

## Terms and Conditions Governing the Use of Carlton Colville Community Centre

**Use of the Community Centre** and its facilities is subject to the following rules and conditions:

- 1. Access to the Premises** will be via a code sent to the smartphone identified by the hirer on the booking form. The code will be sent to the hirer once payment has been received and the booking confirmed. The code will allow access to the centre 15 minutes before the paid booking starts and will cease to work 15 minutes after the end of the booking. Failure to leave the premises within this timeframe will result in further charges being made.  
The hirer is responsible for ensuring the confidentiality of the key to prevent or reduce the risk of unauthorised use by a third party. **Please see Additional Notes under General Information section for further information on how the access system works.**
- 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.
- 3. Supervision of the premises** during the period of hire, including the 15 minutes “grace” periods at either end of the hire, is the responsibility of the hirer. This includes the contents of the venue and behaviour of all persons using the premises.
- 4. Any damage** caused during the hire period will be invoiced to the hirer. This includes damage to the hall, kitchen and toilet areas. The hirer should inform the committee as soon as they are aware of any damage.
- 5. Use of the Community Centre** by the hirer will be for the purpose described in the hiring agreement only. The hirer shall not sub-hire or use the premises for any unlawful purpose.
- 6. Alcohol** is not permitted to be bought or sold on the premises. The hirer is responsible for ensuring that alcohol is not brought on to the premise, except by prior agreement from the committee.
- 7. Any outside hire such as disco or bouncy castle** will be required to hold appropriate insurance to cover the hire. Evidence of this may be requested from the committee before your hire period.
- 8. Age-related restrictions** are as follows:  
The hirer cannot be under 18 years of age.  
We do not accept bookings for birthday parties beyond 11 years of age.
- 9. The hirer shall pay** the full hire fee within 2 weeks of invoice. The booking will not be confirmed until full payment has been received. Payment will be via direct bank transfer, details of which will be included on the invoice.
- 10. The hirer shall ensure** that a minimum level of noise is made on arrival and departure, as well as during the hire period. Music must be kept to an acceptable level so as not to cause inconvenience for the occupiers of nearby houses and property.

11. **At the end of the hire period** the hirer shall be responsible for leaving the premises in a clean and tidy condition. This includes return of tables and chairs to the relevant storage cupboard(s), the sweeping of the floor and the removal of any food from the premises.  
The hirer must ensure the premises are properly locked and secured.
12. **The hirer shall be responsible** for obtaining any relevant licences needed outside what is held by the premises.
13. **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.
14. **Public safety compliance** is the responsibility of the hirer during the period of hire. The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or similar. This includes knowledge of the location of emergency exits, break glass pints and keeping all fire exits clear and fire doors closed. **Please see Additional Notes under General Information section for guidance on what checks should be made prior to the booking taking place.**
15. **The hirer will inform** the committee of any accident or injury occurring on the premises. **Please see Additional Notes section for guidance on how this should be recorded.**
16. **Smoking** on the premises is not permitted.
17. **The hirer will 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 shall be erected without the consent of the committee. No decorations are to be put up near light fittings or heaters.
18. **The hirer will ensure** that no unauthorised heating appliances shall be used on the premises.
19. **Health and Hygiene** – The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular meat, dairy products and vegetables on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator.
20. **The hirer will ensure** that no animals, except assistance dogs are brought on to the premises.
21. **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 according to the Electricity at Work Regulations 1989 and any subsequent legislation.
22. **Stored equipment** – The permission of the committee must be obtained before goods or equipment are left or stored at the community centre. All equipment, except agreed stored equipment, must be removed at the end of the hiring period. Charges will be made for any item remaining, until said item is removed. Failure to remove the item(s) after 7 days may result in the committee disposing of the item as it thinks fit.

The committee 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.

23. **The field** is not to be used unless stated at the time of booking and the applicable rates charged.
24. **The committee accepts no responsibility** for damage to, or the loss or theft of, centre users' property, possessions and effects, including vehicles parked on the centre's car park.
- 24a. **Car parking** – Cars shall not be parked so as to cause an obstruction to the entrance to the centre or to either gate to the main field.
25. **In the event of the premises being rendered unfit** for the use for which it has been hired the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.
26. **Cancellation** – If the hirer wishes to cancel the booking before the date of the event and the committee is unable to conclude a replacement booking, the repayment of the fee shall be at the discretion of the committee.

The committee reserves the right to cancel a hiring by written notice to the hirer in the event of:

- The premises being required for use as a polling station for a Parliamentary or Local Government election;
- The committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- The premises becoming unfit for the use intended by the hirer;
- A civil contingency requiring use of the premises as a rest centre 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 monies already paid, but the committee shall not be liable to the hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

27. **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 committee. Where approval is given, the hirer must remove all such articles at the end of the hiring unless otherwise agreed with the committee. Any unauthorised articles left on the premises will be disposed of by the committee as it thinks fit. The hirer will make good to the satisfaction of the committee any damage caused by such installation and removal.
28. **No rights** - the hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.