

# Community Centre @ Christ Church

## Conditions of Hire

### 1) Interpretation:

- a. 'The Hirer' means the person (whether acting as an individual or on behalf of an organisation or club) hiring any part of the Centre or its facilities and shall include any person purporting to act on behalf of such hirer. No person under 18 years of age will be accepted as the Hirer and proof of identity/ age may be required
- b. 'The Booked Period' means the period of time reserved for the Hirer of each session

### 2) Correspondence:

- a. All applications for hire must be made through the online system by the hirer or a staff member completing the booking on behalf of the customer.
- b. The use of the Centre as a mailing address by the Hirer is not permitted

### 3) Hire:

- a. All bookings are subject to the times stated in the Booking Agreement and entry to the facilities will be allowed only from the time specified. Sufficient time should be included within bookings to take into account of setting up and clearing away equipment (including hired equipment) and the facilities must be vacated at the end of the specified Booked Period.
- b. An additional charge will be payable if the facilities hired are not vacated on time and customers may lose their deposit. This will be 3 x the hourly hire fee and repeated instances may result in the termination of the booking.
- c. The Hirer may not use the facility for a purpose other than that agreed at the time of the booking and may not sub-let facilities or assign the booking to a third party. If facilities are used for purposes other than those stated on the Booking agreement, the management reserves the right to terminate the booking.

### 4) Payment:

- a. Block Bookings: Payment must be made monthly or quarterly in advance of the first Booked Period each month/ quarter unless otherwise agreed with the Community Centre Development Manager.
- b. One-off Bookings: Payment (including deposits) must be made within 14 days of receiving the invoice unless otherwise agreed with the Community Centre Development Manager. Deposits will be returned within 14 days after the event so long as facility is left clean, tidy, undamaged, no sound issues and that booking times have been adhered to. The Community Centre @ Christ Church reserves the right to keep this towards cleaning costs or damages.
- c. Failure to pay any accounts by the due date may result in the booking being terminated or suspended until the account is paid in full
- d. Payments will be accepted by BACS, Cash or Cheque. Cheques must be made payable to: 'Community Centre @ Christ Church'.

### 5) Acceptance of Bookings:

- a. All bookings are provisional until the Hirer has received email confirmation from the Community Centre @ Christ Church and the first payment has been received. If the payment is not received by the due date the provisional booking may be cancelled and the facilities made available to other hirers.
- b. The Community Centre @ Christ Church reserves the right to refuse any application or to cancel or terminate any booking with or without notice at any time for any reason whatsoever without being bound to give any reason for doing so.
- c. The Community Centre @ Christ Church has a policy of equal opportunities regardless of gender, sexual orientation, ability, ethnic or cultural background, and bookings are accepted on the understanding that the Hirer conforms to The Community Centre @ Christ Church's policy.

### 6) Charges:

- a. Hire charges will be in accordance with the current charges laid down by the Community Centre @ Christ Church. The Community Centre @ Christ Church reserves the right to vary the charges at any time giving one months' notice and the Hirer will be liable to pay those charges that are current at the date for which the facilities are booked.
- b. Additional charges will apply when a hirer exceeds the Booked Period, where the Hirer leaves the facility or equipment in a damaged or unusable state or causes a noise infraction.

- c. A deposit of £200 will apply for all evening functions. The full money will be returned after the booking as long as the centre is vacated at the agreed time, the centre is left clean and tidy, there is no damage and that there are no noise infractions. If the conditions are not met, some or all of the deposit may be retained with clear reasoning given for any costs incurred.
- d. Evening functions will also require a staff member for locking up the building. This is a one off charge of £40

**7) Block Bookings:**

- a. The booking must consist of 8 continuous sessions. Term time bookings will also be considered as a block booking.
- b. The interval between sessions is at least a day and not more than 14 days unless this is a term time booking which is acceptable outside this period.
- c. The sessions are booked in advance with written evidence to that effect.
- d. No refunds will be available for cancellations or non-arrivals.

