

MONKSTON COMMUNITY CENTRE AND SPORTS PAVILION

HIRE & USE POLICY

Policy Statement

This policy applies to all hirers and users. Some sections may only be relevant to certain sections of our user community.

All users and hirers agree that the hiring will be carried out in accordance with this policy and forms part of their hire agreement.

Definitions and Interpretation

1. Venue - means Monkston Community Centre, St Bartholomews, Monkston, MK10 9FJ, including the whole Community Centre building, outdoor spaces and pathways, railings and car park.
2. The Centre – means Community Centre building, fenced areas but exclude the external facilities.
3. The Field – means the open grass space known as Abbey Field or locally as *Monkston Circle* but excludes the Redway and playpark.
4. External facilities – means the external toilets, showers & ancillary rooms.
5. The Hirer – means the person or organisation as set out on the Venue Hire Booking Form.
6. The Amount Due – means the amount that the Hirer is required to pay to the Venue as set out on the Venue Hire Booking Form.
7. The Period of Hire – means the period set out on the Venue Hire Booking Form.
8. Regular User – means a hirer who has an agreement with the Centre for at least a 12 month duration.

Acceptance of Hire

All applications for hire will be reviewed by the Centre Manager and accepted on the basis of the details provided. Should it be found that deliberate misrepresentation has been made, the booking will be cancelled without notice and any deposit lost.

The hirer must be 21 years old and must be present at the Centre during the Period of Hire, unless agreed in writing prior to the event.

Hire Periods

The Period of Hire should cover your expected event time, including any set up, pack away and cleaning time required, this includes Centre or Field hires. A part or full loss of deposit may occur where events overrun.

You should ensure that all vehicles are removed from the parking areas within 15 minutes post hire. Failure to do so may result in vehicles being locked in the parking area until the Centre re-opens at the next booking. A charge will be made to open the gate to retrieve a vehicle and may not always be possible due to staff availability.

No Centre hire can be accepted before 0800 hours or after 2100 hours daily, without prior written agreement. Hire of the field for any purpose will not be accepted for the period between sunset and sunrise or before 0900 hours and after 2000 hours where daylight exceeds these times.

The minimum charge period of hire for an occasional user is 2 hours. This is due to the requirement for a member of staff to open & close the venue. Regular users are not subject to this limitation.

Capacity

Maximum Capacity 150 people. Recommended Capacity – 80 Seated; 120 dancing; Meeting Room 15 seated. The maximum capacity must not be exceeded under any circumstances. Field use is not subject to capacity limits, however a hirer must be aware that the centre has limited toilet and changing facilities and factor this into their intended use.

Use of the Venue

The Hirer shall not use the Centre for any purpose other than that described on the Hire Booking Form and shall not sub-hire or use or allow the Centre to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.

- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Centre anything which may endanger the same or render invalid any insurance policies in respect thereof.

The Centre reserves the right to exclude or eject from the Venue any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings may also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the Centre may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue. This includes, but not limited to, landmark birthday parties (16th, 18th, 21st etc), DJ events and paid entry parties.
- The Hirer shall ensure that no equipment, goods or other materials are left in the Centre overnight without written agreement and at their own risk.

Licences

The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

Where the use of a Premises Licence is permitted by the Centre, the Hirer shall ensure compliance with the conditions of their Premises Licence

The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

All security personnel and door supervisors must be SIA registered, display identification and allow unrestricted access to our staff at all times.

Use of Amplifying Equipment

Use of Amplifying Equipment within the centre is strictly prohibited. Hirers must only use the sound system installed at the Centre. Any attempt to bypass the system or to use any other speaker source will result in termination of the contract.

No amplifying equipment is permitted on the field unless authorised in writing.

Health and Safety Compliance

The Hirer shall comply with all requests of Centre staff and must supply any documents requested promptly.

The Hirer shall be responsible for the health and safety aspects of the use of the Venue during the Period of Hire. The Hirer will produce a risk assessment upon request.

The Hirer shall ensure they are familiar with the:

- a) fire alarm points
- b) fire evacuation procedures, routes, refuge point and assembly point
- c) location of first aid kit
- d) location of the accident reporting book

The Hirer shall

- a) ensure clear and unobstructed access and regress is maintained to all emergency exits in the Venue
- b) ensure fire doors in the Centre are not propped or left open at any time
- c) familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point
- d) appoint fire wardens who are trained in emergency procedures

The Hirer is advised to carry out a practice evacuation of the Centre to highlight any points for concern.

