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**Terms and Conditions of Use for the Hire of Facilities at**

**The Carpenter Centre**

The Carpenter Centre premises are provided essentially for educational and youth / community purposes and must not be let in such a manner as to prejudice their use for this purpose. The following conditions therefore apply to all hirers and in signing this document, you agree to abide by these conditions.

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17. **Applications**

All correspondence and applications for the hire must be made directly to the The Carpenter Centre through The Linden Centre. All applications are subject to approval by the Headteacher of The Linden Centre.

**2. Hirer**

The Hirer must be 18 years of age or over and shall be the person by whom the application form for the hiring is signed. Such persons shall be responsible for the payment of the fees in respect of the hire and for the observance and performance in all respects of the conditions and stipulations contained within this agreement. The agreement will be deemed accepted upon the Hirer signing an agreement or commencing use of the premises.

The Terms and Conditions of Use for the Hire of Facilities at The Carpenter Centre are not transferrable, and in the event that the hirer should sell/transfer/franchise their business name to another party, the agreement with The Carpenter Centre becomes null and void, and access to the premises will be withheld. In this instance the new owner would need to request an agreement to hire the premises in their own right and may be subject to a waiting list.

The Hirer will be responsible for ensuring proper supervision of all users and not allow any activities which could endanger the safety of such users, The Carpenter Centre staff, visitors, pupils and other service users. The Hirer will be responsible for ensuring appropriate health and safety arrangements are in place and documented for all activities they are undertaking on the premises, including appropriate insurances, safeguarding and health and safety arrangements and the care of The Carpenter Centre premises. The Hirer will be responsible for ensuring that they comply with all relevant areas of the law in relation to the hire of the premises and delivery of their service, ensuring that all appropriate documentation is in place to reflect such compliance. The Hirer will also be responsible for ensuring that the security of the The Carpenter Centre is maintained at all times, ensuring that all windows and doors are appropriately secured, premise defects are reported and that unauthorised users are not permitted access to the premises.

**3. Fees and charges**

The hire fee shall be paid in full upon commencement of the letting and signing the Terms and Conditions of Use for the Hire of Facilities together with any returnable deposit required by The Carpenter Centre.

All fees will be specified in accordance with the Linden Centre Charges and Remissions Policy and are not negotiable. Upon acceptance of the agreement and/or commencement of the letting, (email confirmation will be included for this purpose) the Hirer becomes liable for the charges therein.

Fees and charges contained within the Charges and Remissions Policy are subject to change in accordance with increases in overheads, inflation and local rates, with the addition of costs for insurance for those lettings requiring use of the The Carpenter Centre’s third party hire insurances. The Linden Centre Management Committee reserve the right to amend these conditions without prior notice; all changes and uplifts to the Charges and Remissions Policy will be communicated to Hirers accordingly and are non-negotiable.

**Lettings will be invoiced one month in advance; payment not received within 28 days of invoice date may result in letting being cancelled. One–off and ad hoc lettings will be invoiced in advance and are due before commencement of letting.**

Further charges in addition to those on the agreement may be applicable in the event of damage or additional costs incurred by The Carpenter Centre over those agreed.

**4. Duration of the Letting**

The Carpenter Centre shall determine in advance the duration of a letting and this is indicated on the Application for Lettings. All lettings are agreed with the Hirer’s awareness that the premises are predominantly for The Carpenter Centre use and as such pupils and staff will take precedence, although every effort will be made to ensure that pupils have left before the Hire period starts. Upon the occasion that this is not possible the hirer is responsible for ensuring that pupils and their belongings are respected, and appropriate safety measures are adhered to, at all times.

The Carpenter Centre reserves the right to cancel a letting on occasions when The Linden Centre events must take precedence, for example, Open Evenings, exams, parents’ evenings, audits, inspections. As much notice will be provided for the letting as possible according to the circumstance.

**5. Cancellation or postponement of hire by The Carpenter Centre**

The Carpenter Centre reserves the right to refuse any application without stating reasons for so doing and also to terminate this agreement at a month’s notice in any circumstances.