**8) Cancellation by The Community Centre @ Christ Church:**

- a. The Community Centre @ Christ Church reserves the right to cancel a booking should they require facilities due to unforeseen circumstances or consider that the facilities are unfit for use.
- b. Any hire charge paid in respect of a hiring that is cancelled by the Community Centre @ Christ Church will be refunded except for a cancellation arising through the failure of the Hirer to comply with the Conditions of Hire when a full charge may be made. Refunds will not be made to individuals where the Booking Agreement is in the name of a school, a club or an organisation.
- c. The Community Centre @ Christ Church will not be liable for any expenditure incurred or loss sustained by the Hirer, directly or indirectly, as a result of a refusal, cancellation or termination.

**9) Cancellation by the Hirer:**

- a. Cancellation must be received by the Community Centre @ Christ Church in writing at least 14 days before the Booked Period or charges for that booking will be retained.

**10) Insurance:**

- a. The Hirer shall indemnify the Community Centre @ Christ Church against any claims for damages, costs or expenses in respect of personal injury, death or loss of or damage to property sustained by any person during or in consequence of the hiring.
- b. The Hirer shall effect insurance under a policy arranged by the Community Centre @ Christ Church unless evidence of alternative insurance is provided to cover legal liability up to £5 million for injury/ illness to third parties and/ or loss or damage to their property, and for loss or damage to the premises and contents being hired.
- c. If insurance is provided through the Community Centre @ Christ Church's policy, a surcharge of 15% of the hire is payable. This cover is not available for political meetings or professional entertainment events.

**11) Supervision:**

- a. The Hirer is responsible for the supervision, stewarding, admission and removal of those attending the hiring and shall provide a enough suitable qualified persons to carry out these responsibilities.
- b. The Hirer must ensure that the maximum number of people attending the hiring does not exceed the agreed capacity of the room. Failure to comply will be considered a breach of Health and Safety regulations and may result in the booking and any future bookings being terminated.
- c. Children under the age of 16 must always be supervised and the lead person responsible for the booking must be in attendance at the Centre for the duration of the booking.
- d. KEEP CHILDREN SAFE FROM HARM The Hirer undertakes to ensure that all measures possible will be enforced to comply with the requirements of The Children Act 1989 and The Home Office Code of Practice entitled "Safe from Harm" and any statute or Code of Practice replacing or modifying the same. A copy of the Safeguarding Children and vulnerable adults policy can be viewed on our website.

**12) Key Holders:**

- a. At times to be agreed with the Community Centre Development Manager, Hirers may be required to open/ close the building.
- b. The Hirer will have overall responsibility for the Centre during their booking period.
- c. The Hirer will ensure that the facility is left in a clean and tidy state prior to leaving.
- d. The Hirer will check that all doors and windows are closed when they leave and ensure all external doors are locked.
- e. The Hirer will be responsible for a set of keys and alarm code details and must inform the Centre Development Manager if these become compromised at their earliest convenience.

**13) Admission and Removal:**

- a. Vehicles must be parked in car park bays. Under no circumstances are cars to be parked on access roads, in no parking areas or in disabled access bays (unless a valid permit is displayed). You can view our full vehicular access

policy on our website.

- b. Due to the multi-use nature of the site (Church, Burial Ground and Community Centre) and the limited amount of car parking space, we do not guarantee parking. The ramped area and bays must always be kept clear to allow for emergency access.
- c. Access to the Centre is via three entrances (Main/North/Middle, West/Parish office and East/Garden Room) dependent on which facility area has been hired.
- d. The Community Centre @ Christ Church retains the right to refuse admission or to remove/ eject, or direct the Hirer to do so, any person who is contravening the Conditions of Hire or acting in an anti-social or dangerous manner during the hiring.
- e. The hirer must always comply with all reasonable requests and directions given by members of the Centre's staff/ volunteers and allow them access to facilities. The Community Centre @ Christ Church reserves the right to halt or terminate the hiring in an emergency or if the Conditions of Hire are Contravened.

