

awesome!

FACILITY HIRE

TERMS AND CONDITIONS OF HIRE

**Cape Play & Youth Project
Three Corners Adventure Playground
Barnard Adventure Playground
Waterside Adventure Playground
King Henry's Adventure Playground
Cornwallis Adventure Playground**

CONTENTS

FACT SHEET

1. Agreements
2. Pre and Post Event Inspections
3. Risk Management

TERMS AND CONDITIONS OF HIRE

CONTENTS

1. DEFINITIONS	5
2. APPLICATION	5
3. HIRE FEES	5
4. SECURITY BOND	5
5. CANCELLATION OF BOOKINGS	6
6. USE OF FACILITY	6
7. LIABILITY AND INSURANCE	7
8. EXCLUSION OF LIABILITY	7
9. CHILD PROTECTION AND SAFEGUARDING	8
10. ACTS AND REGULATIONS	8
11. FIRE SAFETY REGULATIONS/EVACUATION PLAN	8
12. FACILITY CAPACITY	9
13. SAFETY	10
14. PERMISSION TO OCCUPY	10
15. ASSIGNMENT	10
16. SUPERVISION & SECURITY	10
17. Council Departments, Charities and Community Group Hires	11
18. REFUSAL TO GRANT HIRE & CANCELLATION	11
19. KEYS	12
20. THEFT	12
21. DAMAGE TO THE FACILITY	12
22. ELECTRICAL EQUIPMENT	12
23. FOOD PREPARATION / CATERING	12
24. WASTE	13
25. SMOKING	13
26. LIQUOR/ALCOHOL	13
27. GAMBLING	13
28. STORAGE	14
29. PROHIBITED AREAS	14
30. LOCKING UP	14
31. CLEANLINESS	14
32. PUBLIC ANNOUNCEMENTS AND ADVERTISEMENTS	15

33. DECORATIONS / STAGE FITTINGS	15
34. PIANO	15
35. SEATING	15
36. AIR-CONDITIONING	15
37. PERFORMING RIGHTS	16
38. POLICE	16
39. HIRE OF OUTDOOR ADVENTURE PLAYGROUND SPACE	16

FIRE SAFETY PROCEDURES
SITE RISK ASSESSMENT

ATTACHMENTS

Application for Facility Hire or
Application for Regular Facility Hire
Fees and charges schedule

FACT SHEET

Agreements, Inspections & Risk Management

A. Agreements

1. The hiring of Awesome CIC's facilities will be based on a standardised application process.
2. The Terms and Conditions of hire will accompany the Application Form provided to the prospective applicant and the applicant, a) acknowledges receipt of same, and b) confirms he or she has understood the Terms and Conditions, when he or she signs the Application Form.
3. Under no circumstances will the hire of an Awesome CIC Facility be allowed without a formal agreement and consent from Awesome CIC.

B. Pre and Post Event Inspections

1. The allocated hire supervisor will conduct a pre-event inspection with the Hirer. A walk-through of the Awesome CIC Facility is to be carried out and important issues, particularly any unusual features of the Awesome CIC Facility, shall be pointed out to the Hirer.
2. The post event inspection will be undertaken by the appointed person promptly following the event/function (or in the case of a regular booking, promptly following the last booked event/function). The Hirer's Security Bond will not be released before the post event inspection has taken place and all damage made good.

3. Risk Management

1. Awesome CIC's Playwork Coordinators are to refer potential Hirers to the Awesome CIC bookings administrator, who will scrutinise and administer hire applications. Awesome CIC has the discretion to refuse, for any reason whatsoever, an application for hire.
2. By signing and completing the Application Form the Hirer also acknowledges receipt of the Site Risk Assessment and confirms they have understood the obligations in the Site Risk Assessment.

