

Biddulph Youth & Community Zone

Hiring of Buildings Information

Church Road, Biddulph, Staffs ST8 6NE

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Introduction

The information included in this document is to ensure that potential hirers of the Centre have all of the information required regarding the terms and conditions for use and are appropriately insured.

The following information is included in this document:

- a) General Guidelines and Conditions of Use
- b) Lettings Policy – Conditions of Use
- c) Lettings Application Form
- d) Insurance arrangements

General Guidance

Biddulph Youth & Community Zone Limited ('BYCZ') has negotiated a special insurance policy which obviates the need for some individuals, and some organisations to obtain separate third party liability insurance cover which, for certain groups of hirers, may be expensive relative to their limited finances. The Insurers require that this Policy is now based on their standard policy wording and that for the policy to operate, BYCZ must enter into a formal Hire Agreement with all hirers of their premises. The Agreement must be based on the attached Hire agreement wording and must incorporate the Conditions of Use.

In order to comply with our insurer's requirements we must ensure that:

1. There is a Hiring policy in place;
2. All Hirings are subject to a formal agreement between the Hirer and BYCZ;
3. Hirers have read and understood the Conditions of Use, and have signed the hire agreement to confirm their acceptance of the Conditions;

It is important that both BYCZ and Hirers understand when the Third Party Hirers' policy extension will apply and when Hirers will need to provide their own Public Liability Insurance cover.

IMPORTANT: Please note that the Third Party Hirers' insurance policy extension does not apply in certain circumstances and is subject to exclusions, terms and conditions. These are reproduced in Appendix A. You must satisfy yourself that you can comply with these terms otherwise you will need to arrange your own insurance at your cost. BYCZ gives no assurance that the Third Party Hirers' policy is satisfactory or sufficient to cover your needs. You take this cover entirely at your own risk and this does not absolve you from your responsibility to BYCZ under the Conditions of Use or any liability to a third party who may be injured as a result of your activities or event. If you are in any doubt about the adequacy or suitability of the cover you should take independent advice from an insurance advisor.

In addition, it should be noted that the policy only applies whilst an individual or organisation is using BYCZ's premises for **non-commercial purposes**.

Where individual's / organisation's activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £5,000,000.

The Hire Agreement requires Hirers to confirm either that their activities fall under our Third Party Hirers' Policy Extension or that they will provide their own cover. BYCZ managers must ensure that it is clear which alternative applies to each letting.

The Third Party Hirers' Insurance Policy – Summary of Cover in Appendix A should be shown to all prospective Hirers to determine whether or not they can take advantage of the Policy. The remaining documentation is mandatory for use by BYCZ in ensuring there is a formal application / agreement for the hire. When an application for the letting of the centre is approved the hirer is required to sign the Agreement to confirm that they will abide by the Conditions of Use and that they understand the Public Liability insurance position.

Lettings Policy - Conditions of Use

The premises are operated and controlled by Biddulph Youth & Community Zone Limited (a charitable community benefit society Registered No RS007056) of Church Road, Biddulph, Staffs ST8 6NE. The premises are provided primarily for community recreational and educational purposes and must not be used in such a manner that might prejudice their use for this purpose.

- a. Decisions concerning the category into to which a Hiring falls rests with the BYCZ Centre Manager.
 - b. **BYCZ reserves the right to charge a security deposit of £100 in respect of each letting. The deposit will be forfeited in whole or in part if the premises or any facilities are damaged.** The deposit will only be returned once a visual inspection of the facilities has been completed by BYCZ staff. Although, charges are inclusive of cleaning, BYCZ reserves the right to charge for additional cleaning if, following the activity, it deems that additional cleaning is necessary.
 - c. The period of use agreed shall include sufficient time for the hirer, or BYCZ, to prepare and re-instate the premises before and after the use. Charges will be made for the whole of the period of use including preparation and re-instatement.
 - d. Prior to use, the specific approval of the BYCZ Centre Manager must be obtained for the hirer to use any apparatus, tools or equipment belonging to BYCZ.
 - e. No refreshments shall be supplied from the kitchen or coffee bar, except with the approval of the BYCZ Centre Manager.
 - f. No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the Bylaws of the Local Authority and all necessary regulations regarding fire safety, entertainment, food safety and alcohol are complied with.
 - g. The promoters of the entertainment and similar functions to which the public are admitted shall be responsible for completing to the satisfaction of BYCZ, the Fire Authority and Local Authority 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" signs 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.
- Payment for admission shall be deemed to include admission by ticket or programme or by any other method by which the making of a payment entitles the person to admission.
- h. Permission shall not be granted for the use of the centre for the production of plays or music, unless the promoters have given proof to the BYCZ Centre Manager either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.