**14) Clothing and Footwear:**

- a. The Hirer must ensure that appropriate clothing and footwear are worn for specific activities (e.g. non marking soles)
- b. Cultural differences and the specific needs of disabled people will be respected

**15) Notices and Sales:**

- a. Fly posting is not permitted and no posters, signs banners, leaflets or other display materials may be fixed to any internal or external doors, walls, windows or Centre notice boards without prior permission from the Centre Development Manager.
- b. The Hirer shall not sell or allow to be sold on the premises any refreshments, tobacco or goods of any description without prior permission from the Centre Development Manager.

**16) Broadcasting and Photography:**

- a. Sound or television broadcasting, filming or photographic rights cannot be exercised without prior permission from the Centre Development Manager. If such permission is given, the Community Centre @ Christ Church reserves the right to be party to any negotiations and to share any income and publicity derived.
- b. No copyright music may be performed/ played without prior permission from the Centre Development Manager. Where permission is given and sound recordings are played in public, the Hirer must ensure that the appropriate license fees are paid to Phonographic Performance Limited (PPL). The staff and volunteers have authority to control the volume of sound caused by musical equipment during the hiring.
- c. The use of cameras, video and other photographic equipment is permitted at the hirer's discretion.

**17) Catering:**

- a. The Hirer shall make arrangements with the Centre Development Manager for any catering requirements at least 14 days prior to the booked period. A tour of the kitchen will be a requirement prior to use by the Hirer.
- b. Permission to sell or consume food or alcohol during hiring is at the sole discretion of the CC@CC. This is in addition to the requirement to comply with all legal and licensing requirements.
- c. The Hirer must ensure that if using the kitchen, it is left in a clean and tidy condition. Cleaning of the cooker, sinks, etc. is the responsibility of the user. If the user wishes to use their own equipment in the kitchen, this should not be left on the Premises. A charge may be made where the Hirer leaves the facility or equipment in a damaged or unusable state.
- d. The Hirer must ensure that any food preparation conforms to the Food Safety (General Food Hygiene) Regulations and that, in applicable circumstances, a Hygiene Certificate is provided to the Centre Development Manager in advance of the booking.

**18) Personal Property:**

- a. The Community Centre @ Christ Church will not make good or accept responsibility for the loss, theft or damage of or to property of the Hirer brought into or left in the Centre.

**19) Equipment:**

- a. The Hirer will be held responsible for damage to equipment / fittings/ furnishings and premises unless deemed to be reasonable/ acceptable wear and tear and must pay the Community Centre @ Christ Church the cost of repairing or making good any damage arising from the hiring.
- b. The Hirer shall not bring any equipment into the Centre without permission from the Centre Development Manager. Where permission is given, all electrical appliances must have a current Portable Appliance Test (PAT) certificate.
- c. The Hirer is responsible for setting out all their required equipment and for clearing them away afterwards. The room must be left in a clean and tidy condition. The user will be responsible for checking at the end of each session. The Hirer must ensure that they do not drag tables/ chairs or other items across the floor.
- d. The Hirer must ensure that the room and any cupboards opened for use are locked again at the end of the booked period.
- e. The Hirer must ensure all rubbish is put in the relevant bins provided at the end of the Community Centre. The

outside recycling bin is for specific recycled waste only. If the wrong type of rubbish (including black bin bags) is put in our recycling bin we will incur a charge from our waster provider. In this instance, the fee will be passed onto the hirer.

- f. Users are responsible for checking that toilets are left clean and tidy. The drains system of the CC@CC is not connected to mains drainage and comprises an enclosed septic tank. Disposables or nappies must not be flushed down the toilets. Sanitary bins are provided. All soiled nappies should be taken away from the premises.

