booking clerk for FWTC will check and confirm if you are covered by the Frinton and Walton Columbine Community Centre's blanket license.

41. Organisations that are not covered by the centre's blanket license:

Any third-party hire of the building by an individual or organisation that is earning a commercial income from their use of the building. Examples include self-employed aerobics, yoga, exercise instructors, and Commercial Event Organisers.

In these instances, the hirer (event Organiser) is responsible for payment of all music license fees which are NOT INCLUDED in the venue/room hire costs. The event hirer must declare all songs and artists to be sung/played and MUST agree to pay the FWTC all incurred music payment fees charged by PPL/PRS UK Ltd.

42. FWTC agrees to pass on all music license charges to PPL PRS UK Ltd collected from the Event Organiser.

This Addendum shall be construed in connection with and as part of the Contract and except as modified by this Addendum, all the provisions contained in the Contract are hereby ratified and shall remain in full force and effect.

Agreed to and accepted by:

Hirer: _____ Signature

(Name in Block Capitals): _____

FWTC: _____ Signature

(Name in Block Capitals): _____

Date: _____ Date: _____