Awesome CIC grants the hire of the facilities described in the approved application form subject to the following conditions:

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

- a) **“Facility”** means the Facility named in the application for Facility hire
- b) **“Awesome”** means Awesome CIC
- c) **“Fire Safety Procedures”** means the fire safety procedures attached
- d) **“Hirer”** means the applicant named on the application form and includes any persons acting on the Hirer’s behalf during the hiring of the Facility
- e) **“Hire Fees”** means the the appropriate rate of hire of the Facility as set out in Clause 3 below
- f) **“Hire Rates”** means the rates for sessional hire of the relevant parts of the Centre as set out in the Fees and Charges Schedule.
- g) **“Hire Supervisor”** means an appropriate officer from Awesome CIC
- h) **“Security Bond”** means the Security Bond as set out in the Fees and Charges Schedule to be paid by the Hirer in accordance with the terms of this agreement
- i) **“Site Risk Assessment”** means the site risk assessment attached
- j) **“Terms and Conditions”** means the Fact Sheet for Agreements, Inspections and Risk Management together with the Terms and Conditions of hire set out below
- k) Words importing one gender include all genders and words importing the singular include the plural and vice versa
- l) Reference to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof and any Statutory Instrument made thereunder

- m) Any reference to Awesome CIC's consent or notice means Awesome CIC's prior written consent or written notice
- n) Reference to **“hiring”** shall include the use of the Facility for the Purpose of Hire

2. APPLICATION

No booking is to be treated as finalised and no hire agreement shall come into force until the following requirements have been satisfied:

- a) Awesome CIC has received an acceptable application in the required form signed by or on behalf of the proposed Hirer undertaking to comply with these Terms and Conditions;
- b) Awesome CIC has received all Hire Fees and Security Bond payable in respect of the proposed hire; and
- c) Awesome CIC has issued written booking confirmation in respect of the proposed hire.

3. HIRE FEES

- a) A quotation setting out the Hire Fees and Security Bond will be provided to the Hirer following receipt of its application form.
- b) Hire Fees shall be calculated in accordance with the Fees and Charges Schedule, a copy of which is attached to these Terms and Conditions. The Fees and Charges Schedule will be updated by Awesome CIC from time to time. All Hire Fees shall be payable no less than twenty one (21) days prior to the Hirer's first intended use of the Facility.
- c) The Hirer will pay the to Awesome CIC according to the Hire Rates the Security Bond and the Hire Fee for the Facility on the date of this agreement. In the event of damage occurring during the hiring, the Security Bond, or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer in respect of the cost of making good any damage which occurs during the hiring including any cleaning that may be required. Any balance not so applied will be returned to the Hirer.

- d) Awesome CIC reserves the right to refuse access to the Facility hired if the whole or any part of the Hire Fees or Security Bond has not been paid or if the Terms and Conditions under this agreement has not been complied with.

4. SECURITY BOND

- a) A Security Bond of £250 will be payable for any event/function where alcohol will be served. For events/functions where alcohol will not be served, a Security Bond of £150 will be payable if more than 50 people are expected to attend. For all other events/functions, a Security Bond of £50 will be payable unless Awesome CIC (acting reasonably) considers that a larger Security Bond is justified.
- b) The Security Bond shall be paid by the Hirer not less than twenty one (21) days prior to the first intended use of the Facility. The Security Bond will be returned to the Hirer by BACS transfer within fourteen (14) days of the Hirer's last booked use of the Facility, less any deductions which Awesome CIC may be entitled to make pursuant to these Terms and Conditions.
- c) Awesome CIC shall be entitled to deduct from the Security Bond any sum for which the Hirer becomes liable pursuant to these Terms and Conditions. Examples of situations where deductions are likely to be made from the Security Bond include where the Facility or any fittings or furniture have been damaged by the Hirer or his/her guests or where the Facility requires cleaning as a result of the Hirer's use of it. Where the sum due to Awesome CIC exceeds the amount of the Security Bond held the balance shall be payable by the Hirer as a debt.

