

**TAYBAH, CULTURE, COMMUNITY AND EDUCATION CENTRE of 362 St Saviours Road,
Leicester LE5 4HJ (“Charity”) -
Hire Application/Request Form**

CHARITY PREMISES: Ground Floor, Unit 30 A, Temple Road, Leicester, LE5 4JG

For any questions, please contact 01162738006 or email taybahcentre@gmail.com

Name of applicant/organisation ('Hirer') and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
If organisation, then please confirm you have a bank account in the name of the organisation	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the Charity (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Any hire of the Charity Premises is subject to the hiring charges and rates determined by the trustees from time to time and the Charity reserves the right to charge a deposit prior to the booking taking effect, which will be returnable subject to the terms and conditions of hire. The signing of this form accompanied with the Terms and Conditions for Hire shall be legally binding as a contract for hire under the laws of England.

INDEMNITY AND CONDITIONS OF HIRE FOR CHARITY PREMISES

1. The Hirer will indemnify the Charity and its Trustees against the consequences of any unauthorised performance of a copyright work during the period of hire of the Charity Premises and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.
2. The Hirer will pay the hiring fee or any balance as agreed at the time of booking. If payment is not made by the due date or if any of the conditions below are not complied with then the Trustees reserve the right to cancel the hiring.
3. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify the Charity from and against any expense, liability, loss, claim or proceedings, including claims for personal injury to, or the death of, any person whatsoever, whether arising under any Statute or Common Law or out of the course of or caused as a result of the hiring, except where due to the negligence of the Charity or its Trustees or their respective servants or agents.
4. The Hirer will comply in full with the following conditions:
 - a) No preparation to be applied to the floors/walls without prior agreement of the Charity, or anything adhered to the walls or anything which could affect the fabric of the building;
 - b) Intoxicants shall not be brought onto the premises;
 - c) Smoking and use of e-cigarettes and vaping is not allowed anywhere on the Charity site.
 - d) Electric bikes or electric scooters are not allowed into the building;
 - e) The Hirer will comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any sports, or entertainment of a like kind;
 - f) There must be no interference with the Charity equipment unless agreed at the time of booking and with appropriate training;
 - g) The premises shall be vacated at the end of the hiring time specified.
 - h) No animals except for trained guide dogs or other trained service animals, are allowed onto the Charity site.
 - i) No fires are permitted by the Hirer at the Charity site
5. The Trustees may cancel any hiring if, in their opinion, the organisation on behalf of which the premises are hired, has racist policies, regardless of the stated reason for the hiring of the premises. In such event neither the Charity nor Trustees shall incur any liability to the Hirer whatsoever, other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
6. If the Hirer cancels the hiring of the premises for any of the dates

booked with less than 14 days' notice, then the Charity will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring. If notice of the cancellation of a hiring is received more than 14 days before the hiring was to take place then the Charity may, at their absolute discretion, repay to the Hirer an amount not exceeding 90% of the hiring fee. The Charity reserves the right to remove/cancel dates at short notice, or terminate the whole contract if deemed necessary.

7. Long term hire exceeding 6 months, is subject to an Occupational Licence and the terms and conditions contained therein.
8. It is the responsibility of the Hirer to ensure that suitably qualified first aiders are present during the period of hire. In the event of any accident or injury, please ensure appropriate medical treatment is called for and given and then report the matter to the Charity.
9. All hirers who provide activities for young persons or vulnerable adults, should ensure that adequate safeguarding procedures are in place (eg DBS checks).
10. Regular hirers are recommended to obtain their own insurance cover relevant to the activities taking place. For 'one off' events, hirers are also recommended to obtain a 3rd party insurance.
11. For your safety and security while using our facilities, please be advised that CCTV cameras may be in operation across the site.
12. Opening times are subject to the Permitted Hours at the time of agreement.
13. The Charity operates a STRICT NO-SMOKING/NO VAPING policy within the Charity building, grounds and facilities.
14. Likewise the sale and/or consumption of alcohol is NOT permitted anywhere within the Charity site.
15. There must be no chewing of gum anywhere on the Charity site. These rules must be adhered to at all times. Hirers in breach of this will have their bookings terminated with immediate effect and no refund of monies paid returned.
16. The Charity operates a STRICT NO NAKED FLAMES/TEALIGHTS/CANDLES policy within the building and grounds, including ceremonial fires for weddings and religious celebrations.
17. Hire will start no earlier than, and end no later than, the time indicated on the booking confirmation. Any time before or after the booking, not previously arranged, will be charged at the hourly rate per ¼ hour or part thereof.
 - a) It is important that Hirers observe the agreed times and respect groups using the facility both before and after the period of hire.
 - b) Hire charges are assessed on the information received when the booking is made. Should it be the case that the terms of the booking are altered at the time of hire, a further invoice will be raised.
 - c) It is the responsibility of the Hirer making the booking to undertake induction of all evacuation and health and safety

requirements with the Charity Representative, to ensure a strategy in case of emergency and to relay this to all other users attending the letting

18. All facilities hired should be left in an appropriate condition so that they may be used by the Charity or the next hirer without further need of cleaning, removal of furniture/equipment etc.
19. The Charity has a range of facilities available for hire and it is important the Hirer is specific about the facilities that will be required at the time of booking. It will not be possible to gain access to parts of the Charity or the Charity equipment unless a prior arrangement has been agreed.
20. The Hirer is responsible for:

Health & Safety

To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:-

- a) You should be aware that risks may be present to users from various aspects internally and externally. You should carry out a general risk assessment for the use with mitigating factors and manage the risks after regular review to ensure you take corrective action in advance, or to ensure that the harms are minimised in any eventuality where a risk materialises.
- b) If you have undertaken a risk assessment then you should provide a copy to the Charity.

