

## **RIVERSIDE YOUTH HUB - Room Hire**

### **Terms & Conditions**

By hiring these premises, the Hirer agrees to the following terms & conditions:

The Hirer is over 18 and takes responsibility for the use of the building according to the terms and conditions below. If the Hirer is an organisation, the named Responsible Individual is over 18 and takes responsibility for meeting the terms and conditions below on the Hirer's behalf. The named Responsible Individual will remain on site during the rental period.

### **Hire agreement**

The Hirer agrees to be bound by the terms of the rental agreement, including timely arrival and departure. Late departure may impact other building users including subsequent hirers and Mentoring Plus reserves the right to charge the Hirer for additional rental hours in this case.

The Hirer agrees to read the Mentoring Plus, Riverside Youth Hub Risk Assessment; and take all necessary steps to ensure any activity planned is compliant.

All activities organised by the Hirer must be risk assessed by the Hirer.

### **Payment & cancellations**

The room hire fee is to be paid in full in advance of your event. On receipt of payment we will send you a final confirmation of your booking.

There is a cancellation fee of:

25% of the room hire for bookings cancelled 2- 4 weeks before the booked date

50% for bookings cancelled within 2 weeks of the booked date

Mentoring Plus reserves the right to charge the full fee if cancellation is made less than 2 weeks prior to the start date.

Bookings cancelled more than 4 weeks ahead will receive a full refund.

Notification of cancellation must be received by Mentoring Plus in writing (by email is permissible) by the due date above for refunds to be made accordingly.

### **Alcohol and smoking**

People are not to enter the premises, or any part of the Riverside site, under the influence of alcohol or illegal drugs, or to consume them on the site. In exceptional circumstances alcohol may be consumed on the hire premises, but only with the permission of Mentoring Plus and with the appropriate licences where relevant.

Smoking and vaping are NOT allowed in any part of the building or the outside areas. It is the responsibility of the person making the booking to instruct all their staff to pass this information on to the users of the building.

### **Dogs**

Dogs are not permitted in the building, with the exception of assistance dogs.

### **Cleaning, security and noise**

The hirer will leave the premises in a clean and tidy condition. Litter must be suitably disposed of and furniture/equipment replaced. The Hirer must remove any property brought onto the premises. Noise must be kept to a reasonable level so as not to disturb neighbours or other users of the building. At the end of the hire period, the responsible person must notify a member of staff that they are leaving the premises if hire ends during the working day.

Mentoring Plus reserves the right to invoice the Hirer any charges arising from additional cleaning time as a result of the Hirer failing to leave the building in a clean condition. Mentoring Plus reserves the right to invoice the Hirer any charges arising from an alarm callout due to an error or omission on the part of the Responsible Individual.

### **Keys**

If the Hirer is a keyholder the building must be locked up and alarm set in accordance with the instructions supplied at induction, and by the person who attended the induction.

If the hirer is a keyholder, keys must be returned to the office on the next working day following hire, or the date agreed at time of signing out the keys.

Mentoring Plus reserves the right to charge the Hirer for the cost of replacing keys that are not returned.

### **Damage**

The Hirer shall be responsible for loss or damage to the establishment's premises and contents. In the event of damage to the premises or equipment, Mentoring Plus will make good the damage and the cost will be charged to the Hirer. Items must not be attached to the floors or walls without the consent of Mentoring Plus.

Mentoring Plus reserves the right to charge a refundable security deposit. Where requested, all the above conditions will be taken into account when considering the return of the refundable security deposit. Failure to comply with any of these conditions may result in the complete or partial forfeiture of the refundable deposit. All deposit cheques will be cashed so the return of the refundable deposit after the event may take up to 2 weeks. Deposits will be returned by BACS or cheque, even if originally paid in cash.

### **Storage**

Storage facilities cannot usually be provided. When hirers are permitted (by prior agreement) to leave specified equipment on the premises, they must place them in areas agreed by Mentoring Plus and do so entirely at their own risk, and in accordance with Mentoring Plus policy on storage of potentially dangerous items.

### **Hirer's Property**

Furniture and apparatus may be brought onto the premises at the Hirer's own risk. Hirers shall not bring on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus or article of a dangerous nature.

### **Disclaimer**

Mentoring Plus cannot be held responsible for loss of or damage to personal property. Users of the building are advised to look after their belongings at all times. Lost property is kept in the Mentoring Plus Office and items not claimed within one month of being handed in will be disposed of.

