

Victoria Community & Youth Centre Bookings Policy

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1. Responsible Person

If the use of the Centre is a private one, the person completing and signing the booking form is the responsible and, in this instance, classed as 'The Hirer'.

2. Obligations of the Hirer

The Hirer agrees with the Management to observe and perform the Standard Conditions and any Special Conditions.

3. Corporate Hirer

The Hirer, if an individual, must be eighteen years of age or over and must remain on site throughout the Period of the Hiring. Hire times agreed at the point of booking include setting up, cleaning, clearing away and vacating the building. Hirers that overrun their agreed time may be charged for the time overrun and any associated cleaning costs.

4. Facilities

Use of the building includes use of the foyer, main rooms, kitchen and toilet facilities associated with it or that part of it as is hired and indicated as such on the booking form. Storage can be provided with agreement of the Management.

5. User

5.1 No part of the Centre is to be used for any other purpose other than the Purpose of the Hiring.

5.2 No part of the Centre is to be used for any unlawful purpose or in any unlawful way.

5.3 No animal (other than a guide dog) is to be brought into the Centre or allowed to enter the Centre without the consent of the Management.

5.4 The Centre is open to members of the community and the Hirer must not discriminate in anyway on the grounds of race, gender, sexual orientation, disability, religious or political beliefs or marital status.

5.5 The Hirer notes the Managements obligations under the Human Rights Act 1998 ("the 1998 Act").

5.6 The Hirer must remain at the Centre for the Period of the Hiring or for the duration of the activity (whichever is the longer) although the Management may agree in advance to the Hirer nominating another responsible person for specified times during the Period of the Hiring.

6. Cancellation by Hirer

6.1 The Hirer must adhere to the Period of the Hiring and any changes must be agreed with the

Management by the Hirer. Hirers should note that the all changes must be communicated by the Hirer.

6.2 If the Hirer wishes to cancel the Agreement then the Hirer must give to the Management notice to that effect. If such notice is given not later than two days prior to the period of the Hiring then the Management will refund/not charge to the Hirer the fee but otherwise the Management will be entitled to retain/claim the whole fee.

7. Cancellation by the management and breach of the hirer

7.1 The Management may cancel the Agreement if the Centre is required for any purpose in connection with an emergency situation or if the Centre requires maintenance work or the centre in part or whole is required as an emergency rest centre or for fund raising activities associated with the upkeep or development of the centre.

7.2 If the Agreement is cancelled for any such reason as is mentioned in condition 7.1, the Management will give to the Hirer the maximum practicable notice (except in the case of an emergency) and refund/not charge the fee but will not otherwise be liable to the Hirer.

7.3 If the Hirer fails to observe and perform any of the conditions laid down in these Standard Terms and Conditions the Management may:

Charge to recover from the Hirer any expenses incurred by the Management and the Management in remedying any such failure including the cost of employing contractors or other persons as maybe appropriate together with an administration fee of £25.00.

Cancel this or any other Agreement by the Hirer without incurring any liability to the Hirer for the return of the fee or otherwise.

8. Maximum number to be admitted

The maximum number of people allowed into the Centre is:100

9. Smoking

Smoking is not to be permitted anywhere in the Centre or immediately outside the entrance areas of the Centre.

10. Payment for hire

10.1 The Hirer will be required to pay in full before the commencement of the Period of the Hiring and the Hirer must ensure that full payment is made prior to the Period of the Hiring.

10.2 Social, parties and celebrations must pay a Bond. On condition that the Hirer complies with the conditions laid out in the Agreement the Bond will be returned by BACS following the expiration of the Period of Hire. If the Hirer fails to observe and perform any of the conditions in the Agreement the Management may:

Retain whole or part of the Bond
Refuse to hire the Centre to the Hirer or associated parties

11. Car Parking

11.1 The Management will not be liable for any damage or loss to vehicles or their contents whilst parked or in transit on Management property.

11.2 The Management will not be liable for the death or injury to any person in connection with vehicles or other mode of transport whilst in transit, stationary or parked on the property except where such death or injury is due to the negligence of the Management.

12. Start and expiration of the period of hiring

12.1 At the start of the Period of the Hiring the Hirer is responsible for setting out tables and chairs to meet the requirements of the Purpose of the Hiring unless an alternative arrangement has previously been made and agreed with the Management.

12.2 Prior to the expiration of the Period of the Hiring the Hirer is responsible for cleaning, folding and putting away tables and hanging chairs on the wheeled bars provided and pushing them against the wall, unless an alternative arrangement has previously been made and agreed with the Management.

12.3 On the expiration of each Period of the Hiring the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.

12.4 At the expiration of each Period of the Hiring the Hirer is to leave the Centre in a clean and orderly state free from litter and in particular (but without prejudice to the generality of the above) all food should be removed and the kitchen and other areas left in a clean condition.