5. CANCELLATION OF BOOKINGS

- a) Where the Hirer wishes to cancel a booking for the hire of any Facility, the Hirer must notify Awesome CIC at least fourteen (14) days prior to the date of the event/function.
- b) Where the Hirer gives fourteen (14) or more days prior notice of its wish to cancel a booking, the Hire Fees and Security Bond paid in respect of the cancelled booking will be refunded less any deductions which Awesome CIC may be entitled to make pursuant to these Terms and Conditions.
- c) Where the Hirer gives less than (14) days prior notice of its wish to cancel a booking (or if the Hirer is a "no show"), the full Hire Fees will not be refunded. The Security Bond paid in respect of the cancelled booking will be refunded

less any deductions which Awesome CIC may be entitled to make pursuant to these Terms and Conditions.

- d) In the unlikely event that Awesome CIC wishes to cancel a booking, the cancellation will be dealt with under clause 16 (Refusal to Grant Hire & Cancellation).

6. USE OF FACILITY

- a) The Hirer and its guests will only use the Premises for the purposes set out in the Application Form and in accordance with the Terms and Conditions and shall not use the Facility in a manner or for any purpose that is inconsistent with the manner and purpose stated in the approved application form.
- b) The Hirer is responsible for ensuring that all of his/her guests and attendees conduct themselves in a safe and responsible manner.
- c) The Hirer will use its best endeavours to remove unauthorised persons in the Facility and to notify the Awesome CIC Services immediately of any unauthorised occupation of the Facility.
- d) Hire of the Facility shall not commence earlier than the start dates and times stated in the approved Application Form nor finish later than the finish dates and times stated on the approved Application Form. Evening events/functions must finish (and the Facility must be vacated) by **10pm**. Arrangements for closing and cleaning the Facility after use should be discussed with Awesome CIC's Hire Supervisor.
- e) If the Facility is not vacated by the finishing time stated on the approved application form the Hirer shall pay Awesome CIC at the standard hire rate, that any part of the Facility remains in use or occupation by the Hirer beyond the said finishing time. The payment of such sums by the Hirer in such circumstances shall not entitle the Hirer to remain in use or occupation of the Facility nor shall it prevent or limit Awesome CIC's right to have the Hirer and any attendees immediately removed from the Facility by the police, security staff or other appropriate authorities.
- f) When using and vacating the Facility, the Hirer must give every consideration to the residents who live nearby and members of the public. **Noise must be kept to a minimum and antisocial behaviour is not acceptable.** Spitting, obscene or insulting language, and damage to property will not be tolerated. The Hirer must also ensure that all litter/rubbish is appropriately disposed of and that all vehicles are appropriately parked.

- g) The Hirer must comply with all relevant legislation and directions from Police. The Hirer must also comply with all reasonable directions given by Awesome CIC or its representatives and in particular the Fire Safety Procedures as well as all statutory and other legal requirements in relation to the health and safety of all users.
- h) Where guide dogs are used the Hirer must ensure the animal is kept on a lead at all times and the dog is an authorised guide dog.
- i) With the exception of clause 6(h) above not to permit any animals to be brought into the Facility or any part of the premises which the Facility forms part of.
- j) The Hirer will not park any vehicles at the Facility or grounds of the premises where the Facility is situated other than where available, by prior consent (and absolute discretion) of Awesome CIC, at authorised places designated by Awesome CIC.

7. LIABILITY AND INSURANCE

- a) The Hirer shall indemnify Awesome CIC against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring or to any person caused by the act default or negligence of the Hirer or the Hirer's guest. Where the Hirer is not a community group, charitable organisation or voluntary sector organisation the Hirer will also indemnify Awesome CIC against any direct or indirect consequential loss or damage suffered by Awesome CIC caused by the act default or negligence of the Hirer, their guests or anyone acting on the Hirer's behalf.
- b) Where the Hirer is an incorporated or commercial organisation, the Hirer must effect and throughout the duration of this Licence keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Hirer's use of the Facility and all losses in respect of which an indemnity is given under clause 7(a) in the amount of at least £10,000,000 in respect of any one claim for bodily injury or disease or damage to property, and must make available to Awesome CIC on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

