



Livin's Community Investment Manager will deliver before (first use) the Hirers and induction into safe use of the community space ensuring that the Hirer receives information and instruction in the following matters (if required):

- 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.
- In advance of an activity/service the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - How to report an accident or incident to Livin.
 - How to report defects and repairs to Livin.

1. Room Hire Terms:

1.1 In these Terms and Conditions the following definitions apply:

"The Hirer" means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract/ booking form or provided a confirmation email

"The Premises" means the building or part of the building or room booked and referred to in the contract/ booking form or confirmation email.

"The period of hire" means the date(s) and time(s) for hire referred to in the booking form/ contract or other correspondence.

“The Authorised Officer” means Livin’s Community Investment Manager or any person or persons nominated by him/her.

“The amount Due” means the amount excluding VAT that the Hirer is required to pay to Livin as set out in the Room Hire Booking Form

“Guests” means any person entering the Premises with the Hirer’s consent.

2. Standard Conditions of Hire

2.1 These standard conditions apply to the hiring of the building. If the Hirer is in any doubt as to the meaning of the following, the Authorised Officer should immediately be consulted.

3. Maximum capacity

3.1 The Hirer will not exceed the maximum capacities for the Premises.

3.2 The maximum capacities are as follows:

The Ark

| | |
|-------------|-----------------------|
| IT SUITE | (10 learner capacity) |
| Yellow Room | (12 learner capacity) |
| Blue Room | (12 learner capacity) |

Foundations

| | |
|-----------------|-----------------------|
| Kitchen | (21 capacity) |
| Communal Lounge | (66 capacity) |
| Classroom | (15 learner capacity) |
| IT Suite | (30 learner capacity) |

Communal Lounge

| | |
|-------------------------------|--------------------|
| Simpasture, Newton Aycliffe | (Room capacity 66) |
| Gilpin Court, Newton Aycliffe | (Room capacity 48) |
| Lilburn Close, Shildon | (Room capacity 40) |
| Garbutt Close, Shildon | (Room capacity 36) |
| Chestnut Close, Shildon | (Room capacity 36) |
| West Close, Shildon | (Room capacity 72) |
| Harrison Close, Shildon | (Room capacity 40) |
| Rowan Avenue, Shildon | (Room capacity 40) |
| Hirst Court, Spennymoor | (Room capacity 35) |
| Inglesgarth, Spennymoor | (Room capacity 35) |
| Hartley Terrace, Spennymoor | (Room capacity 70) |

3.3 The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care and safety from damage, however slight or change of any sort; and 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 the Room Hire Terms and Conditions, the Hirer shall make good or pay for all damage (including accidental damage) to the building or to the fixtures, fittings or contents and for loss of contents.

4. Use of Premises

4.1 The Hirer shall not use the premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use the Premises or allow the Premises to be used for:

- any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.
- To an organisation or individual which has been banned by law

4.2 The Hirer must not block or restrict any access to fire or entrance/exit doors.

4.3 The Hirer must complete a risk assessment for their activity if this is to be a regular booking. Maximum numbers for each community venue and lounge are listed above and included on the booking form.

4.4 Livin reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

4.4.1 That such events may be contrary to the interest of the public or contrary to any law or act of parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.

4.4.2 The users of the Premises may do something that may cause or pose a risk of loss, damage or significant expense to the Premises or harm the reputation of Livin.

4.4.3 The premises are only bookable between the hours of 8am until 10pm (the premises must be vacated and locked by 10pm).

5. Licences

5.1 The Hirer shall ensure that they have all permits, consents, licences, permissions, certificate, authorisations, and approval whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a

licence by the Performing Rights Society Licence and any copyright permission.

6. Health & Safety Compliance

6.1 The Hirer shall comply with all requests from Livin's Health and Safety Team and must supply any documents requested promptly.

6.2 The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire.

6.3 The Hirer must, if requested by Livin, carry out a risk assessment for the event. A copy of the risk assessment must be supplied to Livin at least 14 days before the first date of the Period of Hire.

6.4 The Hirer shall ensure they are familiar with the:

- Fire alarm points
- Fire evacuation procedures, routes, refuge point and assembly point
- Location of telephone
- Location of first aid kit
- Location of accident reporting book

6.5 The Hirer shall

- Ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises.
- Ensure fire doors in the Premises are not propped or left open at any time.
- Familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

7. Accidents and Dangerous Occurrences

7.1 The Hirer must report all accidents involving injury to the public to the Authorised officer as soon as possible and complete the relevant section in the Premises accident book.

7.2 Any failure of equipment belonging to the Premises or brought in by the Hirer must also be reported to the Authorised Officer as soon as possible.

7.3 Certain types of accident or injury must be reported to the local authority or the Health and Safety Executive. The Authorising Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

8. Electrical Appliance Safety

8.1 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the hirer must make use of it in the interests of public safety.

9. Alterations

9.1 The Hirer must not make any alterations to the Premises or any other part of the Premises without Livin's prior written consent.

10. Food & Drink

10.1 The Hirer shall if preparing, serving, or selling food observe all relevant food and hygiene legislation and regulations.

