

Terms and Conditions of Hire

These standard conditions apply to all room hirings within Brampton Community Centre. If the Hirer is in any doubt as to the meaning of the following, a member of staff should immediately be consulted.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions at any time. These terms were last updated on 01/01/2026.

Brampton Community Centre (BCC) is owned and operated by Brampton & Beyond Community Trust, registered charity number 1138044.

Definitions and Interpretation

The “Centre” means Brampton Community Centre, Union Lane, Brampton, CA8 1BX.

The “Premises” means all buildings and land which forms Centre.

“Agreement” means this agreement to hire the Centre consisting of the booking form signed by or on behalf of the Hirer, the Standard Conditions and any Special Conditions (if any).

The person or organisation will be referred to as the “Hirer”

General

The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of and on the premises at all times during the booking. The Hirer must ensure that all conditions relating to management and supervision of the Premises are met.

Where Centre staff are required to attend or remain on site due to any breach of these Conditions of Hire (including but not limited to excessive noise, triggered alarms, complaints, safety issues or unlawful activity), the Hirer will be liable for additional charges as set out in the Noise and Callouts section.

Hire times agreed at the point of booking include setting up, clearing away, and vacating the building. Hirers that overrun their agreed time will be charged for the time overrun.

In observation to the Fire Regulations, we have a strict limitation of numbers able to occupy the different rooms. The Hirer MUST NOT go over the stipulated occupancy limits.

Bookings

Bookings are subject to availability and acceptance. BCC reserves the right to decline any booking at their sole discretion. It is the responsibility of the Hirer to ensure that all details provided on the booking form are correct and that any errors or omissions are brought to the attention of BCC.

Bookings are only valid once confirmation is received from BCC.

Payment

Payment in full must be received in advance of your hire commencing, unless other arrangements have been made in advance with BCC.

BCC reserves the right to request a deposit in relation to any booking.



Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- a. The protection of the Premises and contents, their care, safety from theft, damage, and destruction
- b. the behaviour of all persons using the Premises
- c. supervision of car parking arrangements so as to avoid obstruction or nuisance
- d. the making good or reimbursement of any losses or damages incurred

Use of Premises

The Hirer shall not use any part of the Premises for any purpose other than that described on the booking form. The Hirer must not sub-hire or use the Premises, or allow it to be used for any unlawful/unsuitable purpose, or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger Centre users or render invalid any insurance policies.

Equal Opportunities

Users of the Community Centre must comply with the Equality Act 2010. They must ensure that the Community Centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

Copyright

The Hirer shall ensure that the Centre holds any relevant licences or, where appropriate, the Hirer holds a licence.

The Hirer shall indemnify BCC against any infringement of copyright, which may occur during hiring.

Gaming, Betting and Lotteries

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.

Right of Access

BCC reserves to itself the right of entry for its duly authorised employees and the employees of its duly authorised contractor(s) to all parts of the Premises at all times and requires that any ticket-takers employed by the Hirer shall be instructed likewise.

Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide BCC with a copy of their DBS check and Child Protection Policy on request.



Insurance and Indemnity

The Hirer shall be liable for:

- a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises or the contents thereof.
- b. all claims, losses, damages and costs made against or incurred by BCC 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
- c. the Hirer shall indemnify and keep indemnified accordingly BCC against such liabilities.

The BCC shall take out adequate insurance to cover its liabilities and may, at its discretion agree to insure some or all of the liabilities described above. In the event that BCC shall claim on its insurance for any liability of the Hirer, then Hirer shall indemnify and keep indemnified BCC against:

- a. any insurance excess incurred and
- b. the difference between the amount of the liability and any monies received under the insurance policy.

Where BCC does not insure the liabilities described 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 BCC. Failure to produce such policy and evidence of cover will render the hiring void.

Each third party engaged by the Hirer must hold Public Liability Insurance with a minimum indemnity of £5,000,000 per occurrence and provide evidence on request.

BCC is insured against any claims arising out of its own negligence.

Noise and Callouts

The Hirer shall ensure that noise, including music and amplified sound, is always kept to a reasonable level, with particular care on arrival and departure, and with due consideration for neighbours and other users.

The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premise.

The Hirer is responsible for ensuring that all a third parties engaged for the event also comply. Where staff are required to attend or remain on site due to any breach of these Terms and Conditions (including excessive noise, triggered alarms, neighbour complaints or safety concerns), the Hirer may be charged a call-out fee of up to £50, plus £25 per hour (or part thereof) for staff time. These charges are payable on demand.