8. EXCLUSION OF LIABILITY

- a) Awesome CIC will not be liable to the Hirer for any accidents, injuries, damage and/or loss of personal property as a consequence of the hiring.
- b) Awesome CIC will not be liable to the Hirer for any loss of profits, revenue, business, goodwill, indirect or consequential loss or damage to the Hirer arising from the cancellation of the hire or any loss damage or destruction howsoever caused to the Hirer or its attendees' belongings, goods and equipment of whatsoever nature used at the Facility including the loss of any data which may be stored in the Hirer's equipment.

9. CHILD PROTECTION AND SAFEGUARDING

- a) The Hirer acknowledges there may be activities run for children, young persons or vulnerable persons during the hiring (whether at the Facility or the hiring) and will comply with all requirements Awesome CIC may have to comply with safeguarding of these children, young adults or vulnerable persons.
- b) Where the Hirers organise events with children and young people NOT accompanied by their parents or guardians, the Hirer must comply with Awesome CIC's requirements for safeguarding.
- c) It is the Hirer's responsibility to ensure any adult working with children or vulnerable adults has a current and satisfactory DBS certificate in place. The Hirer must produce evidence of this to Awesome CIC on request and the Hirer undertakes there will always be a person with a valid DBS certificate in charge when working with children, young adult or vulnerable person. The Hirer will not leave any child, young person or vulnerable person in the company of anyone other than their respective parent or guardian.
- d) The Hirer will be responsible for complying with all statutory requirements for safeguarding of children including and which for the avoidance of doubt is not limited to the conditions in this agreement including preparing its own safeguarding policy and guidance in accordance with the law including the Safeguarding Vulnerable Groups Act 2006.
- e) Where the Hirer suspects a child, young person or vulnerable person at the Facility during the hiring is or may be at risk of suffering, or likely to suffer, significant harm, physical abuse or physical harm the Hirer will immediately inform the Hire Supervisor and use its best endeavours to cooperate fully with

Awesome CICs in reporting this to the relevant authorities including the police.

10. ACTS AND REGULATIONS

The Hirer shall comply with all relevant laws and regulations, together with all relevant national safeguarding guidelines and codes of practice.

11. FIRE SAFETY REGULATIONS/EVACUATION PLAN

a) The Hirer is responsible for ensuring the safety of guests attending their events/functions and the implementation of the fire safety procedure set out below. The *Building Fire Safety Regulations 2008* must be enforced. As a minimum, the Hirer must:

- Read and abide by the emergency evacuation plan located on the wall within the Facility;
- Know the location of all fire exits in the Facility and be capable of directing guests to these fire exits as required;
- Know the location of prescribed fire safety installations/equipment provided in the Facility (instructions for use are detailed on all fire extinguishers);
- Ensure doors to evacuation routes are not locked and can be opened;
- Check that there are clear paths of evacuation from all occupied areas in the Facility at all times. Fire safety exits must be left unimpeded at all times, do not park vehicles or leave boxes or other items outside the fire exit door;
- Ensure occupants of the building can exit directly into open space or another place of safety;
- Ensure he/she is fully aware of any mobility restrictions and other relevant characteristics of the persons attending;
- Ensure that the number of persons in the building at any one time does not present an undue risk to the safety of any person in the Facility (refer to clause 10 (Facility Capacity) below);
- Ensure he/she is aware of and suitably manages the flammability of any item, utensil or piece of equipment introduced into the Facility by the Hirer.

Refer to clause 31 (Decorations/Stage Fittings) - helium balloons are not permitted).