- i. Alcohol shall not normally be brought onto nor consumed on to BYCZ premises. Subject to the prior consent of the BYCZ Centre Manager, this prohibition may be relaxed for special functions organised by not for profit organisations and for social functions arranged by private individuals or other bodies where an alternative meeting place is not available provided that:
 - i) The hirer complies with all relevant licensing laws;
 - ii) The occasion is a private restricted function not open to the public;
 - iii) No liquor is delivered to the premises before the time of the commencement of the letting.
- j. BYCZ may refuse or cancel any hiring of an outdoor area, without notice, if weather conditions or the state of the ground make it likely that unreasonable damage to any persons or the ground may result from use. Suitable footwear must be worn by all attendees.
- k. Applications will not be considered for the use of our premises for;
 - i) committee rooms for candidates at elections
 - ii) livestock shows
 - iii) public meetings, unless no alternative accommodation is available.
- l. Sub-letting by the Hirer is not permitted.
- m. Smoking is not permitted anywhere on BYCZ premises.
- n. Indemnities:
 - i) The Hirer shall indemnify BYCZ on demand against any damage to the premises or any damage to or loss of furniture, apparatus, facilities or equipment if such damage or loss occurs during, or arises from, the hiring of the premises by the Hirer and persons invited onto the premises by the Hirer.
 - ii) The Hirer shall indemnify BYCZ on demand against any claim for death, personal injury, loss or damage arising wholly or partly from the acts or omissions of the Hirer, its servants or agents including any legal and professional costs incurred in defending any such claims.
- o. The parking of vehicles on BYCZ property shall be permitted only in approved areas, provided that persons bringing these vehicles on to the premises do so at their own risk and accept that they will be responsible for meeting the costs resulting from any damage to property or injury to any person, whether connected with the establishment or not, caused by such vehicles and their presence on the premises.
- p. BYCZ reserves the right to terminate the hire agreement **at any time** including immediately if in the opinion of the Centre Manager there is a serious risk to health and safety, the security of the premises, unreasonable disturbance to neighbours or there has been a fundamental breach of this agreement.

Applications

All applications for the use of BYCZ premises should be made not less than 14 days before the desired date to the Centre Manager who shall consult the Board and communicate the decision to the applicant.

In the event of an application being rejected, the applicant can refer the matter to the Chair of the Board. In such circumstances the Chair will consult fully with the Centre Manager before coming to a final decision. In this case please write to Chair, Biddulph Youth and Community Zone, Church Road, Biddulph ST8 6NE or email chair@bycz.org.

Charges

All hire charges are payable in advance and may be subject to VAT where applicable. A Deposit of 20% of the total hire charge is payable in advance to secure the booking. The full amount of the hire charge becomes payable 7 calendar days before the event, plus a security deposit of £100 (at the Centre Manager's discretion). No cancellations will be entertained after that time and you will be invoiced in full. The period of hire which is booked must be paid for in full – no discount will be given for leaving the premises earlier.

**Biddulph Youth & Community Zone Limited
Hire of Youth and Community Centre Application**

1. Name of Group or Individual _____ ('the Hirer')

2. Contact Name _____

3. Address _____

4. Daytime tel. No: _____ Evening tel. No: _____

Email _____ Website _____

Details of requirements: Room and area to be hired (tick relevant box)

Hall	Sports Hall / Barn	Meeting Room	IT Suite	Coffee Bar	Playing Field	Additional Facilities
Hire fee per hour:		Start date:		Start time:		
		End date:*		End time:		
Day of week:				No. of lettings:		
Nature of Activity:						
Equipment / facilities requested:						
Equipment to be brought in by Hirer:						
<p>NB Portable electrical appliances brought on to the premises must comply with British and/or European safety standards. If bringing electrical equipment on to the premises, it can only be used with an RCD adaptor, obtainable from the Site Supervisor. Please specify if an Adaptor is required.</p>						
Age range of those attending:				Numbers attending:		

Public Liability insurance - please tick one box

1. I can confirm that I have arranged Public Liability insurance in the name of the individual or organisation hiring the premises for a limit of indemnity of at least £5,000,000. Public Liability insurance is **not** being provided by the BYCZ Third Party Hirer's Insurance Policy. **(Please provide a copy)**

2. Public Liability insurance is being provided by the BYCZ Third Party Hirer's Insurance Policy. I can confirm that I have read the Summary of cover in Appendix A and fully understand the insurance being provided including the policy conditions and exclusions which apply.

