

General Terms and Conditions governing the use of Fakenham Community Centre

Definitions

Fakenham Community Centre ('FCC') comprises the main hall, bar, offices and rear grounds of the Community Centre at Oak Street, Fakenham.

Fakenham Community Campus Trust Limited ('FCCT') is the legal entity with governance responsibilities for FCC.

'Hirer' is any Regular or Ad Hoc user making a booking to use FCC.

Booking Secretary is the individual appointed by FCCT to manage the bookings diary, enquiries and complaints for FCC.

Regular user is any 'Hirer' who makes a recurring booking of all or part of FCC.

Ad hoc user is any 'Hirer' who makes a one off booking of all or part of FCC.

Booking form is the form separate to these terms & conditions that governs the specific details relating to any regular or ad hoc user booking.

Scope

These terms and conditions apply to any booking by the Hirer to use all or part of FCC.

Preamble

The FCCT is the governing body responsible for managing the FCC and is empowered to impose terms and conditions or to withdraw or amend them at any time at short notice. Its powers and composition are defined in the constitution which may be viewed at FCC.

FCCT accepts no responsibility for the failure of Hirers to comply with any of the following terms and conditions.

1. Use of FCC

Use of the FCC and its facilities is subject to the following terms and conditions and, in the case of Hirers, to the conditions incorporated in the Hire Agreement

2. Equal Opportunities

The FCC shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

3. Applying to use FCC

- Application for use of FCC shall be made to the Booking Secretary by way of completing a booking form and accepting the terms and conditions of hire set by FCCT.
- Any details not covered by the booking form should be included in a covering letter.
- FCCT reserves the right to refuse any application for the use of FCC. The Booking Secretary has authority to refuse any application for the use of FCC without giving a reason, provided that the refusal is reported to FCCT at the subsequent FCCT meeting.
- All arrangements for the use of FCC facilities are subject to FCCT reserving the right to cancel bookings when the premises are required for use as a polling station, for emergency planning purposes, or are rendered unfit for the intended use.

4. Hours of opening

Facilities of FCC are normally available for use of any Hirer between the hours of 8.00am and 12.00am midnight Monday to Saturday and 8.00am and 11.00pm on Sundays. Users are permitted to make their own arrangements for the bar (see clause 10.) but the bar may only be available between the hours of 11am and 11pm Monday to Saturday and 12.00pm and 10.30pm on Sundays.

5. Maximum Capacity

FCC has a maximum capacity of 300 people which includes organisers, staff and performers. This figure is to be reduced if space is taken up by equipment such as tables and chairs, or depending on the nature of individual events. The Booking Secretary will determine the maximum capacity for any event at the time of booking. On no account shall this figure be exceeded.

6. Safety Requirements

All Hirers must adhere to the conditions attached to FCC's Premises Licence, Health & Safety Policy, other applicable licences and fire evacuation procedures. Copies of these may be viewed at FCC. Nothing shall be done which will endanger any user of FCC, or invalidate the policies of insurance relating to it and to its contents. In particular:

- Obstructions must not be placed in the gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
- All Hirers are expected to read and follow the FCC fire procedure and co-operate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures;

- All hirers are expected to follow the 'Emergency plan for the temporary responsible person' which will be made available prior to an event taking place;
- The emergency lighting supply must be turned on the whole time FCC is occupied, and must illuminate all exit signs and routes;
- Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- The fire alarm shall be activated and the Emergency / Fire services shall be called to any outbreak of fire immediately, however slight;
- Highly flammable substances shall not be brought into or used in any part of FCC;
- Any internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) shall comply with the appropriate British Fire Safety Standards;
- The First Aid box shall be readily available to all users of FCC. The First Aid box is located in the kitchen area and must be returned there after use. All accidents or injuries occurring on FCC premises must be recorded in the accident report book located in the kitchen area and also reported to the Booking Secretary as soon as is reasonably possible;
- All electrical equipment including heating or cooking equipment brought into FCC shall comply with the Electricity at Work Regulations 1989. FCCT does not accept any responsibility for any claims, loss or costs arising from the use of any equipment brought into FCC;
- No Hirer shall make any alterations or improvements to FCC equipment or property without the specific prior written agreement from FCCT. Any proposals for such alterations or improvements should be put in writing to FCCT before any such works commence.
- It is the responsibility of all Hirers to complete a full risk assessment, in advance of any event or ongoing group activity and to provide a copy to FCCT when placing a booking
- It is the responsibility of Hirers to provide sufficient public liability insurance for any event in advance, and to provide a copy to FCCT on request.