- b) The Hirer must also undertake the following in relation to evacuation procedures for the Facility:
- Inform guests of the evacuation plan;
 - If required, alert & communicate with all persons in the Facility as to any fire/emergency and sound an alarm (verbally) to evacuate. Contact emergency services immediately or, if unable to do so, instruct another person to contact them by mobile phone;
 - Direct the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area (depending on wind direction, assemble all persons a safe distance from the fire);
 - Check whether all persons have been evacuated from the Facility and know the number and, if possible, identity of any persons not accounted for;
 - Meet the fire officers attending the Facility in response to the fire/emergency.

12. FACILITY CAPACITY

The number of people attending the Facility must not exceed the expected number of attendees stated in the approved application form. In addition, the capacity of the Facility **MUST NOT** be exceeded. The Hirer must refer to the Facilities Fact Sheet for information about each Facility's maximum capacity.

13. SAFETY

- a) The Hirer shall ensure that all persons involved in their event/function are familiar with the emergency plan and the systems the Hirer has established for contacting emergency services.
- b) The Hirer shall provide adequate first aid facilities, having particular regard to the nature of the activities that are planned and the expected number of attendees and record any accidents or incidents during the period of the booking, immediately informing details of the incident to the Hire Supervisor.

- c) The use of any flammable material or naked flame is prohibited within the Facility (e.g. sparklers, candles, incense, insect burners and coils).
- d) Awesome CIC encourages Hirers to use plastic tableware and bottles, and aluminium cans, to minimise the risk of broken glass.

14. PERMISSION TO OCCUPY

- a) The Hirer shall only be entitled to use the particular part or parts of the Facility stated in the approved application form. Awesome CIC reserves the right to let or use any other portions of the Facility for any other purpose at the same time.
- b) The right conferred on the Hirer shall be a permission to occupy and shall not be construed as a tenancy nor create a relationship of landlord and tenant. Nothing contained in these Terms and Conditions shall confer on a Hirer the right to exclusive possession of the Facility and Awesome CIC may at its discretion allow other individuals and groups to have casual use of the Facility.
- c) The Hirer shall not, without the previous written consent of Awesome CIC, underlet or part with the possession of the Facility or any part thereof to any other person. In the event of a breach of this condition the Hirer's right to use the Facility will immediately forfeit and the Hire Fees and Security Bond paid by the Hirer and Awesome CIC shall be at liberty to re-let the Facility.

15. ASSIGNMENT

Hirers who are granted permission to use the Facility will not assign their right to use the Facility to any person, organisation or body.

16. SUPERVISION & SECURITY

- a) The Hirer shall ensure that appropriate supervision and security arrangements are in place during each period of hire to ensure that all attendees conduct themselves in a safe and responsible manner. In determining what level of supervision is appropriate, the Hirer must have particular regard to the nature of the activities that are planned, the expected number of attendees and the age and capacity of the persons involved. Before using the Facility, the Hirer shall, if requested by Awesome CIC, disclose what supervision and security arrangements have been put in place. If the Hirer is unable to demonstrate that appropriate arrangements have been made, the use or hire of the Facility may be refused and any booking by the Hirer may be cancelled at any time.

- b) The Hirer must prevent intrusion by uninvited attendees (including gate crashers) to the event/function. If attendees get out of control, the Hirer must immediately shut down the event/function and secure the Facility as well as inform the Hire Supervisor.
- c) The Hirer (or his/her responsible representative, whose name must be given to Awesome CIC administration team) must be present in the Facility at all times during each period of hire and inform the Hire Supervisor immediately of any incidents.
- d) Awesome CIC reserves the right to refuse any application for hire where the Hirer is unable to demonstrate that he or she is over the age of 18.

17. COUNCIL DEPARTMENTS, CHARITIES AND COMMUNITY GROUP HIRES

Council departments, charities and community groups receive a discount on published hire charges, as attached. Proof of belonging to one of these organisations will be required in order to be eligible for the discount. In particular, the Council department will need to submit the application from a council email address; charities will need to provide a current charity registration number applicable to their organisation; and community organisations will need to produce constitution documents that show their organisation's work is aimed at benefiting the local community.