NOTE: No personal accident cover is available for any user of the building. No public phone is available.

We/ I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation

Signature of Applicant _____ Organisation: _____

Full Name (in block letters) _____ Date: _____

NOTE: I understand that the giving of false information on this Application for Hire may lead to the cancellation of the booking without notice and no refund of deposit or hire fee.

Privacy Notice

How information about you will be used

Information you provide is collected and stored securely by Biddulph Youth and Community Zone Limited, a charitable community benefit society of Church Road, Biddulph, Staffordshire ST8 6NE. Tel 01782 244288. We collect this information to enable us to provide services to our members and the public in Biddulph, to administer membership records, to fundraise and promote the interests of the charity, to manage our employees and volunteers and to maintain our accounts and records. We will keep this information during the time of your involvement with our services and usually for a period of 3 years afterwards. The information may include personal details, family information, your photo, details of medical conditions, financial, education and employment details.

In some circumstances we may need to share information about you with your family or with statutory agencies or other voluntary organisations, if your health or welfare is at risk.

We would like to send you information about our services and events from time to time by post, by telephone, email, social media direct messaging and SMS text. If you agree to being contacted in this way please tick the relevant boxes.

Post Email Phone SMS Text Social media

You have a right to withdraw your consent at any time.

If you would like a copy of our Data Protection Policy or wish to make a complaint please email secretary@bycz.org or write to us at the address above. Alternatively, you can find out more about your rights or complain to the Information Commissioner's Office at ico.org.uk.

Appendix A

Third Party Hirer's Policy – Summary of Cover - Terms and Exclusions

BYCZ's Insurers are MS Amlin. They will only indemnify in the terms of the Policy any person or organisation hiring premises from BYCZ against the legal liability of such person or organisation arising from such hire on the conditions set out below:

The Company will indemnify the Insured against legal liability for Injury; and/or Property Damage to the Insured's Premises occurring in the Period of Insurance in connection with Hirer's Business and happening at the Premises

Provided always that:

1. the Hirer keeps to the terms of the Agreement
2. no indemnity is provided for any liability arising out of:
 - a. physical or psychological abuse; or
 - b. the intentional inappropriate administration or non-administration of any drug, medicine or substance; or
 - c. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind; or
 - d. repeated or continuing threatening abuse or insulting words or behaviour
 - e. Injury to any Hirer's employee
 - f. Football where the hirer manages, controls or organises a football league system
 - g. Any activity that involves the use of:
 - i. Airborne lanterns
 - ii. Fireworks or explosives
 - iii. Motorised fairground rides
 - iv. Bouncy castles, trampolines and other land-based inflatables
 - h. Use of the Premises by commercial organisations for business activities
 - i. Treatment of any kind (other than first aid)
 - j. Goods (including their contents, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the Hirer other than
 - i. Food or drink supplied by the Hirer at the Premises in connection with the Hirer's activities
 - k. Any claim arising out of the Hirer's failure to comply with a special requirement where such failure caused, or worsened the liability, unless otherwise stated in the special requirement

Definitions

'Agreement' the hire contract between BYCZ and the Hirer concerning the use of the premises

'Hirer' the person or organisation hiring or loaning the Premises under an Agreement with the Insured

Subject always to the terms, Conditions and Exclusions of the Policy, in particular the following (please ask if you wish to see the full list):

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Hirer without the written consent of the Insurer, who shall be entitled to take over and conduct in the name of the Hirer for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

If, at the time of any claim, there is or but for the existence of this policy, there would be any other insurance covering the same legal liability, the indemnity under this policy will not apply in respect of any amount beyond that which would have been payable under such other insurance had this policy not been taken out.

The indemnity provided by the Insurer shall not apply to or include liability arising from or out of the ownership possession or use of any:

- a) mechanically propelled vehicle or mobile plant;
- b) aircraft or aerospace device; or
- c) hovercraft or hydrofoil; or
- d) water-borne craft.

Limit of Indemnity

All Events happening during any Period of Insurance

£5,000,000 (five million pounds)

- ENDS -