

## Hiring Agreement

**DATED**

Wednesday, 16 February 2022

**PARTIES**

Langham Community Centre <sup>(1)</sup>

Hirer: .....(2)

- (1) The Langham Community Centre named in clause 2.2 acting by its management committee.  
 (2) The person or organisation named in clause 2.3.

### 1. Throughout this Agreement:

- the Langham Community Centre named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Langham Community Centre’s charity trustees, employees, volunteers, agents and invitees.
- the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Commercial and Marketing Manager or, if the Commercial and Marketing Manager is not available, any of our charity trustees.

2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

#### 2.1. Dates(s) required:

Day(s)

Month(s)

Time required

Preparation from/vacate by

#### 2.2. Langham Community Centre

- i) Registered Charity No                      268187  
 ii) Authorised Representative                Sue Armstrong, Commercial and Marketing Manager  
 iii) Address                                         Langham Community Centre, School Road, Langham, Colchester CO4 5PA  
 iv) Telephone Numbers & Email            01206 271127 / 07741 284132 / [langhamcc@gmail.com](mailto:langhamcc@gmail.com)

#### 2.3. Hirer

(a) Name

(b) Organisation

(c) Name of Organisation’s Authorised Representative

Address

Contact Landline Number

Mobile Number

Contact Email

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## Hiring Agreement

### 2.4. Hire fee and deposits

Total room hire	£0.00	
Deposit	£0.00	← Payable now
Security deposit	£100.00	
Final balance to pay	£100.00	← Payable 28 days before your hire

You must pay as deposit at least one third of the cost of the booking. The balance of the booking fee is payable on or before 28 days before the event for which the premises are hired (the deposit having been paid on the signing hereof). To pay by bank transfer, please use: **Langham Community Council, Sort Code: 20-22-67, Account No 53053849**

The security deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Langham Community Centre about noise or other disturbance during the period of the hiring as a result of the hiring.

Commercial Use?                      Yes/No

### 2.5. Premises

Please note that the toilets and kitchen are shared resources.

		Please tick if required	✓	£
Main hall		Screen (£10)		
Club Room		Display board (£10)		
Committee Room		PA microphone & speaker (£30)		
All Downstairs		Stage lighting (£30)		
Whole Building		Electric hook-up (caravans etc.) at cost		
Showers/changing rooms		Outside water tap		
Regular hirer's cupboard hire		Request additional parking (£30)		
<b>Total (£) resources</b>				<b>£</b>

### 2.6. Purpose/description of hiring

- 2.7. Will tickets be sold for your event? Yes/No
- 2.8. Is food to be provided at the event? Yes/No
- 2.9. Is alcohol to be provided at the event? Yes/No
- 2.10. Will there be exhibition of a film? Yes/No
- 2.11. Will live music be performed or recorded music played? Yes/No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers.

	Auditorium seating	Seated around tables	Standing
<b>Main Hall</b>	180	150	250
<b>Club room</b>	70	50	100
<b>Committee room</b>	40	25	50

## Hiring Agreement

### 4. Licences

- 4.1. The Langham Community Centre has a licence with the Performing Right Society (PRS) for the performance of copyright music.
  - 4.2. The Langham Community Centre has a licence with the Phonographic Performance Licence (PPL).
  - 4.3. We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence for the premises (see page 10), in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.
5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
  6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.
  7. None of the provisions of this Agreement is intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
  8. You confirm understanding of opening and closing procedures, fire prevention and exits, and operational procedures, as detailed in **Appendix 3 LCC use and instructions**. Please see [http://www.langhamcommunitycentre.org.uk/hire\\_terms/](http://www.langhamcommunitycentre.org.uk/hire_terms/) for the latest version, which is also pinned on the noticeboard in the main entrance.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Langham Community Centre's Management Committee.



Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

Signature	Date:
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*Please note that signatures do not need to be witnessed*

GENERAL DATA PROTECTION REGULATION: You understand that the Langham Community Centre will use any of the information you have provided to us for the following purposes: administration of your hire and providing you with information on other services we offer. We do not share your information. We may contact you by telephone or e-mail with details of your hire, products and services that may be of interest to you. If you do not want to be contacted by Langham Community Centre please write to The Data Protection Officer at Langham Community Centre, School Road, Langham, Colchester, CO4 5PA or email [info@langhamcommunitycentre.org.uk](mailto:info@langhamcommunitycentre.org.uk).

## Useful information

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

### 1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

### 2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

### 4. Insurance and indemnity

- (i) You are liable for:
  - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
  - (b) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service
  - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service, and
  - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
  - (a) any insurance excess incurred and
  - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Commercial and Marketing Manager. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

### 5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### 6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

### 7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

### 8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

## Useful information

### 9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

### 10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Commercial and Marketing Manager.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### 11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### 12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer shall implement the *Challenge 25* process requiring proof of age for those looking under 25, and alcohol shall not be served to any person suspected of being drunk. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

### 13. Food, health and hygiene

You must, 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer.

### 14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

### 15. Indoor pyrotechnics

No bubble machines, fog machines, indoor fireworks, candles or similar are to be used within the Langham Community Centre. All helium filled balloons that are used within the Langham Community Centre must be removed at the end of the hiring period or the hirer will be charged for their removal. If left, they set off the alarm.

### 16. Sports and games

The premises may be hired for sport and games by responsible organisations or individuals who arrange their own insurance. A responsible person shall be in attendance at all times. The premises shall be checked for potential hazards that could lead to accidents. All equipment shall be stored away safely when not in use. Non-marking soles to be worn.

## Useful information

### 17. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

### 18. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

### 19. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete our accident book stored in the middle kitchen drawer. Please retain the top sheet of the form for yourself. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Commercial and Marketing Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). Further information is available on their website

<http://www.hse.gov.uk/riddor>.

### 20. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- (iii) No decorations are to be put up near light fittings or heaters.

### 21. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

### 22. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

### 23. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority. Nothing shall be attached to the plaster walls in any of the rooms. Special rails have been fixed to the wall which can be used for this purpose.

### 24. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### 25. Wi-Fi Services

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any for the following purposes:
  - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (c) interfering with any other persons use or enjoyment of the Wi-Fi service; or
  - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

## Useful information

### 26. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our Wi-Fi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or
- (v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

### 27. Availability of Wi-Fi Services

- (i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

### 28. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this clause 28. If you would like more information or object to anything in these conditions, you should speak to the Commercial and Marketing Manager:

When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the Wi-Fi service for any for the following purposes:
  - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (iii) interfering with any other persons use or enjoyment of the Wi-Fi service; and
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

### 29. Cancellation

If you wish to cancel the booking more than 4 weeks before the date of the event and we are unable to conclude a replacement booking, the deposit paid is non-refundable. If the hirer wishes to cancel the booking between 2–4 weeks before the date of the event, 50% of the full payment will be due; and within 2 weeks of the event, full payment will be due. We may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

### 30. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. If you are the last person to leave the centre at night, please ensure that the barrier to the car park is closed and padlocked. Please ensure NO rubbish, unless green sacks have been arranged, is left at the Langham Community Centre.

### 31. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

### 32. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

## Licensed activities

Activity	The hall is licensed for	Times for which the activity is licensed
a. The performance of plays	Licensed	07.00–0.00*
b. The exhibition of films	Licensed	07.00–0.00*
c. Indoor sporting events	Licensed	07.00–0.00*
d. Boxing or wrestling entertainment	Licensed	07.00–0.00*
e. The performance of live music	Licensed	07.00–0.00*
f. The playing of recorded music	Licensed	07.00–0.00*
g. The performance of dance	Licensed	07.00–0.00*
h. Entertainments similar to those in a – g	Licensed	07.00–0.00*
i. Making music	Licensed	07.00–0.00*
j. Dancing	Licensed	07.00–0.00*
k. Entertainment similar to those in i – j	Licensed	07.00–0.00*
l. The provision of hot food/drink after 11pm	Licensed	23.00–0.00
m. The sale of alcohol	Licensed	8.00–23.00**