18. REFUSAL TO GRANT HIRE & CANCELLATION

- a) Awesome CIC shall have sole discretion to refuse for whatever reason any application for the hire of a Facility.
- b) Notwithstanding that the Hirer's application for hire may have been approved and confirmed and Hire Fees and Security Bond paid by the Hirer, Awesome CIC shall be entitled to cancel any such hire arrangement:
 - i. With immediate effect if the Hirer commits a material breach of these Terms and Conditions;
 - ii. With immediate effect in any situation where cancellation is provided for elsewhere in these Terms and Conditions;
 - iii. With immediate effect if the Hirer fails to rectify any material breach of these Terms and Conditions within a reasonable period specified by Awesome CIC or its representative; or

- iv. With immediate effect if, for convenience and/or without cause, Awesome CIC requires it, provided that in any case where Awesome CIC cancels a hire arrangement under this sub-clause (d) it shall provide reasons for doing so and in any event it shall not do so vexatiously.

- c) Where a hire arrangement is cancelled by Awesome CIC the Hirer accepts that provision 7(d) will apply and Awesome CIC will reimburse by BACS transfer the Hire Fees and Security Bond paid by the Hirer (less any deductions which Awesome CIC may be entitled to make pursuant to these Terms and Conditions).

19. KEYS

Where the Hirer is to receive keys to the Facility the Hirer must collect and return keys at times pre-arranged with the Facility manager. Keys must be returned promptly following the last booked use of the Facility. Keys will not be made available to short term Hirers. Keys must not be copied or passed on to others. If the Hirer loses the keys the Hirer will be charged the cost of rekeying all relevant locks. Such costs shall be payable by the Hirer and may be deducted from the Security Bond.

20. THEFT

Neither Awesome CIC nor its servants shall be liable for any injury, loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies Awesome CIC and its servants against any claim by any such person, firm or corporation in respect of such article or thing.

21. DAMAGE TO THE FACILITY

- a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be scratched, broken or pierced by nails, tacks or screws, etc, nor apply any bluetack, sellotape, other fixings, treatment, alterations or additions to the walls, floors, ceilings of the Facility or fixtures & fittings in any way.

- b) The Hirer shall be liable for all costs associated with rectifying damage to the Facility except for normal wear and tear.

- c) Where it is necessary for the Hirer to move furniture it should be moved by carrying and not by dragging. Where provided chair and table trolleys are to be used. Chairs and tables are to be neatly stacked away from walls after use.
- d) The Hirer will not undertake any alteration or addition to the lighting or electrical heating systems at the Facility or building the Facility forms part of.
- e) Reporting of Maintenance / Breakdown Issues: If a building fault occurs during the hire period e.g. water, sewerage or electricity; contact Awesome CIC immediately on 07590422770 (*after hours service*). If any repairs or maintenance issues occur during short term hires, you can inform the Hire Supervisor.

22. ELECTRICAL EQUIPMENT

- a) All electrical equipment brought to the Facility by the Hirer or his/her guests must be in good condition and must have a current Electrical Safety Test Tag.
- b) Heating appliances are not to be connected using double adaptors or multi plug power boards.

23. FOOD PREPARATION / CATERING

- a) The Hirer shall not bring any cooking equipment to the Facility (e.g. BBQs or spits) without the prior written approval of Awesome CIC. Where cooking equipment has been approved, it may only be used in the manner approved by Awesome CIC.
- b) For the avoidance of doubt, the Hirer is responsible for:
 - All cooking equipment they bring to the Facility;
 - The safety and condition of such equipment, and the safe use of such equipment;
 - Adhering to all relevant regulations, guidelines and health requirements pertaining to the preparation, storage and serving of food;
 - Ensuring that no damage is caused to the Facility by the use of cooking equipment or consumption of food.

Should the Hirer wish to utilise the Facility for the preparation of food for sale, the Hirer must first obtain all the approvals, licences and consents required by the Food

Act 2006. For further information Hirers can contact one of Islington Council's Environmental Health Officers.