The right is reserved to cancel any hiring, without notice, where The Carpenter Centre considers it necessary for any cause outside their control. If cancellation is necessary for The Carpenter Centre events or repair we will endeavour to give as much notice as possible. The Carpenter Centre shall not be liable for any loss of business/revenue as a result of any such action.

The Hire Agreement may be terminated in full with immediate effect in the instance of non-compliance with relevant laws, including in particular those regarding the safeguarding of children and vulnerable adults, health and safety, or any other significant breach of this agreement.

**6. Cancellation or postponement by Hirer**

Hirers will be permitted to cancel or postpone such bookings and reasonable notice for this purpose is required, at two calendar weeks. This may be waived only at the discretion of The Headteacher and where there is suitable reason for doing so, for example, unexpected illness of the Hirer, and there are no alternative options for the delivery of the letting. Refunds or fees payable under such circumstances are at the discretion of the Headteacher. Lettings cancelled with less than two weeks’ notice may be subject to the fee of the letting for the period of time subject to cancellation.

**7. Hired Area**

In all cases, access is strictly limited to the hired area and any toilet facilities, entrances, exits and corridors as directed by The Carpenter Centre in accordance with the areas requested for use within the Application for Letting. In all cases, the Hirer must ensure that no clients enter the premises without the Hirer or their staff being present to supervise, and will not be permitted access before their allotted arrival time. If additional time is required to set up and take down equipment or prepare for the letting this must be specified prior to the hire commencing and may be chargeable in accordance with the Charges and Remissions Policy.

Hirers and their clients will not be permitted to access and utilise The Carpenter Centre equipment and resources unless this is specified within the Application for Lettings and subsequently agreed by The Carpenter Centre in writing. This is inclusive of external fixed equipment and resources such as play equipment. Hirers are responsible for ensuring that their clients utilise the premises in accordance with the terms of this agreement as any damages caused will be liable to be paid for and rectified by the Hirer.

**Hirers are not permitted to provide access codes or security information to clients for any purposes. Hirers will not be provided with keys for The Carpenter Centre building and any passes provided will be valid only for the time for which the Hirer hires the premises as specified in the Application for Letting. The Hirer will be responsible for any key cards provided and will not be permitted to provide the access card to clients.**

**The Hirer must maintain security of The Carpenter Centre premises at all times. Windows must be closed prior to departure and when the hired area is otherwise unattended. Doors must not be propped open and left unattended at any time.**

The Carpenter Centre reserves to themselves, and their officials, the right to enter the hired area at all times and will produce evidence of their identity.

**8. Variation of Conditions**

The Linden Centre reserves the right to amend these conditions without prior notice. Amended conditions are not subject to negotiation.

**9. Care of The Carpenter Centre Premises**

The Hirer is responsible for everyone who is on The Carpenter Centre's premises for the activities they are organising and, generally, for everyone who comes on to the parts of The Carpenter Centre's premises which are under the Hirer’s control at the times stated on the Application for Letting. **Areas not** **hired must not be accessed.** The Hirer is responsible for ensuring that they comply with all the terms of the Hire Agreement.

No notices or placards shall be affixed to, leaned upon or be suspended from any part of The Carpenter Centre premises. No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer will not undertake any intrusive work to the fabric of The Carpenter Centre building. The Hirer shall ensure that no persons using the permitted area use shoes with stiletto heels or other footwear which may, in the opinion of The Carpenter Centre, be damaging to the floor surfaces of the hired.

The Hirer shall not use any tools, apparatus or equipment belonging to The Carpenter Centre without prior written agreement or consent from the Headteacher.