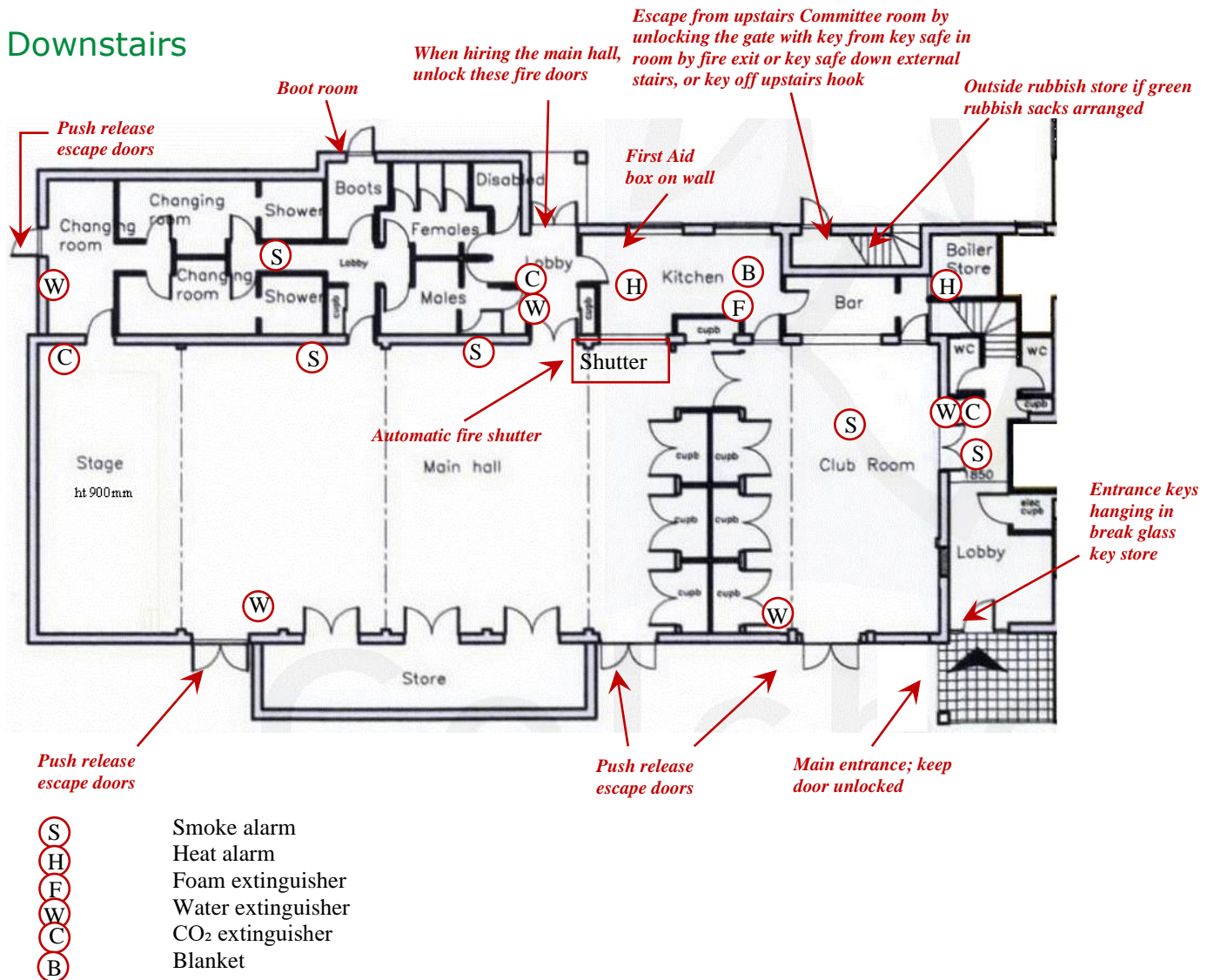
\* Licensed times on Sundays 7.00–23.00. \*\* Extension to opening hours to cover New Year's Eve celebrations until 2.30.