24. WASTE

- a) Awesome CIC Service facilities have standard wheelie bins. These are emptied as part of the general waste collection service for the local area.
- b) The Hirer must only use the bin allocated to them. Any waste not able to fit into this bin must be removed by the Hirer. The Hirer must not use any other wheelie bins at the Facility or place waste on the ground adjacent to the bin.
- c) The Hirer will be liable for a removal fee if their waste is not removed.

25. SMOKING

Smoking is not permitted in the Facility or anywhere in any Awesome CIC building.

26. LIQUOR/ALCOHOL

- a) The sale of liquor at the Facility is forbidden unless the Hirer obtains the relevant permit from the appropriate licensing authority. The permit must be produced to Awesome CIC, which shall (if satisfied that the Hirer is properly authorised to sell liquor at the event from the Facility) make an endorsement on the Hirer's approved application.
- b) The Hirer is not permitted to sell or manufacture alcohol at the Facility for private gain or profit (other than for the purposes of fundraising).

27. GAMBLING

- a) No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the Facility, with the exception that this clause shall not prevent the Hirer using the Facility for games of bingo or equivalent, provided the Hirer has obtained all relevant permits.
- b) The Hirer will not permit any gaming (including running of tombola) except in accordance with the conditions of the Gambling Act 2005 (as amended) when gaming is carried on at an entertainment promoted during the hiring for raising money to be applied for purposes other than private gain.

28. STORAGE

- a) The Hirer shall not use the Facility for the storage of equipment or furniture unless such storage has been approved in writing by Awesome CIC. Where the storage of goods or equipment has been agreed it shall be entirely at the Hirer's risk. Awesome CIC will not be responsible for safeguarding any such items nor will it be liable for any theft of or damage to such items. It is recommended that the Hirer seeks its own insurance cover for any items that will be stored at the Facility.
- b) b)The Hirer must promptly remove all goods and equipment stored at the Facility following the last booked use of the Facility. If the Hirer fails to promptly remove such items, Awesome CIC will be entitled to:
- i. Provide a written notice to the Hirer requesting the removal of the items within a reasonable time (which shall not exceed 7 days from the date of the notice);
 - ii. If the Hirer fails to remove the items by the specified date, Awesome CIC may dispose of the items as it sees fit; and
 - iii. Awesome CIC may recover from the Hirer any costs it incurs in doing so.

29. PROHIBITED AREAS

Areas of the Facility that are locked or not available for hire are not to be entered or used in any way by the Hirer or his/her guests. Awesome CIC or the Facility manager may (acting reasonably) designate additional areas of the Facility as prohibited areas from time to time.

30. LOCKING UP

Unless otherwise directed by the Facility manager, the Hirer must ensure that all doors and windows are locked and secure prior to vacating the Facility. The Hirer shall be liable for the cost of rectifying any damage, vandalism or theft which occurs due to any failure by the Hirer to comply with its obligations under this clause.

31. CLEANLINESS

The Hirer is responsible for leaving the Facility in a clean and tidy state, including but not limited to the following:

- a) All furniture must be neatly stacked and correctly stored.
- b) All rubbish, refuse and waste matter must be removed in accordance with clause 22 (Waste).

- c) The floors of the Facility must be left clean. If the floor is to be washed, only warm water is to be used. NO ACIDIC DETERGENTS are to be used on floors.
- d) All crockery and cutlery must be washed and dried after use and returned to the cupboards.
- e) The external areas of the Facility must be left in the same condition as prior to the hire of the Facility. The Hirer is responsible for removing and disposing of all rubbish, cigarette butts and glass.

If the Hirer fails to comply with its obligations under this clause, Awesome CIC shall be entitled to have the affected areas of the Facility professionally cleaned and/or for removal teams to remove any refuse. The costs incurred in doing so shall be recoverable from the Hirer and deductible from the Security Bond.