7. Supervision

The Hirer (or person responsible for the supervision of the activity) shall not be under 21 years of age and shall be on the premises for the entire period of hire or duration of activity. He/she shall not be engaged in any duties which prevent her/him from exercising supervision of the activity.

When any part of FCC is used for the purpose of public entertainment, there shall be a minimum of two persons (neither of whom shall be less than 21 years of age) responsible for the supervision of the event. This number will be increased in accordance with any regulations governing a specific event, or when the majority of those present are either under the age of 16 or have disabilities. Exact numbers required will be advised by the Booking Secretary at the time of booking.

All persons in charge or on duty must adhere to the conditions attached to FCC's Premises Licence, Health & Safety Policy, other applicable licences and fire evacuation procedure (see clause 6).

8. Safety of vulnerable people

No activities or groups involving either young children under eight years or vulnerable adults will be permitted on the premises except with the prior written agreement of FCCT. Hirers will comply with the relevant provisions of the Children Act 1989 and subsequent legislation, 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). It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to children, and that such persons shall at all times be in attendance of the children who are on the premises for the activities concerned.

No pre-school children are permitted in the kitchen area under any circumstances. All children under the age of eighteen allowed into the bar area must be fully supervised at all times by the Hirer or organisers of the activities concerned.

FCCT accepts no responsibility whatsoever for the failure of Hirers to comply with the above conditions.

9. Supply of food and non-alcoholic drinks

Only persons who are food handlers within the meaning of the Food Safety Act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to handle food on the premises. Such persons at all times shall observe the Code of Conduct displayed in the kitchen.

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10. Intoxicating Liquor

No intoxicating liquors are permitted to be brought into FCC without the express prior permission, in writing, of FCCT and said liquor is not to be sold or given to any person under the age of 18 years. FCCT reserves the right to charge a corkage fee for intoxicating liquors brought into FCC.

FCCT has an arrangement with a number of authorised local mobile bars which can provide a full bar service. This should be arranged in advance with the Booking Secretary at the time of booking and they will be able to give full details. In exceptional circumstances a booking may be made using the FCCT licence on production of a personal licence by the hirer. A copy of this licence must be submitted to the Booking Secretary at least one week prior to the event taking place.

The Booking Secretary has authority to refuse any application for the use of the bar without giving a reason, provided that the refusal is reported to FCCT at the subsequent FCCT meeting.

11. Music in FCC

FCC is jointly licensed with the Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL) for the performance of copyright music. Hirers should inform FCCT of the frequency of musical performances during their activities at the time of booking. FCCT reserves the right to pass on to the Hirer any charges incurred as a result of increased musical performances. It is the responsibility of any Hirer who uses recorded music in its activities to check if it requires any further licence from PRS or PPL and, if so, to obtain a licence at the full cost of the Hirer.

12. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to FCC in contravention of the law relating to betting, gaming and lotteries, and Hirers responsible for functions held in FCC shall ensure that the requirements of the relevant legislation are strictly observed.

13. Films

FCC is not licensed for the public showing of films.

14. Storage

Prior written permission from FCCT must be obtained before goods or equipment are left or stored on FCC premises. Equipment must be stored as directed by FCCT and may be subject to a storage charge. Fees will be charged at the standard room hire rate for equipment and property which is not removed at the end of any hire session.

FCCT accepts no responsibility or liability for theft, loss or damage to, any stored equipment or other property brought onto or left on FCC premises.

FCCT reserves the right to dispose of any items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it sees fit, and charge the Hirer for any costs incurred in storing and disposing of such items, where either storage charges are overdue by 7 days or more, or after failure to remove the items within 7 days of being notified in writing by FCCT.

15. Loss of Property

FCCT accepts no responsibility whatsoever for, or liability for theft, loss or damage to, any Hirers or users' property or effects.

16. Car parking

Public parking to the front of the Community Centre is available for Hirers of FCC. The car park is owned and maintained by North Norfolk District Council (NNDC). Users must observe the car park rules and charges as displayed.

Any Hirers wishing to use the car park for any use other than normal car parking arrangements for events at FCC, must obtain prior written permission from NNDC in advance of the event, and provide this to FCCT on request.

FCCT accepts no responsibility or liability for theft, loss or damage to, any vehicle or their contents left on the car park.

