

Council Managed Community Centres Terms and Conditions

1) Interpretation

In these terms and conditions, the following words shall have the meaning hereinafter in this clause respectively assigned to them:

"Hire" means any use of the facilities other than on a casual basis by individuals.

"Council" means the Fermanagh & Omagh District Council.

"Centre" means the Community Centre.

"Appropriate Officer" means the Council staff member, or any person authorised to execute his powers and functions under these conditions.

2) Applications

- a. All applications for hire must be confirmed in writing via the Community Centre Booking Form.
- b. A booking is not confirmed until a confirmation email is sent from the Community Facilities team.
- c. The person signing the booking form will be responsible for all aspects of the Terms and Conditions and will adhere to the Council's health and safety, fire precautions / evacuations and all other relevant policies, procedures and guidelines.

3) Admission

The Council reserves:

- a. the right, through its Appropriate Officer, to refuse any person admission to or evict any person from the Centre.
- b. the right to restrict at any time the number of persons using the facility and at no time shall such number be allowed to exceed any limit stated in the Council's acceptance of the booking.

4) Charges

- a. Charges for use of the facilities shall be those set by the Council from time to time; the Council reserving the right to vary them without notice.
- b. Charges will apply as per the original booking details unless Council receive at least 24 hours' notice.

5) Payment

Payment for bookings must be made on demand. The Council reserves the right to demand payment when the booking is confirmed.

6) Credit

- a. Requests for credit may be accepted on the understanding that a monthly VAT Invoice will be prepared on the basis of the original booking.
- b. Credit Terms are strictly 30 days – if payment in full is not received within 30 days, all credit facilities will cease immediately.

7) Cancellation

- a. By the Hirer:
 - i. In the event of cancellation of a booking, 24 hours' notice is required. Cancellation of a booking after this time will result in the full charge being payable.
 - ii. Failure to fulfil a booking and no cancellation notice is provided, the hirer will be charged accordingly. If this happens more than twice, the Council may cancel all future bookings entirely.
- b. By the Council:
 - i. The Council reserves the right to withdraw the facility or facilities hired from the use of the Hirer should the Council or the Appropriate Officer deem it necessary to do so and the Council will not be responsible for any loss to the Hirer arising from such withdrawal.
 - ii. The Council shall have the right to terminate the hiring if in its opinion or in the opinion of the Appropriate Officer inadequate or improper use is being made of the facilities hired.
 - iii. The Council may, at its discretion, refund all or a proportionate part of monies paid in respect of bookings cancelled or terminated under the provisions of clauses (a) and (b) hereof.

8) Indemnity

- a. The use of the Centre or any part thereof is entirely at the risk of the Hirer and the Council accepts no responsibility for any losses, claims, actions, demands, proceedings or the costs thereof made by the Hirer or against the Hirer by a third party, unless the Council is legally liable for same.
- b. The Hirer shall indemnify the Council against all such losses or claims, actions, demands, proceedings or the costs thereof unless the Council is legally liable for same, which may be brought against the Council arising out of or being incidental to the hire of facilities and equipment.
- c. Hirer must provide evidence of an adequate level of public liability insurance as per Council guidance, dependent on the nature of the booking.
- d. The insurance must cover any equipment the Hirer uses during booking, and any equipment is stored on site. The storing of equipment requires pre-approval from the Appropriate Officer / Council.
- e. Hirers must carry out a risk assessment appropriate to the booking, programme, activity, session etc., and specific to the centre and room booked. Hirers must confirm the risk assessment is in place.

9) Emergency Evacuation

- a. It is the responsibility of the hirer to know the evacuation procedures for the respective centre, as per the Fire Risk Assessment. The location of the nearest push point, the route to the nearest fire exit, and where the nearest assembly point is outside the centre.
- b. It is the responsibility of the hirer to evacuate their group to the assembly point outside the building. The hirer must conduct a roll call to ensure everyone is accounted for, and confirm with a staff member that all their users are out of the centre and present.
- c. It is the responsibility of the hirer to inform the Council if a person with a mobility issue, a person with a disability, or a person in a wheel chair is attending the centre. The hirer is responsible for evacuating the person in the event of an emergency. If assistance is required in the event of emergency, the hirer must inform the appropriate officer in advance of the booking so staff can be advised.