32. PUBLIC ANNOUNCEMENTS AND ADVERTISEMENTS

- a) The Hirer shall not make any public announcements regarding any application for hire or proposed hire arrangement until such hiring has been approved and confirmed by Awesome CIC.
- b) No poster shall be exhibited inside or outside the Facility and no handbill or other advertisement shall be distributed at or around the Facility without the prior permission of Awesome CIC. No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of Awesome CIC or its representative.

33. DECORATIONS / STAGE FITTINGS

- a) No stage property, decorations, electric lighting, naked lights, candles, sparklers of any kind or articles of similar nature shall be brought into the Facility without the prior consent of Awesome CIC or its representative. Where such consent is given, all such articles and property together with any catering appliances or fittings shall be promptly removed by the Hirer at the end of the event/function.
- b) CONFETTI or the throwing of rice is not permitted in or around the Facility.
- c) HELIUM BALLOONS are not permitted due to the high fire risk they present and the danger of damage to ceiling fans.

34. PIANO

If a piano is located within the Facility it must not be moved and no piano shall be brought into the Facility.

35. SEATING

- a) The Hirer may under supervision of the hire supervisor vary the arrangement of the seats in any Facility. The Hirer is responsible for ensuring that the seating arrangement complies with the Public Health Regulations.
- b) Any seating that is moved or rearranged must be promptly returned to its original location in a clean and tidy condition after use.

36. AIR-CONDITIONING

A supplemental charge may be payable for the use of air-conditioners (where these are available). Air-conditioners may only be used when all windows and doors are closed. The Hirer must ensure that air-conditioning systems are turned off after use.

37. PERFORMING RIGHTS

Where the Hirer intends to use the Facility for a dramatic or other performance or concert, the Hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the Hirer agrees to indemnify Awesome CIC against any claim for breach of copyright or any other action.

38. POLICE

The Hirer shall, if directed by Awesome CIC or its representative, arrange for police or other appropriate security to be in attendance at the event/function.

39. HIRE OF OUTDOOR ADVENTURE PLAYGROUND SPACE

- a) The Hirer acknowledges that the use of outdoor adventure playground equipment is generally more risky than the use of indoor adventure playground equipment. Where the Hirer intends to use outdoor adventure playground equipment at any Facility, the Hirer must take particular care to comply with its obligations under clauses 11 (Safety) and 14 (Supervision & Security).

b) The Facility supervisor will (if requested) introduce the Hirer to the external adventure play area and share Awesome CIC's relevant risk assessment(s) (where these are available) with the Hirer prior to the Hirer's intended event/function. The Hirer acknowledges and agrees that any such introductions, demonstrations and/or risk assessments are provided to the Hirer for general information only and should not be relied upon or treated as complete or comprehensive assessments of the risks that may be relevant to the Hirer's intended use of the external adventure play area. Accordingly, the Hirer undertakes to carry out its own risk assessments for each activity that its guests and attendees will engage in using outdoor adventure playground equipment.

PRE-Event Checklist of responsibilities for Hirer :

HIRE OF FACILITY SCHEDULE	COMPLETED
Read terms & conditions of hire	
Confirm function capacity & security arrangements with Awesome CIC representative.	
Fill out and sign application	
Pay Hire Fees and Security Bond	
If caterers employed make sure they have insurance	
Applied for liquor licence application (if required)	
Confirm any areas classified as prohibited & evacuation plan	

POST-Event Checklist of responsibilities for Hirer :

Clean all internal & external areas (incl. cigarette butts, broken glass etc)	
Clean crockery/cutlery/chairs/tables & return to storage	
Mop all floors, wipe clean sinks/benches/fridge/microwave/stove	
Mop toilet floor, wipe basins & clean toilet bowls. Flush urinals	
Remove waste & empty all bins into wheelie bins outside	
Check for any damage, including external	
Ensure all doors & windows are locked and lights/fans turned off	