11. Smoking and e-cigs/vapes

11.1 The Hirer shall, and shall ensure that the Hirer's guests, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. There are no designated smoking/vaping areas outside the premises, but if room users choose to smoke or vape, they should do so away from the property. Any person who breaches this provision shall be asked to leave the premises.

12. Noise

12.1 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make sure to keep noise to a reasonable level which will be restricted after 9pm ensuring the premises are vacated by 10pm as per the opening times.

13. Animals

13.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Livin. No animals whatsoever are to enter the kitchen area at any time.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

14.1 Alcohol or illegal drugs may not be brought on to or consumed on these Premises.

15. Nuisance

15.1 The Hirer must not do or allow any guests attending their hiring to do anything on the Premises which is or may become a nuisance to the Premises or other hirers or to the occupiers of adjoining or neighbouring premises.

15.2 The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building

16. Gaming, Betting and Lotteries

16.1 The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

17. Fly Posting

17.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify Livin accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. Sale of Goods

18.1 The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used 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 Manufacturers' Recommended Retail Prices

19. Children

19.1 The Hirer shall ensure that where an event involves activities aimed predominately at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedure in place. The Hirer should also be aware of taking photographs of vulnerable adults and children without their or their parents' permission. Photographic consent forms are recommended for use by the Hirer, but we do not need copies of these.

20. Charges, Confirmation and Cancellation

20.1 The booking will be confirmed on acceptance of the booking by Livin.

20.2 Livin reserves the right to cancel any booking by written notice to the Hirer in the event of:

20.2.1 the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

20.2.2 Livin reasonably considering that.

- such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- unlawful or unsuitable activities will take place at the premises as a result of this hiring;

20.2.3 the premises becoming unfit for the use intended by the Hirer.

20.2.4 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 the Hirer shall be entitled to a refund of any deposit already paid, but Livin shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20.3 Where a booking is cancelled by Livin, Livin shall incur no liability to the Hirer whatsoever.

20.4 If the Hirer wishes to cancel the booking before the date of the event and the premises is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Livin. Livin reserves the right to cancel this hiring.

20.5 The Hirer shall make payment of the Amount Due plus VAT within 14 days of the date of the invoice.

20.6 Interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on a late payment.

20.7 The details of the Amount Due are set out on the Room Hire Booking Form. VAT is payable in addition to the Amount Due.

20.8 Livin updates its room hire charges from time to time. Livin will give 10 days' notice of any increase in the Amount Due. This will not apply to one off bookings.

21. Insurance and Indemnity

21.1 The Hirer shall be liable for: -

21.1.1 the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

21.1.2 all claims, losses, damages, and costs made against or incurred by Livin, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

21.1.3 all claims, losses, damages, and costs made against or incurred by Livin, their employees, volunteers, agents, or

invitees because of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly Livin employees, volunteers, agents and invitees against such liabilities.

21.2 Livin shall take out adequate insurance to ensure the liabilities described in sub-clauses 21.1.1 above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 21.1.2 and 21.1.3 above.

21.3 Livin shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified Livin employees, volunteers, agents. and invitees against:

21.3.1 any insurance excess incurred and

21.3.2 the difference between the amount of the liability and the monies received under the insurance policy.

21.4 Where Livin does not ensure the liabilities described in sub-clauses 21.1.2 and 21.1.3 above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Livin. Failure to produce such policy and evidence of cover will render the hiring void and enable Livin to re-hire the premises to another hirer.

22. End of Hire

22.1 The Hirer shall be 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 Livin be at liberty to make an additional charge.

23. Data Protection

23.1 Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 2018 for statistical analysis, management, planning and in the provision of services by Livin.

24. Governing Law

24.1 This Agreement is governed by and interpreted in accordance with the laws of England and the English Courts shall have exclusive jurisdiction with respect to any dispute arising under this agreement.

25. Third Party Rights

25.1 No term of this agreement shall be enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not a party to this agreement.

26. Statistics and Surveys

26.1 The hirer shall (upon request) work with Livin to provide them with monthly usage and service delivery statistics, which may include total numbers of attendees; number of Livin tenants attending; breakdown of attendees by sex or age category. This will support Livin to justify future investment into the premises as well as consider future development in nearby locations. At times throughout the year Livin may also ask hirers to support them to undertake user surveys to gain feedback on various issues including general wellbeing.

FOR OFFICE USE ONLY - CHECKLIST OF REQUIRED ACTIONS

| Documents/Actions to be returned to Livin | Received YES/NO | Date Received/actioned | Comments |
|--|-----------------|------------------------|----------|
| Insurance policy | | | |
| Risk Assessment(s) for proposed activity | | | |
| Food Hygiene Certificate if preparing, serving or selling food | | | |
| First Aid Arrangements | | | |
| First Aid Training Certificate | | | |
| Confirmation that DBS checks for those supervising activities for children, young people or vulnerable adults are in place | | | |
| Child Protection Policy for those supervising activities for | | | |

| | | | |
|---|--|--|--|
| children, young people or vulnerable adults | | | |
| | | | |
| A building induction has been completed with the proposed room user | | | |

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