17. Nuisance

- (a) Litter shall not be left in or around the areas surrounding FCC.
- (b) Except in the cases of trained support dogs, animals shall only be permitted in FCC in connection with organised activities and with the prior written permission of FCCT.
- (c) Hirers of FCC are responsible for ensuring that the noise level of their event is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.
- (d) FCC is a no-smoking building. Hirers are responsible for ensuring that smokers smoke outside FCC premises and dispose of their cigarette butts in the bins provided.

18. Cleaning and Security

All use of FCC premises and facilities is subject to the Hirers accepting responsibility for: returning furniture and equipment to their original position; leaving the premises and surroundings in a clean and tidy condition; ensuring that heating and lights are turned off at the end of the hiring period; and if they are the last to leave the building, that all windows and doors are closed and the alarm is set.

Any damage to FCC premises or facilities is the responsibility of the Hirer to make good. Any such damage is to be reported to the Booking Secretary and recorded in the maintenance book held outside the general office. FCCT will recharge the Hirer for any costs incurred in repairing damage to FCC premises or facilities.

19. Payment of Hire

- a) **Regular users** – new regular users are required to pay for bookings 14 days in advance for a period of three months. After this period, invoices for the hire of the premises on a regular basis, will be sent to the Hirer each month. Full payment is required within 21 days of the invoice date. FCCT reserves the right to cancel any future bookings if invoices are not paid within the agreed terms.
- b) **Ad hoc users** – Any booking require full payment 14 days prior to the event taking place. FCCT reserves the right to cancel the booking if balances are not paid within the agreed terms. In addition to the above, a £100 refundable deposit is payable at the time of booking. This will be refunded after the event taking place. However, any charges for damage to FCC property, cleaning required to return FCC to an acceptable state, etc will be deducted from the refund.

Regular and ad hoc user hire rates will be advised by the Booking Secretary and stipulated in the individual Hire Agreement/Booking form.

FCCT reserves the right to review hire and deposit rates annually. Any increase normally take effect from 1st April. FCCT will give users 30 days notices of any increase to be applied to user hire rates. However FCCT reserves the right to increase user rates at any time, upon 30 days notice being given.

20. Cancellation or Termination of Booking

Regular users - 28 days written notice is required to be given for cancellation of any regular user booking. Failure to give such notice will result in the normal hire fee being applied and invoiced.

Notice of termination can occur at any time from either party with a three month notice. Failure to give such notice by the Hirer will result in the normal hire fee being applied and invoiced.

Ad hoc users - the £100 refundable deposit and any fee paid will be returned, if 28 day notice is given, if not the deposit and any fees paid will be forfeited if the booking is cancelled without the stated required notice period.

In exceptional circumstances, FCCT reserve the right to give a shorter notice period of cancellation e.g. if major building works are required to FCC. However FCCT will always endeavour to give as much notice to Hirers as possible in order to minimise any inconvenience caused

21. Code of Conduct

All Hirers and users of the building will be required to adhere to the FCC code of conduct as set out below and anyone not doing so will be required to leave the premises if requested to do so. Hirers and users are responsible for ensuring that the code of conduct is followed by all those involved with their hire or activity.

- (a) People will be treated with dignity and respect and no one will be harassed, abused or intimidated regardless of their race, nationality, gender, sexual orientation, disability or age.
- (b) Offensive language or behaviour will not be tolerated.
- (c) No-one will be violent or intimidating towards any user, member of public or staff member.
- (d) Users will not be permitted to enter FCC if considered under the influence of alcohol or illegal drugs.
- (e) All users of FCC will show consideration to all other users of FCC. Where there are Hirers using other parts of FCC, it is expected that all Hirers will work with each other for convenience of using FCC equipment. No Hirer has right over FCC equipment before any other. Any disputes should be reported to the Booking Secretary immediately;
- (f) All users are requested to respect the needs of local residents and leave the premises and the area quietly;
- (g) In the event of any dispute between Hirers, the decision of FCCT will be final;
- (h) All users of FCC are requested to use the front entrance ONLY when entering or leaving the building. The rear entrance through the kitchen area may ONLY be used for service access or in very limited circumstances by permission of FCCT.

22. Monitoring

Users of FCC will be required to provide monitoring information, such as details of increases in user numbers, to the FCCT as requested. This information will be treated as confidential and only be used for the purposes of providing information to the FCC's funders.

23. Data Protection Policy / GDPR

Under the Data Protection Act any information supplied as a result of bookings at FCC will only be used for the purposes of FCC and will not be passed to a third party. For further information regarding GDPR and a copy of FCCT's privacy policy please refer to the FCCT website at www.fakenhamcommunitycentre.org.uk

FCCT is a registered charity no.1000793.