Storage of Hirer’s equipment may be permitted upon purchase of a suitable clear storage container as per The Carpenter Centre specification and only upon written agreement from the Head Teacher. The Head Teacher will advise where placement of the crate will be, which the Hirer must keep locked when not in use. No equipment may be stored at the premises other than described above and there must be no sharp, dangerous, illegal or other equipment deemed unsuitable by The Carpenter Centre stored on site. Equipment belonging to the Hirer must be removed from the premises at the end of the period of hire unless storage arrangements have been approved by the Headteacher prior to the commencement of the hire.

All indoor and outdoor areas included in the hire must be left litter free. The use of talcum powder in changing areas is prohibited. Any costs incurred outside of the normal cleaning regime may be passed on to the Hirer.

Any damage to The Carpenter Centre premises and/or property will be charged to the Hirer. Any damage caused by the Hirer or their clients, directly or indirectly, must be reported to the Head Teacher in writing upon discovery.

**10. Intoxicating liquor**

Intoxicating liquor shall not be brought into nor consumed on The Carpenter Centre premises without the prior written consent of The Headteacher. Where such consent is given Hirer must comply with the Licensing Laws and provide evidence of such to The Headteacher prior to commencement of the letting.

**11. Smoking**

There shall be **no smoking or vaping** anywhere on The Carpenter Centre premises on the grounds of fire safety and the potential for damage to floors, furniture and other The Carpenter Centre assets. This includes external premises within The Carpenter Centre’s boundary.

**12. Public Entertainment and other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Headteacher all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation (The Carpenter Centre shall recommend the approved method of installation).

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The Hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

* + All safety requirements and recommendations of any licensing authority are complied with;
  + Any limitation on the number of persons admitted imposed by any licensing authority and the The Carpenter Centre are complied with;
  + Appropriate insurances are in place, purchased by and in the name of the Hirer/Hirer’s organisation;
  + Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.

Any Hirer who wishes to let the premises for public entertainment purposes must agree such an event with the Headteacher in writing in advance of the event, and conditions stipulated for the event to proceed in accordance with The Carpenter Centre requirements must be adhered to. Sufficient notice must be provided for such events (i.e. no less than four working weeks – term time).

The duration of the function or entertainment shall include the time at which the first Hirer arrives to site and sets up for the event, and the time at the last Hirer leaves site and demobilisation of the event.

1. **Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The Hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the Hirer fails to do so, any permission previously granted by the Headteacher to use The Carpenter Centre premises shall be immediately cancelled and The Carpenter Centre shall have the right to recover fees, charges or any other payments referred to in these Regulations. The Hirer shall indemnify the Trust from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on The Carpenter Centre premises.

The Hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 1 Upper James Street, London, W1F 9DE.

Evidence that the necessary licences have been obtained must be supplied to the The Carpenter Centre **one month** before the letting/event.

**14. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the Hirer shall be deemed to have knowledge of the contents thereof whether or not they have availed themselves of the opportunity of inspection.

**15. Use of The Carpenter Centre’s Equipment**

The hire area does not include the use of any equipment except where specifically agreed in advance of the commencement of hire and subject to any fees deemed appropriate by The Carpenter Centre under the Charges and Remissions Policy and as agreed by the Headteacher. The Carpenter Centre furniture shall not be moved except by prior arrangement. The Hirer must do everything reasonable to avoid loss, damage or breakage to The Carpenter Centre property whilst The Carpenter Centre premises are under the Hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the appropriate member of The Linden Centre staff (Office number Tel 01952 385601. The Carpenter Centre will be entitled to charge the Hirer for any such loss, damage or breakage to The Carpenter Centre assets. This includes the use of The Carpenter Centre fixed equipment, resources and consumables both internally and externally.

**16. Insurance**

The Hirer will be required to indemnify The Carpenter Centre against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of The Carpenter Centre, its Servants or its Agents. **Hirers are required** **to provide a copy of their insurances prior to commencing the hire of the premises and annually upon renewal if the period of hire is ongoing.**

The Hirer will indemnify The Carpenter Centre from and against any costs, claims, demands losses damages, expenses, proceedings, actions or any other legal liability whatsoever which shall be incurred by, suffered by, or brought against either of The Carpenter Centre by any third party as a consequence of the exercise or purported exercise of the Agreement by either, the Hirer, or its staff, or its agents, or licensees, provided that this indemnity shall not apply to the extent that any such liability is due to a negligent act or omission committed by The Carpenter Centre.