# Fire evacuation details

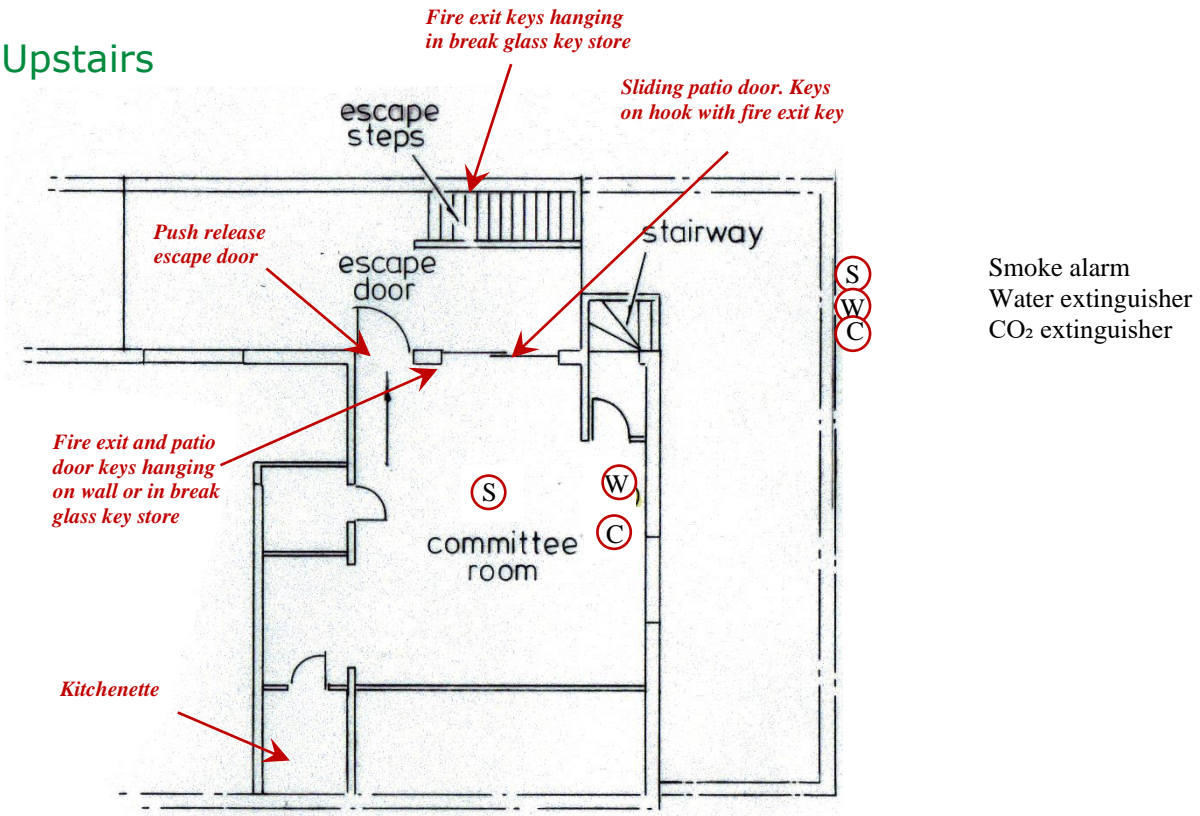
## Location and use of fire equipment for hirers