12.5 All waste that exceeds more than the average daily waste produced in the Centre (two bin bags) including all bottles and cans must be removed from the Centre and off site and disposed off by the Hirer.

12.6 Long term Hirers may use space allocated to the Hirer by the Management for the purpose of storage after obtaining the consent the Management. Any further storage space must be agreed in advance with the Management and the Management reserves the right to remove any goods or property of any description in breach of this requirement. Goods stored by the Hirer must be stored safely and securely and at the Hirer's risk without causing obstruction or inconvenience to the Management or other users of the Centre.

12.7 At the expiration of the Period of the Hiring all goods and equipment previously brought in by or on behalf of the Hirer must be removed from the building. Goods or equipment left on site will be

removed and disposed of as the Management deems fit and the Management and its Staff will not be held liable for any cost relating to the loss of the equipment but the Hirer may be held liable for any cost incurred by the Management for the disposal of the equipment.

13. Supervision

During the Period of the Hiring the Hirer is to be responsible for the efficient:

13.1 Supervision of the Centre including the effective control of children.

13.2 The orderly and safe admission and departure of persons to and from the Centre including car parking arrangements avoiding undue noise on arrival and departure especially where the Period of the Hiring finishes after 9 pm.

13.3 The orderly and safe evacuation of the Centre in case of emergency including an effective evacuation plan that is inclusive of disabled people and identifies responsible persons.

13.4 The safety of the Centre and fabric of the building.

13.5 The preservation of good order and decency in the Centre.

13.6 Ensuring that all doors giving egress from the Centre are left unfastened and unobstructed and immediately available for exit.

13.7 Hirer's delivering activities or care services involving children must ensure that:

No staff and volunteers have convictions or other entries revealed on a Criminal Records Bureau disclosure which gives rise to concerns about their suitability to come into contact with children. The Hirer must provide an adequate number of competent stewards/attendants to ensure that they can meet all requirements and in the case of children's groups, activities or party hire where the majority of those attending will be under eighteen years of age, the Hirer must ensure that there is a constant ratio of: 1 adult per 8 children of 5 years and under; 1 adult per 10 children over 5 years of age. Failure to ensure the correct ratio will render the Agreement invalid and the Management will terminate the use of the Centre by the Hirer immediately without incurring liability for any loss or inconvenience caused as a result of the cancellation.

13.8 Any accident occurring at the Centre must be recorded using an accident report form kept in the first aid box located in the kitchen. The completed accident form must be left with a member of staff.

14. Injury to persons and loss of property

14.1 The Management will not be liable for the death or injury to any person attending the Centre for the Purpose of the Hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Management.

14.2 The Management will not accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Centre either by the Hirer for his own purposes or by any other person or left or deposited with an employee of the Management.

14.3 The Hirer will indemnify the Management against all such liabilities as are mentioned in this Condition 14.

15. Damage to the Property

15.1 The Hirer is to take good care of and not cause any damage to the Centre or to any of the fittings equipment or other property in the Centre and save to the extent that the Management may be indemnified by insurance the Management will make good but the Hirer will pay for damage or loss caused by act or neglect by any person for whom the Hirer is responsible or associated or any person the Hirer allows to access the Centre with or without their permission.

16. Decoration and Advertising

16.1 No posters boards' signs flags emblems advertisements artwork or any other material is to be displayed inside or outside any part of the Centre without the previous consent of the Management. Any materials to be displayed externally (in windows) are subject to conditions and therefore must receive approval from the Management.

16.2 Where space for display work is allocated to groups/individuals no other individual will impose on this space or interfere with the said display.

16.3 The Management reserves the right without liability for damage incurred to remove any material which is on display without the permission of the appropriate person or becomes so dirty or to be unsightly or could cause, or causes, damage to internal decoration.

16.4 The Hirer must ensure that display items are appropriately fixed to the display boards so as not to become loose or fall and trigger the security alarm and if the Hirer fails to observe and perform this condition the Management may charge to recover from the Hirer any expenses incurred in remedying any such failure including volunteer and engineer call-out charges.

16.5 No bolts nails tacks screw bits or other like objects are to be screwed into any part of the Centre nor is any adhesive substance attached to it unless previously approved by the Management. Pins may be used in display boards only.

16.6 No placards fly posting or other articles are to be fixed to any internal or external part of the Centre.

16.7 No cotton wool or highly inflammable material is to be used for decoration or other purpose.

17. Electrical Equipment

17.1 No lighting heating power or other electrical fittings or appliances in the Centre are to be altered moved or in any way or interfered with.

17.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without consent of the Management.

17.3 Electrical equipment kept on site by the hirer will be subject to annual safety checks by a qualified electrician. Equipment deemed unsafe will be decommissioned and removed from the premises without prior notice or compensation to the Hirer.

17.4 Hirers bringing electrical equipment into the Centre must produce evidence at no cost to the Management that the equipment has undergone a safety check by a qualified electrician. The exception to this condition is new equipment.

17.5 The use of smoke machines is not permitted in the Centre.

18. Statutory Requirements

18.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Centre or which would or might invalidate in whole or in part any insurance effected in respect of the Centre.

18.2 The Hirer must comply with all the conditions and regulations made in respect of the Centre by the Fire Authority in particular.

18.3 The Hirer must be aware of the positions of the fire exits and fire-fighting Equipment.

18.4 The Hirer must ensure that persons using the Centre during the Period of the Hiring are aware of the fire exits and fire-fighting equipment and what to do in the event of a fire including the evacuation of disabled users.

18.5 No highly flammable substances may be brought into the Centre or onto the premises around the Centre and no combustible decorations or candles may be used in the Centre.

18.6 gangways and fire exits must be kept clear of obstruction at all times.

18.7 If the fire services are called out to any outbreak of fire, however slight, details of the incident must be given to the Management.

18.8 In the event that the Hirer prepares serves or sells food in the Centre the Hirer must seek and comply with the advice of the Environmental Health Unit in regard to food hygiene standards. This condition applies to all food types but is particularly relevant to high risk foods such as cooked and raw meat prepared salads quiches prawns fresh cream or sandwiches containing any of the above.

18.9 Places used by the Hirer for the preparation of food should comply with food hygiene regulations and must be inspected by an Environmental Health Officer.

18.1.1 All individuals preparing food should have received formal food hygiene training.

18.1.2 Food must not be left in the Centre refrigerator.

19. Film Exhibition

The Hirer is not to use any part of the Centre for the purposes of a film exhibition or permit any part of the Centre to be used for those purposes without the prior consent of the Management.

20. Licensing

20.1 The Hirer must comply with all conditions of any Premises Licence issued under the Licensing Act 2003 valid for the Centre (so far as the same may be relevant to the Purpose of the Hiring) and a copy of the Premises Licence will be supplied to the Hirer on request.

20.2 The Hirer with the intention of broadcasting music is responsible for obtaining a Phonographic Performance Licence or ensuring that the broadcaster holds such a licence.

21. Copyright Works

22.1 In the use of the Centre the Hirer is not to infringe any copyright or allow any copyright to be infringed.

22.2 If the use of the Centre will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function.

22.3 The Hirer must supply to the Management for approval (if requested) a copy of the programme of any entertainment to be given at the function no less than 14 days before the Period of the Hiring and must provide such evidence as the Management may require of compliance with this condition.

23. Broadcasting and Filming

23.1 The Hirer must not grant broadcasting or filming rights without prior consent of the Management.

23.2 Cameras may be brought into and used inside the Centre for private (not commercial) purposes, provided that no nuisance or annoyance is caused.

24. Gambling

24.1 No sweepstake raffle or tombola or other form of lottery is to be permitted to take place in the Centre except a lottery:

Which is lawful under the Gambling Act 2005.

For which prior consent of the Management has been obtained and

Which is conducted strictly in accordance with the relevant statutory provisions.

25. Liquor

25.1 No excisable liquor is to be sold unless a Premises Licence issued under the Licensing Act 2003

or Temporary Event Notice (“TEN”) for the Centre is in force at such time and the Hirer must produce such TEN to the Management no less than 24 hours before the Period of the Hiring.

25.2 No liquor is to be consumed in the Centre or on the property in the vicinity of the Centre by an individual under the age of eighteen.

26. Agreement Personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

27. Further Exclusions of Liability

27.1 The Management will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or act of God which may cause the Centre to be temporarily closed or the Agreement to be interrupted or cancelled.

27.2 The Management give no warranty that the Centre is legally or physically fit for a specific purpose.

28. Right of Entry

The Management reserve the right for duly authorised employees and or volunteers of the Management to enter the Centre at any time for any authorised purpose.

29. Complaints

Any complaint arising out of the use of the Centre must be made in writing to Victoria Community & youth Center, Charles Street, Whitefield, Manchester, M45 6FG.

30. Data Protection

30.1 Hirers may be asked to provide personal data and the Management will hold and process that information in accordance with the provisions of the Data Protection Act 1998.

30.2 Under normal circumstances personal data which the Management collects will only used for the purpose(s) for which it was collected. However, the Hirer notes that the Management will share personal data with a third party where the Management has a legal obligation to disclose it or where it enables the Management to collect unpaid hire fees.

31. Sublet

The hirer cannot sublet the period to a third party.