Throughout the period of hire, the Hirer will maintain valid and current public liability, employee liability and third party insurance cover (all in the name of the Hirer) with insurers of good repute and financial standing, such cover having a limit of indemnity of not less than five million pounds (£5,000,000) each, for any occurrence or related series of occurrences arising out of one event (the number of claims being unlimited).

The Hirer must provide a copy of the certificate to allow the letting to take place, and on an annual basis upon renewal thereafter where the letting continues.

**For non-business/community lettings requiring use of The Carpenter Centre’s Third Party Hire Insurance, a £100 deposit must be secured at least one week prior to the letting commencing and charges for the use of The Carpenter Centre Third Party Hire Insurance will be made at cost value, plus insurance premium tax at the current rate. Requirements for insurance cover under The Carpenter Centre’s third party insurances must be clearly marked within the Application for Letting to permit necessary arrangements to be made.**

**17. Health and Safety**

**Hirers are responsible for familiarising themselves with the relevant The Carpenter Centre premises risk management information prior to commencement of the hire. In addition to this, the Hirer must notify The Carpenter Centre of any risks relating to the specific purpose of hire or equipment they are bringing in to be used; and upon any changes to practice or activities. The mitigating actions must be this must be communicated to the Head Teacher and Site Manager and shared with the relevant staff/helpers who will be present during the period of hire**.

A written register of attendance must be maintained by the Hirer on every occasion of hire for fire and emergency evacuation purposes, and produced upon request. It is your responsibility to contact the emergency services if required; therefore the Hirer must have a mobile telephone on site at all times as the facility you have hired may not have access to a landline.

Alarms will sound in the event of a fire. Emergency lighting will activate and you should follow the fire exit routes to the designated assembly point where the register must be completed to give to any emergency services who attend. The Hirer should have a written evacuation plan for the premises should this be required.

Equipment belonging to the Hirer must be demonstrably safe, maintained, suitable for use for the activity and suitable for the use in the premises. Recorded checks must be made and risk assessments available for use of the equipment. The equipment must be used in accordance with manufacturer guidance. Any electrical equipment brought onto site must have a current PAT (Portable Appliance Test within the last 12 months).

**The Carpenter Centre premises may contain asbestos in the area of the building/premise being hired. It is imperative that all possible disturbances of asbestos are reported to The Carpenter Centre immediately and the area(s) in which the possible disturbance has occurred are evacuated immediately. Telephone: Headteacher : Mr Darren Lennon 07968229013 immediately. No intrusive actions are permitted on the premises.**

**It is the responsibility of the Hirer to provide their own first aid kits to the premises, containing the relevant first aid and medical materials. The Hirer must have staff attending all periods of hire, who are sufficiently trained in first aid. The ratio of first aid trained staff must be proportionate to the number of individuals attending.**

**Any accidents must be reported to the appropriate member of The Carpenter Centre staff within 24 hours. Email: Headteacher: Darren Lennon – Email:** [**Darren.Lennon@telford.gov.uk**](mailto:Darren.Lennon@telford.gov.uk) **. Defects must be reported to the Head Teacher / Site Manager immediately that they are apparent. Any damage to The Carpenter Centre premises and/or property, incurred during the letting, will be charged to the Hirer.**

The Hirer must not cause or create any inconvenience, disturbance, or nuisance to The Carpenter Centre or its day to day running and to promptly take any measures which are properly and reasonably required by The Carpenter Centre and notified in writing to the Hirer, in order to abate any such inconvenience, disturbance or nuisance to the reasonable satisfaction of The Carpenter Centre.