In accordance with the premises fire evacuation plan, hirers are required to

- a) Keep a register of people in the building and those who leave early;
- b) Be accountable for all persons associated with your group including spectators & parents;
- c) Familiarise all participants with the position of the fire alarm points, fire evacuation routes, fire refuge point and assembly point. This applies to all evacuation procedures; and the Hirer should ensure that Fire exits are not blocked.
- d) Ensure specific arrangements are made to evacuate wheelchair users from the building;
- e) Hirers are advised to carry out a practice evacuation of the premises to highlight any causes for concern.

Whilst we endeavour to maintain the building and equipment to a high standard, if hirers have any cause for concern about the state of the building or equipment, please ensure it is reported immediately to the Charity representative so that the issue(s) can be rectified as soon as possible.

Should any of the participants be involved in an accident on site please inform the Charity representative who may require the completion of an accident form.

Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate safeguarding policies and procedures in place, and that they themselves and those persons likely to have contact with children have been subject to an enhanced DBS check.

The Charity reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Charity is not satisfied it then reserves the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

First Aid

The Hirer shall ensure that at least one member of their group has an up to date first aid training certificate (including the use of defibrillators) and has access to a suitable first aid kit and is aware of the location of defibrillators around the Charity site and wheelchair access if necessary.

Car parking:

Cars must not be parked along the main St Saviours Road or on any access and service routes, or surrounding areas. The building MUST be kept clear at all times for access by emergency vehicles. Please also observe car parking restrictions on site. Cars are parked on these premises entirely at the drivers' risk. Cars must be parked in designated car parking areas only and must not be taken onto fields or parked on grass verges. Drivers ignoring these conditions may find their vehicle clamped and released only on payment of a release fee. The lead hirer must make marshalling arrangements in conjunction with the Charity representative where large numbers are expected to arrive or exit at one time.

Conduct of people using the facilities who are part of the Hirers group:

- a) The Hirer should ensure that people using the facilities who are part of the Hirers group do not damage the buildings and fixtures and fittings, including curtains, blinds, furniture, windows, doors, toilets etc.
- b) Hirers should not access other areas of the Charity without prior notice.
- c) The Hirer is responsible for the behaviour and health and safety of members of their group and they must ensure

minimum noise and disturbance is made on arrival or departure.

- d) Please be mindful of the location of the Charity and its proximity to neighbouring residents. The number of people using the facilities: for insurance and health and safety purposes, the maximum number of people permitted in the relevant area, and agreed at the time of booking, must not be exceeded.
21. Hirers should make arrangements well in advance of the booking to discuss any specific requirements in detail with the Charity. Please ensure that these requirements are stated on the Hire request form or contact the Charity to arrange this.
 22. Spiked footwear is not allowed on any surface on the Charity site.
 23. The hiring is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any part of the hiring without the written agreement of the Charity.
 24. The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Charity or for any illegal or immoral act or purpose and the Charity reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the hiring fee.
 25. All vehicles parked on the Charity site (if applicable) are parked at the owners' risk and no liability is accepted for damage to such vehicles or their contents.
 26. Food and drink may only be consumed inside the Charity Premises.
 27. Ensure all litter is placed in the bins provided or removed from site at the end of the hire. All areas used by the hirer must be left clean and tidy. If any additional cleaning is required then this will be charged at £25 per hour and deducted from any deposit held.
28. MAIN HALL
- Hire of the Main Hall provides access to the toilet facilities. Please ensure that guests do not access other areas of the Charity. At all times, please respect the maximum capacity of people in the Hall as agreed at the time of booking. Electrical extension cables may not be passed overhead. If extension cables are used they must be secured to the floor by the Hirer, to minimise the risk of slipping and tripping or falling to those using the facilities. However, items used to secure the cables must not mark or damage the flooring in the hall. It is the hirer's responsibility to assess the risk inherent in using extension cables. All electrical equipment used must be fully PAT compliant. IMPORTANT – extension cables are not to be joined end-to-end at any time. Hirers should provide their own PA/sound system (if required).
29. KITCHEN
- There will be no use for any kitchen facilities by the Hirer.

30. LOSS OF DEPOSIT FOR FUNCTIONS

We do hope that your period of hire with us will be an enjoyable one. However, we must advise of certain instances which may result in the loss of part or all of your deposit (if taken by the Charity), along with invoices being forwarded for any monies outstanding thereafter. This list is by no means extensive and remains at the discretion of the Charity.

Damage to fixtures, fittings and any equipment

The Hirer will be solely responsible for the cost of repair and/or replacement. The Charity reserves the right to take appropriate measures should the attendees at a function exceed the maximum permitted number. At all times, please respect this maximum for health and safety and fire and insurance purposes. Following the period of hire, any excess costs incurred by the Charity, eg additional cleaning, will be deducted from the deposit held.

By signing below, I (being the Hirer) make a request for Hiring the Charity Premises and agree to the terms and conditions set out above.

Hirer Name: _____

Signature _____ Date: _____

Please return this form and signed terms and conditions via email to taybahcentre@gmail.com

We will be in touch to inform you if your application is successful, and if so details of the full cost and further instructions.