### Downstairs

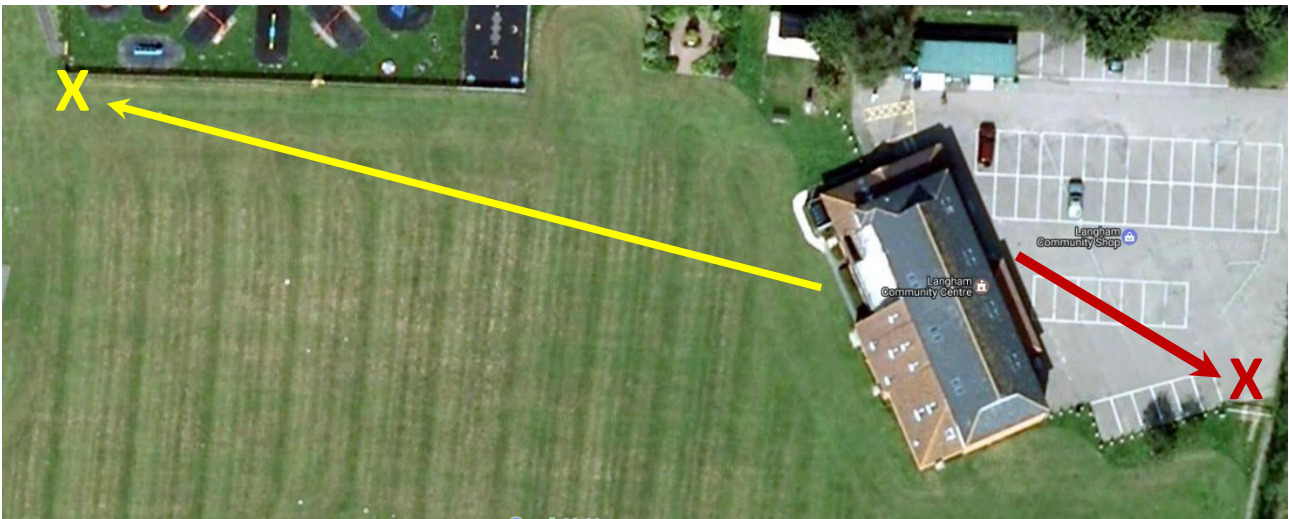


# Fire evacuation details

## Upstairs



## Map of Muster Assembly Points



In an emergency, please be aware of the prevailing wind and move to the appropriate Muster Assembly Point.

## Fire evacuation details

1. The person in charge of the room or function must instruct all persons to leave the building, shop and preschool using the nearest exit and assemble at one of the assembly points which are:-
  - in the far South East corner of the car park adjacent to the barrier onto the field or
  - on the recreation ground adjacent to the children's play area.
2. If it is safe to do so, if you have opened windows in the hall or Club room, please take the window controllers and close the windows from **outside** the building.
3. Call the Fire Brigade.  
There is a telephone in the shop and a public telephone box opposite the Shepherd Public House (turn left out of the recreation ground and turn left at the cross roads). DIAL 999 or 112.  
The address is:  
LANGHAM COMMUNITY CENTRE,  
SCHOOL ROAD, LANGHAM, COLCHESTER, CO4 5PA.
4. Once the premises have been evacuated, members of the public must not be allowed to re-enter the building to collect personal possessions or for any other reason.
5. On arrival of the Fire Brigade, the person in charge of the function should report to the Fire Officer that all persons are safe or the last known position of anyone who is missing.
6. Fire extinguishers are intended to be used to assist occupants to safely escape the building. They should only be used to put out small fires if:
  - You are trained in their use
  - It is realistic to attempt to extinguish the fire
  - Other persons in your group know what you are doing

The persons in charge should note the position and type of fire extinguishers in each area of the building and make all occupiers aware of the location of the fire exits. The emergency lights should be switched on at all times. Please report any defective lights etc. to the Caretaker: Cheryl Williams Tel 07493 241331