The Hirer must keep the Accommodation in a clean and tidy condition at all times and to ensure that any equipment or materials which are used therein by the Hirer are cleared away, packed up and stored at the end of each session to the satisfaction of the Head Teacher, so as to ensure that the Accommodation can be cleaned, or decorated, or otherwise used for the purposes of The Carpenter Centre without inconvenience to The Carpenter Centre at any time outside the times which the Hirer is permitted to use the facilities.

The Hirer must ensure that all electrical equipment installed and used by the occupier’s staff or service users via the mains electricity supply is agreed by The Carpenter Centre in writing, and properly checked in accordance with the requirements set out under the Electricity at Work Regulations governing requirements for the periodic inspection of portable electrical equipment, determined by the type of equipment and frequency of use.

The Hirer is responsible for taking all reasonable steps and measures to prevent any hazard or danger arising from the occupation of the accommodation and maintain the accommodation in good condition, report any areas of concern to the appropriate member of The Carpenter Centre personnel.

To immediately comply with any conditions or regulations which are notified in writing to the Hirer by either of The Carpenter Centre in order to either, regulate the exercise of this agreement, or to protect the health, safety and welfare of the pupils, staff and visitors at The Carpenter Centre, provided that such conditions and regulations do not unreasonably derogate from the rights hereby granted to the Hirer.

**For all lettings hosting events for children under the age of 18, it is mandatory for all staff to hold valid enhanced DBS with barred list clearances. It is reasonable for The Carpenter Centre to refuse a letting provided for children if the provider of the letting is not deemed to hold sufficient DBS clearance and appropriate documentation of such.**

**All lettings must support The Carpenter Centre Safeguarding Policy with regards to child protection and PREVENT strategy for extremism and extremist views. For any concerns, please contact the designated safeguarding lead or a deputy in their absence, (see the individual The Carpenter Centre Safeguarding Policy for named Safeguarding lead) immediately. For more information please visit** [www.lindencentre.co.uk](http://www.lindencentre.co.uk) **and download the relevant Safeguarding and Prevent Policies.**

**18. Parking and Vehicles**

The parking of vehicles on The Carpenter Centre's property shall be permitted in **approved areas only** under the condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to The Carpenter Centre's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on The Carpenter Centre premises. Parking must be in marked bays. The Hirer must monitor and remind their customers that pedestrian areas must be used at all times. Vehicle / pedestrian segregation is the responsibility of the Hirer for the duration of the letting. They must also remind their customers that they must park responsibly on The Carpenter Centre premises and to respect that the facilities are used for other hires. The site speed limit must be obeyed by all visitors to the site and it is the Hirer’s responsibility to remind their customers of this if the speed limit is violated.

**19. Use of Playing Fields**

Any hiring of the outside space may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use or it is deemed unsafe. Suitable footwear must be worn at all times. Playing fields and playgrounds are not to be used by Hirers or their clients unless specifically requested by the Hirer. There could be a cost attached. This is inclusive of any external play equipment and resources by the Hirer and their clients.

**20. Miscellaneous**

The hiring body shall comply with such additional conditions as deemed appropriate by the Headteacher to be observed for a particular letting.

No photography is permitted without express permission of The Carpenter Centre, in writing.

Animals are not permitted on site during the duration of the hire with the exception of Working Dogs.

Keys will not be provided for lettings, access will be granted to the premise by The Carpenter Centre staff.

**21. Documentation Completion**

The Lettings Conditions of use documentation must be signed by the appropriate individual, responsible for the Hire. Please sign to confirm that you have read, understood and will adhere to the Lettings Condition of Use, and that the information contained within the document will be shared appropriately with individuals within the letting’s organisation.

Name (print): ………………………………………………………….

Signed: …………………………………………………………………..

Position: …………………………………………………………………

Company: ………………………………………………………………

Date: ………………………………………………………………………

The Carpenter Centre contact name: Darren Lennon

The Carpenter Centre contact email: [Carpenter.Centre@taw.org.uk](mailto:Carpenter.Centre@taw.org.uk)

The Carpenter Centre contact number: 01952 385601