### **Insurance**

Mentoring Plus' interests in respect of the premises are covered by Public Liability Insurance. The Hirer is responsible for arranging their own insurance to cover all those persons attending the event, their possessions, equipment and any equipment hired from Mentoring Plus.

### **Young People**

Any Hirer involved with young people must have their own safeguarding policy.

Any Hire for an activity/event must have their own risk assessment relevant to the activity/event and to the group of people attending/participating.

### **Health and safety requirements**

The Hirer will not do anything or allow anything to be done that may endanger the users of the building, fixtures or contents.

The responsible person will be made aware of the location of the First Aid Box, fire fighting equipment and fire exits, which should remain clear at all times.

The Hirer is responsible for ensuring attendees are made aware of the evacuation procedures.

Electrical equipment brought on the premises by the Hirer must comply with the Electricity at Work Regulations 1989, and any subsequent regulations.

The Hirer is responsible for ensuring that young people under 18 using the building within their hire are adequately supervised with appropriate adult:child ratios. The Hirer must comply with the stated maximum capacity per room, as advised by the local fire advisor.

The Hirer is responsible for completing a Personal Emergency Evacuation Plan (PEEP) for any attendees that may require assistance in the case of an emergency evacuation. Completion of a PEEP would be necessary for those with mobility, sight, hearing or cognitive impairments or any other relevant circumstances.

Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

### **Equal opportunities**

The Hirer must ensure that the nature of the hiring does not contravene Mentoring Plus' Equal Opportunities Policy and practice, a copy of which is available on request.

Hirers assume responsibility for making clear to its users and staff the appropriate segregation of toilets; and signage displayed.

### **Licences**

No copyright dramatic or musical work shall be performed without the licence of the owner of copyright. The hirer shall indemnify Mentoring Plus against any infringement of copyright that may occur during the hiring.

### **Purpose of hire**

The Hirer shall not use the premises for any unlawful purpose or in any unlawful way. The Hirer shall not do anything, or bring anything onto the premises that may endanger the premises, their users, or invalidate any insurance policies relating thereto. Mentoring Plus reserves the right to refuse any application to hire the premises. The premises will only be used by the organisation/individual named on the Booking Form. The Hirer is not permitted to sub-let the premises to another organisation or individual.

The Hirer shall not use the premises for any other purpose or use any other rooms than that specified in the booking agreement.

Use of the premises must not interfere with the running of Mentoring Plus or any other building user, or impair its efficiency, or make other users feel unable to enjoy the premises.

### **Right of access**

Mentoring Plus reserve the right of access to the premises during the letting.

### **Suspension/withdrawal**

Mentoring Plus reserve the right to suspend or withdraw use of the building by an individual or group with immediate effect on the following grounds:

- a) causing intentional damage to the building, its equipment or any personal belongings of any other users
- b) violent threatening or abusive behaviour to a member of staff or other users
- c) theft of any property belonging to Mentoring Plus or other users
- d) disruptive behaviour which is interfering with the activities of others
- e) behaviour which puts at risk the health, safety or well-being of others
- f) non-compliance with or breach of licensing laws
- g) behaviour which is deemed to be offensive and/or results in complaints from users
- h) refusal to follow reasonable directions from Mentoring Plus staff
- i) non-payment of invoices
- j) any other behaviour which is considered inappropriate to the smooth and efficient operation of the building, or against the interest of all users.

### **Responsible person**

The Hirer shall ensure that there is a named responsible person (over 18 years old) present for the duration of the booking. This individual will be responsible for the supervision of the premises and its contents, the behaviour of the persons using the premises, safety arrangements and all conditions of hire at all times.

**Legal requirements**

The Hirer will to the best of their endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting.

The Hirer is specifically forbidden to use, or allow the use of the hired premises for any illegal or immoral purpose and shall not carry on any activity as so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

**No tenancy is created**

No part of this agreement shall be construed as creating a lease, sub-lease, assignment or any form of landlord-tenant relationship between Mentoring Plus and the Hirer, or any rights to the Hirer other than use of the building for the agreed hire.

**Compliance with Terms**

Failure by the Hirer to comply with any or all of the foregoing terms where applicable, whether intentionally or not, may be deemed by Mentoring Plus to be just cause for the immediate cancellation of any letting or series of lettings, and may also make the Hirer liable for any additional costs of enforcement or mitigation measures.