#### 20) General Rules:

- a. Any music played must conform to the appropriate Performing Rights Regulations and sound volume must be kept to a reasonable level. Music must cease by 11pm on Friday/ Saturday and by 10pm on all other days.
- b. No lighting, heating, power, or other electrical fittings or appliances in the Premises are to be altered, moved, supplemented, or in any way interfered with.
- c. Do not use sellotape and pins on the walls or doors etc. Branded white tack or blue tack may be used at the discretion of the Centre Development Manager.
- d. The use of chewing gum is banned.
- e. No ball games are allowed on the premises due to the low hanging lights.
- f. Bicycles are not permitted inside the premises. Racks are provided outside the facility.
- g. The foyer must always be kept clear for safety purposes.
- h. Garden access is only permitted until 10.30pm on Friday/ Saturday and until 9.30pm on all other days.

#### 21) Health and Safety:

- a. Use of the Centre and of all equipment is permitted entirely at the users own risk. The Community Centre @ Christ Church shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of the Centre or its equipment or of the negligence of the Community Centre @ Christ Church
- b. The Hirer must report accidents, near accidents or dangerous occurrences to the Centre Development Manager as soon after the incident as is possible and an accident form must be completed
- c. The Hirer is required to make themselves aware of the Fire Regulations and emergency evacuation procedure for the Centre. In an emergency, if Centre staff/ volunteers are present their instructions must be followed.
- d. The Hirer must ensure that no gangways, doors or fire exits from or within the Centre are blocked or obstructed and that fire appliances are not removed or tampered with.
- e. The Centre operates a strict 'No Smoking' policy and bookings are accepted on condition that the Hirer adheres to the Community Centre @ Christ Church policy. There are set external smoking areas available outside each main external entrance.
- f. The Hirer must ensure that no animals, excluding guide or hearing dogs, are allowed into the facility without permission from the Centre Development Manager.
- g. The Hirer must conduct the hiring in a safe, orderly and lawful manner in accordance with any relevant by-laws, regulations, licenses or Conditions of Hire, and facilities should be left in a good and safe condition.

#### 22) Coronavirus Control Measures

- a. There is no longer a legal requirement to manage coronavirus however it does still exist and we ask that all hirers continue to be responsible.
- b. There is no longer a need to:
  - Limit numbers as the rule of 6 has been removed.
  - Social distance, the 1 metre + rule has been removed.
  - Wear a face covering.
- c. We do still request that you:
  - Think about what you can still do as a group to limit the spread of covid.
  - Encourage hand washing/ sanitising and cleaning of surfaces.
  - Wear a face covering where you come into contact with people you do not normally meet in enclosed and crowded spaces.
  - Continue to open windows and doors for ventilation.
  - Ensure that the Centre is left clean and tidy e.g. floor swept if required prior to the next hirer but there is no longer a need to deep clean the facility.
  - Ask people not to attend who have tested positive for covid or who have covid like symptoms.
  - Keep contact details of people who attend your sessions in case you need to inform anyone of cases.
  - Check in with the QR codes that will still be displayed at the Centre (although no longer a legal requirement)

#### 23) Complaints:

- a. Any complaint arising out of the hiring must be made in writing to the Community Centre Development Manager.

- b. The Centre Development Manager will endeavor to respond to any complaint within 10 working days.

**24) Supply of Information:**

- a. The Hirer must satisfy the Community Centre @ Christ Church that activity leaders/ coaches possess qualifications that are appropriate for the level of activity detailed on the Booking Agreement. The Hirer must present evidence in advance of the first booking together with names of all leaders/ coaches who require an enhanced DBS certificate. The Centre Development Manager may request appropriate documentation at any time.
- b. The Hirer shall, if requested, supply to the Community Centre @ Christ Church the names and addresses of persons taking up the Booked Period and provide the age of those who are minors (i.e. Under 18 years of age).
- c. Under the General Data Protection Regulation act you can request to see your own personal information stored by The Community Centre @ Christ Church.

**Acceptance of Terms & Conditions**

Name:

Group Name:

Signature:

Date: