

Terms & Conditions of Hire for the West Faversham Community Centre

General Rules and, terms and conditions of hire governing the use of the West Faversham Community Centre, which is operated and owned by the West Faversham Community Association, whose registered office is the West Faversham Community Centre, Bysing Wood Road, Faversham, Kent ME13 7RH. Registered Company Number 07296070. Charity Registration Number 1139228.

Preamble: The management of the community centre is vested in the Board of the West Faversham Community Association (The Board), whose powers and composition are defined in the governing document (Memorandum and Articles of Association), a copy of which may be obtained from the Office. Under the provisions of the governing document, the Board is empowered to make rules or to withdraw or amend them.

Any hire agreement is made subject to the West Faversham Community Association general rules, terms and conditions of hire, and the Premises Licence. These form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Association and the Hirer.

1. Use of centre

Use of the community centre and its facilities is subject to the following rules and, in the case of hirers, to the conditions incorporated in the hiring agreement.

2. 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, gender reassignment, nationality, age, disability, maternity, race or ethnic origin, or of political, religious or other opinions.

3. Applying to use the centre

- (a)** Application for use of the centre shall be made to the bookings team.
- (b)** Bookings are not secured without payment of the deposit having being made.
- (c)** Booking that have fallen behind the required payment schedule will be removed from the diary and the slot made available to others, no refund will be given.
- (d)** The right to refuse any application for the use of centre facilities is reserved to the Board or the CEO.
- (e)** All arrangements for the use of centre facilities are subject to the Association reserving the right to cancel bookings when the premises are required for use as a Polling Station, Emergency Centre or are otherwise rendered unfit for the intended use.
- (f)** The Association will store your data for the purpose of making the booking and communication regarding the booking, more information can be found in the Data Protection Policy.
- (g)** Opening hours of the centre are at the discretion of the management team, and therefore access outside the booked time may not be possible.
- (h)** Centre management reserve the right to apply a minimum booking charge or refuse bookings not financially viable

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4. Maximum capacity

The centre's main hall has a maximum capacity of 350 (these figures include helpers and performers) and on no account shall these figures be exceeded because of Health and Safety and our Premises Licence.

Other parts of the premises have the capacity set out below: - The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performer

Main Hall	204 bleacher seats (320 if adding rows of chairs) <i>Maximum for other uses 350</i>
Youth Room	50 people
Community Room	50 people
Pre Nursery	30 people

5. Health and Safety

West Faversham Community Association has undertaken comprehensive risk assessments under the Health and Safety at Work Act 1974, for the use of the Community Centre. These are available on request. If the WFCA believes that an event is not covered under its current risk assessments it may ask the hirer to attend a meeting to review the risk assessments for the event.

The hirer shall comply with the Association's Health and Safety Policy, which can be supplied on request or found on the website.

Events open to the public require additional permission from a senior leader, this will only be granted on receipt of a public event risk assessment being completed by the hirer.

During all bookings the centre will provide a Duty Officer who is your point of contact for any safety matters.

The Duty Officer has the right to suspend a booking pending a decision of the Senior Leader on grounds of Safety.

Safety requirements

All conditions attached to the granting of the centre's Premises Licence or other licences shall be strictly observed. Nothing shall be done that will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

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- (a) **Means of escape.** Obstructions must not be placed in gangways or exits, or in front of emergency exits. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public egress.
- (b) **Hazards.** If you set up your own equipment please ensure there are no hazards such as – spillage or trailing cables which must be avoided.
- (c) **Fire drills and evacuation.** All groups are expected to co-operate in the fire drills that may be arranged at varying times in order to familiarise users with evacuation procedures. If a fire alarm sounds, unless a fire drill has been announced, the building must be evacuated and everyone assemble in the car park. No compensation will be given for fire drills taking place within booked time.
- (d) **Fire fighting apparatus** shall be kept in its proper place and used only for its intended purpose; never use them as door stops.
- (e) **Outbreaks of fire. The fire alarm will sound if there is an outbreak of fire.** The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Duty Officer.
- (f) **Dangerous and unsuitable performances.** Performances involving danger to the public or of a sexually explicit nature shall not be given.
- (g) **Explosives and flammable substances.** The Hirer shall ensure that: highly flammable substances are not brought into or used in any part of, the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.
- (h) **Heating.** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- (i) **First Aid.** The First Aid box shall be readily available to all users of the premises. It is located in the in reception office. The Centre also has an Automated Emergency Defibrillator, located in the reception officer.
- (j) **Accidents and dangerous occurrences.** The Hirer must report all accidents involving injury to the Association's duty officer as soon as possible and complete the relevant section in the Association's accident book, which is kept in the reception office. A photocopy of the report will be made available on request.
- (k) Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Association's Centre Management will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- (l) **Electrical appliance safety.** The Hirer shall ensure that any electrical appliances brought by them onto 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 and any subsequent legislation. (Portable Appliance Tested, PAT) The Board disclaims all responsibility for all claims and costs arising from the use of any equipment that does not so comply.
- (m) **Disabled persons.** The Hirer will ensure that if any disabled people are attending their event they are asked whether they require any assistance when they are in the building and in particular they must be asked whether they require a (PEEP) Personal Emergency

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Evacuation Plan in the event of an evacuation. The Hirer will then make arrangements for one to be provided in association with the Duty Officer.

- (n) **Gas Canisters** are prohibited from the Community Centre apart from as authorised in the bar area. However, the use of portable barbecues is permitted in the Garden Area only. This MUST be by prior arrangements with the Community Centre Management. These may not be stored at the Community Centre overnight.
- (o) **Helium balloons** are allowed on site but NOT canisters of helium. Any filling of balloons should take place generally outside the building. For large events and weddings that require large amounts of helium balloons, permission to bring canisters on site must be sought from centre management. The Association will require that helium cylinders are used according to manufacturer's guidelines, and that the hirer has sufficient insurance and adheres to the following guidance,
 1. DO NOT leave cylinders unattended
 2. Cylinders cannot be stored on the premises
 3. DO NOT allow anyone to breathe Helium direct from the cylinder or from the balloons
 4. DO NOT allow children or other unauthorised persons to use or handle cylinders
 5. DO NOT use cylinders as rollers, transport safely
 6. NEVER smoke when dealing with gas
- (p) **Moving Furniture.** If you are using the Community Centre's furniture, Hirers when moving this equipment MUST at all times use the correct equipment for moving the furniture and comply with the designed numbers for stacking of this equipment. On no account should furniture be dragged across the floor. Assistance can be arranged in the moving of furniture if booked prior to your event. (Any damage to the Community Centre's furniture caused by misuse will be charged to the Hirer).
- (q) **Naked flames.** Our insurers insist that - Fire or flames, e.g. candles and tea lights, are not permitted on the premises, unless central to the event i.e. birthday cake candles or Christingle service in which case, prior written approval of the Centre Management must be applied for and a risk assessment completed which is available in the office.
- (r) **Bouncy Castles.** No Bouncy Castle or other similar equipment without the prior written approval of the Centre Management. If permission is granted for the use of a bouncy castle, the bouncy castle risk assessment is available from the office and must be adhered to.
- (s) **Smoke/fog machines** cannot be permitted as they trigger the fire alarm.

6. Age of hirer and Supervision

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

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

- Supervision of the premises, the fabric and the contents and their care, safety from damage, however slight, or change of any sort; and

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- The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- As directed by the Association, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
- When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons on duty, where under 100 persons are attending the entertainment, neither of whom shall be less than 18 years of age.
- The number of adult attendants required is increased in the following circumstances:
 - (a) Where 100-249 people are present - to three;
 - (b) Where 250-350 people are present - to four;
 - (c) When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased to appropriate level to meet the individual support needs.
- Please provide a list of names and contact details of the adult supervisors before the start of the hire. Each one must sign in at the Centre Reception on arrival and make themselves known to the staff on duty.
- All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire fighting equipment provided.
- They shall not be engaged in any duties that prevent them from exercising general supervision and shall be able to take responsibility.

7. Safety of children, young people and vulnerable adults. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

With the exception of children's parties organised and supervised by direct family members, no activities or groups involving children, young people or vulnerable adults will be permitted on the premises without approval.

Before giving permission the Centre Management will ensure that for any activities for children under eight years of age: that the hirer complies with the provisions of The Children Act of 1989 and subsequent legislation and the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with.

This includes ensuring that only fit and proper persons who have passed the appropriate Disclosure & Barring Scheme checks have access to the children. Checks will also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Association with a copy of their Safeguarding Children & Vulnerable Adults Policy on request.

In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance

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8. Supply of food and drink - Health and hygiene

Hires will not have access to the commercial kitchen on site, they may be given access to a smaller kitchen facility or fridge space if requested in advanced

The Hirer shall, 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 Safety (Temperature Control) Regulations 1995.

Such persons shall observe the food hygiene rules displayed in the kitchens at all times.

9. Intoxicating liquor drunk and disorderly behaviour, supply of illegal drugs and public safety compliance

No intoxicating liquors are permitted to be bought, sold or consumed in any part of the premises without the express permission in writing of the Centre Management, whose consent must also be obtained prior to the event.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Association'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 ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

Alcohol shall not be served to any person suspected of being drunk or any person suspected of being under the age of 18.

The Premises Supervisor for West Faversham Community Centre has absolute control of the bar facility and operates a zero tolerance policy re aggressive behaviour towards staff and customers. If the staff member feels that they are at risk or that any guest may become violent, this guest will be asked to leave or removed from the premises. The staff member is acting with the authority of the Premises Supervisor whose decision is final.

No illegal drugs may be brought onto the premises.

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10. Licensable activities and music in the centre

The premises are licensed for the playing of recorded copyright music and for the live performance of copyright music.

The Hirer shall ensure that the Association holds a Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Association holds it.

11. Noise and Nuisance

Hirers and organisers of events in the community centre are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. This includes keeping noise to a minimum on arrival and departure, particularly late at night and early in the morning.

- (a) The Hirer shall, if using sound amplification equipment, make use of the noise limitation device where provided at the premises and comply with any other licensing condition for the premises, this will allow up to a maximum of around 90db. We recommend any hirers using live music visit and test this prior to an event, as no compensation will be given for complaints regarding sound cutting out.
- (b) Litter shall not be left in or about the centre premises.
- (c) Hirers are responsible for ensuring that their guests leave the centre quietly and that they do not disturb the centre's neighbours.

12. Betting, gaming 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 and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

13. Storage

The permission of the Board must be obtained before goods or equipment are left or stored at the community centre, except that the Centre Management is authorised to grant permission for the overnight storage of goods and equipment brought to the centre for a particular function or event.

Stored equipment

The Association accepts no responsibility for any stored equipment or other property brought onto 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, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Association 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 within 7 days after the agreed storage period has ended;

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- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association 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.

14. Loss of property

The Association cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.

15. Car Parking: -

The Centre has on-site parking for 54 cars. This includes three parking bays for people who are disabled. Please ensure that these spaces are used appropriately. In the event of the Centre Car Park being full cars **MUST** be parked in Sainsbury's Car Park opposite the Centre (by kind permission of J Sainsbury's plc.). To prevent either nuisance to our neighbours or obstruction to emergency and public service vehicles cars, must not be parked in adjacent roads.

Should hirers or those attending the activity provided by the hire, cause road obstruction, the booking will be suspended and if necessary stopped completely, no refund or compensation will be given in this instance.

16. Cleaning, security and end of hire

Unless the hirer has pre-paid for a cleaning/caretaking service, at the end of the event the Hirer shall be responsible for

- Returning furniture and equipment to their original position,
- Leaving the premises and the surrounding area in a clean and tidy condition,
- Securing and locking doors and windows of the premises as directed by the Centre Management

Failure to comply will mean a charge is taken from the indemnity deposit. Specifically the hirer will ensure that: -

- All rubbish is cleared and bagged up.
- Tables are cleaned and dried off and Go-Pak tables secured on the trolleys provided. Other (round) tables are left for Caretakers to disassemble.
- Chairs are placed in stacks of no more than six and arranged around the edge of the room
- All lights are switched off
- Checks are made to ensure that no damage has been done to the hall, fixtures and fittings and that any such damage reported to the Centre Management
- Guests are instructed to leave quietly and on time to avoid disturbance to neighbours

17. CCTV

CCTV is in operation at the centre

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18. Animals Except in the case of trained guide dogs for the blind or other trained support dogs for deaf, epileptics, diabetics etc., animals shall only be permitted on the centre premises in connection with organised activities such as animal training or animal shows expressly approved by the Board.

No animals whatsoever are to enter the kitchen at any time.

19. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
- (ii) All claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees 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
- (iii) All claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Board and the Association's employees, volunteers, agents and invitees against such liabilities.

(b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Association's Board and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) 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 the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

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

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20. 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 the Association's Board 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.

21. Sale of goods

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.

22. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Association is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Association. The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for any election, by-election or referendum;
- (b) The Association 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 only if after reasonable attempt on both sides to find a new date have failed, but the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- (e) cancellation as the result of a government instructed closure, through no fault or control of the management will be rescheduled at a mutually convenient time within 12 months, refunds will not be given.

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Notice	Main Hall	Other rooms
Over 6 months	£50	£0
3- 6 months	33%	£15
1-3 months	50%	50%
Under 1 month	100%	100%
Less than 48 hours	100% of all charges	100% of all charges

These are our standard cancellation charges; in special circumstances the Director of Operations may give exemptions and alterations

24. No 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 written approval of the Centre Management. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

25. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

26. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

27. Charges

The Hirer agrees to pay the charges ruling at the time that their hiring takes place and not the rates that applied at the time of booking. Increases in charges will not normally exceed the rate of inflation. If the Hirers do not comply with the terms of the agreement and the Association's paid staff or volunteers are caused additional work or have to attend the centre, additional charges may be made at the discretion of the Association, which may be deducted against the Hirers' deposit.

28. Penalty charges

Late leaving over 15 min past end of booking – up to £100

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Alcohol brought in to an event - £200

Waste not taken away - £30

Room not to same level of cleanliness as found - £50