10) Child and Adult Safeguarding

The hirer must comply and adhere to the Council's Child and Adult Safeguarding Policies and Codes of Practice, which can be downloaded from the Council website [HERE](#).

11) Supervision

The Hirer shall be responsible for:

- a. The administration, organisation and running of the particular event or events in respect of which a facility is hired. If specific help is given by the Council under special arrangements, no responsibility will be accepted by the Council for the running of any event unless the Council is negligent or in breach of any contractual or statutory duty.
- b. Providing adequate attendants and stewards for the supervision and control of all visitors and participants and to ensure the safety of all persons in the Centre and the preservation of order therein.
- c. Leaving the Centre in good repair/condition, clean and tidy at the termination of the period of hire.
- d. The person signing the booking form will be responsible for all aspects of this agreement and will adhere to the Council's health and safety, fire precautions / evacuations and Safeguarding policies, procedures and guidelines.

12) Use Of Facility

- a. If, in the opinion of the Appropriate Officer, the Hirer is not making full use of the hired facility the right is reserved to re-allocate unused parts thereof, and the Council may readjust the hire charge at its discretion.
- b. Hirers must ensure that people using Council facilities, do so with respect, tolerance, encouragement and good behaviour towards, and by, users, players, coaches, spectators and parents, and match officials

13) Damage

The Hirer shall be liable for and shall compensate the Council for any injury or damage caused to the Centre or any part thereof or to any furniture, fixtures, fittings or other property of the Council therein, during his occupation of the premises or incidental thereto and shall further compensate the Council for any loss sustained by it by reason of its inability to let any portion of the said premises during the time necessary to repair or make good such damages.

14) Obstructions

The Hirer shall not place or permit to be placed any chairs, stools or other obstruction, whether permanent or temporary, in the passages within the public rooms, on the several stairways leading thereto, or so as to obstruct any emergency exit.

15) Smoking / Alcohol

- a. Smoking / vaping is prohibited throughout all enclosed and substantially enclosed Council premises with no exceptions.
- b. Smoking is prohibited directly outside the front entrance or any other public entrances of Council Buildings.
- c. Alcohol, and the sale of intoxicating liquors within the Centre is strictly prohibited.

16) Gambling

Games of chance, sweepstakes, lotteries or any betting may not be conducted on the premises without the prior consent of the Council.

17) Publicity Material

- a. All posters and publicity material shall be subject to the approval of the Council.
- b. Advertising matter shall not be displayed at the Centre without the sanction of the Appropriate Officer.

18) Broadcasting, Film Facilities and Photographs

- a. The use of photographic, recording, broadcasting / filming equipment of any kind is strictly prohibited, without prior authorisation from Council.
- b. No Hirer shall grant sound or television broadcasting or filming rights without the prior consent of the Appropriate Officer. If such consent is given the Council reserves the right, through its Appropriate Officer to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived therefrom.

19) Alterations

The Hirer shall not make or suffer to be made any alterations to the Centre, its fixtures, fittings, apparatus, equipment or décor without the prior permission in writing of the Council or its Appropriate Officer.

20) Loss Of Property

The Council shall not be liable for any loss or damage to clothing or other property whatsoever deposited in the cloakrooms or any other apartment within the Centre.

21) Transfer of Right of Use

The right to use of the facilities or equipment is not transferable.

22) Performing Rights Society

No literary, dramatic or musical work which is the subject of copyright shall be performed in the Centre on the occasion of any letting unless a licence from the appropriate licensing authority or copyright owner has been first obtained by the Hirer, said licence to be produced to the Council before the performance thereof and no gramophone record which is the subject of copyright or of control by any appropriate authority shall be performed in the Centre on the occasion of any letting unless a licence from such Authority has been first obtained by the Hirer and produced to the Council.

23) Additional Hiring

The Council reserves the right, when one unit of the Centre is hired, to accept an application for hire of any other unit to the centre, notwithstanding that such hiring will necessitate the sharing of access through the corridors, stairs, etc. of the Centre.

24) Public Holidays

The Council reserves the right to restrict or prohibit use of the Centre on Public Holidays.

25) Variation of Conditions

The Council reserves the right to vary or add to any of these conditions at any time.

26) Compliance With Conditions

All the foregoing conditions are to be strictly complied with, and in the event of a breach of any of them the Council may decide not to grant the use of the Centre to such organisers in the future.