Qualifications

It is the responsibility of Hirer to ensure that they hold all relevant qualifications needed for the purpose of the booking.



Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Centre's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be provided to the BCC.

The Hirer acknowledges that they have received instruction in the following Fire Procedures:

- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre.
- b. The location and use of fire equipment.
- c. Escape routes and the need to keep them clear.
- d. Method of operation of escape door fastenings.
- e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- f. Location of the First Aid Box (near Reception)

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- a. That all fire exits are unlocked and panic bolts in good working order.
- b. That all escape routes are free of obstruction and can be safely used for instant free public exit.
- c. That any fire doors are not wedged open.
- d. That exit signs are illuminated (where appropriate).
- e. That there are no obvious fire hazards on the premises.

Drunk and Disorderly Behaviour and Supply of Illegal Substances

Where appropriate the Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises in accordance with the Licensing Act 2003.

Electrical Appliance Safety

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.

No smoke machines, heaters, hob, cooking, any other equipment that may affect the sensors, are allowed.





Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Stored Equipment

BCC accepts no responsibility for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, BCC reserves the right to charge a reasonable fee for the storage of such items.

BCC may use its discretion in any of the following circumstances:

- a. Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same equipment within 7 days after the agreed storage period has ended.
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

This may result BCC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

Accidents and Dangerous Occurrences

Any failure of equipment belonging to BCC or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member BCC staff as soon as possible and complete the relevant section in Centre's accident book.

Explosives and Flammable Substances

The Hirer shall ensure that:

- a. Highly flammable substances are not brought into, or used in any part of the Premises and that
- b. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of BCC. No decorations are to be put up near light fittings or heaters.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of BCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Premises, other than for a special event agreed to by BCC. No animals whatsoever are to enter the Kitchen facilities at any time.

Parking



Persons using the Centre's car parking facilities do so at their own risk and shall park in a manner so as not to cause any obstruction or nuisance to other users. Only cars displaying a valid disabled parking badge may park in any marked disabled bays.

Fly Posting

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 and keep indemnified each member of BCC 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.

Sale of Goods, Food, Health and Hygiene

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.

You must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are not provided with a refrigerator and thermometer.

Alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Premises without the prior approval of BCC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of BCC remain in the Premises at the end of the booking. It will become the property of BCC unless removed by the Hirer who must make good to the satisfaction of BCC any damage caused to the Premises by such removal.

Music Licensing

Any hirer who derives income such as charging admission to an event should also hold the appropriate PRS/PPL licence.

Temporary Event Notice (TEN)

Licensable activities includes providing entertainment, such as music, dancing or indoor sporting events. You will need to obtain appropriate notices from Cumberland Council and provide the Centre with a copy.

Privacy and Data Protection

The Hirer agrees to being filmed on BCC Premises by CCTV with recording kept for a maximum of 30 days. CCTV is only used in the public thoroughfares of the premises and grounds, and not in individual rooms.

- We may collect and store personal data through your use of our Wi-Fi service.
- We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to: The Community Centre staff.

When using the Wi-Fi service, the Hirer agrees at all times to be bound by the following provisions:

- not to use the Wi-Fi service for any for the following purposes:
 - disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
 - transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability, or otherwise breaches any applicable laws, regulations, or code of practice.
 - interfering with any other persons use or enjoyment of the Wi-Fi service; and
 - making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner
- to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

Wi-Fi Services

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

- not to use the Wi-Fi service for any for the following purposes:
 - disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
 - transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability, or otherwise breaches any applicable laws, regulations, or code of practice.
 - interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner.
- to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- if you use any equipment which is defective or illegal.
- if you cause any technical or other problems to our Wi-Fi service.
- if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
- if you resell access to our Wi-Fi service; or
- if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.



Availability of Wi-Fi service

- Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
- It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage, and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main Community Centre building.
- We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event the following conditions will apply:

- a. Cancellation 8 weeks or more before the event - a £10 admin fee will be due.
- b. Cancellation between 7 and 4 weeks before the event - 50% of the room hire charge will be due.
- c. Cancellation less than 4 weeks before the event – The full room hire charge will be due.

BCC reserves the right to cancel this booking by written notice to the Hirer in the event of:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b. BCC reasonably considering that
 - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring
- c. the premises becoming unfit for the use intended by the Hirer
- d. 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 BCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

End of Hire

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 BCC shall be at liberty to make an additional charge.

An End of Booking Checklist is available from the Hire us section of the website.

No Rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you