Electrical Safety

The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested, and details submitted to the Venue upon request.

The Hirer must not override or remove any electrical safety devices on the premises.

There is no provision for electrical power on the field. For safety reasons, hirers must not use the electrical sockets at the centre to provide power outdoors. This includes items such as bouncy castles, lights or power for food vans etc.

Alterations

The Hirer must not make any alterations to the Venue or any other part of the Venue without the Venue's prior written consent.

Food and Drink

Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Venue upon request.

The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

If the Hirer wishes to use caterers on the Venue during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

Waste

All waste must be placed in the relevant receptacles provided. Whilst the Centre provides waste provision for private hirers, we encourage all users to reduce the amount of waste produced during their events.

Where a hirer is found to have deliberately misused the waste provision the cost of re-sorting waste will be deducted from the deposit held.

Any user who is business or charity will be required to remove all waste from site at their own cost. Current government guidance states that the event organiser is legally responsible for waste management, recycling compliance and arranging collection for the whole event and its clean-up.

Prohibited Use

The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Centre) are displayed or offered for sale on the Centre or Field.

Any items deemed to be of an offensive or inappropriate nature by the Centre shall be removed from display or sale immediately on the request of the Centre.

Smoking and/or vaping is not permitted anywhere inside the Centre, 5 mtrs surrounding the building or car park. We discourage smoking and/or vaping on the Field for the comfort of all users. The Hirer shall ensure there is no smoking and/or vaping at the Centre.

Parking

All vehicles must be parked in the marked bays in the Centre car park.

No user vehicles are to be parked on the Redway or on St Bartholomew's. Hirers may use the car park at Monkston Primary School on a first come first parked basis.

Vehicles must not be driven or parked on any part of the field, users or hirers found doing so may be charged for reinstatement of any damaged caused. Vehicles must not be driven or left to stand on the paving slabs outside the entrance.

Nuisance

The Hirer must not do or allow anyone attending their hiring to do anything at the venue which is or may become a nuisance to the venue or other hirers or to the occupiers of adjoining or neighbouring premises.

The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Centre and/or Field immediately.

Animals

Assistance animals are always permitted at the Centre without exception, hirers and users must not prohibit such animals unless legally entitled to do so.

We allow other animals to be present at the centre from time to time, especially for educational and training purposes. Where animals are present, the hirer must ensure that the area is left clean and free of hair, waste or other litter at the end of their use.

Those with allergies to animals may wish to consider this when using the Centre.

Children

The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported for the attendance of children, they have appropriate child protection policies and procedures in place.

All groups working with young people may be required to registered with Milton Keynes City Council Youth Services.

Charges, Confirmation and Cancellation

The booking will be confirmed on acceptance of the Venue Hire Booking Form and on receipt of the deposit by the Venue.

In the unlikely event that the Venue becomes unavailable for hire, we reserve the right to cancel any booking. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever. Where possible alternative options may be offered. Cancellation by us would only be made where the health and safety of users cannot be maintained, or where the Venue becomes an emergency rest centre.

Once a booking has been made and paid for, user cancellation will result in the following scale of charges –

- 2 (two) weeks, or more, notice of cancellation – £35 charge;
- between 14 (fourteen) and 7 (seven) days' notice of cancellation - 50% of hire fee (£35 min)
- between 7 (seven) and 2 (two) days' notice of cancellation - 75% of hire fee (£100 min)
- 2 (two) days, or less, notice of cancellation - total hire fee.

End of Hire

The Hirer shall ensure that the Venue is vacated at the end of the Period of Hire. We recommend allowing time within your booking for cleaning and users vacating the building.

The Hirer shall ensure the Centre and surrounding area are in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Centre at the end of the Period of Hire. Field users should ensure that all items are removed from the area and a general litter pick is made.

Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. A loss of deposit may occur to the Hirer where the kitchen including any crockery, utensils, the cooker and fridge have not been left in a clean condition.

The car park may not be used until 10 minutes prior to your hirer time and must be vacated 15 minutes after your hire period has ended. We cannot guarantee the availability of the car park, or other local parking.

Payment and Amount Due

The Hirer shall make payment of the full *Amount Due* 14 days before the event.

For occasional hire, interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on any late payment. Regular hirer bookings should check their own agreement.

The details of the *Amount Due* are set out on the Room Hire Booking Form. The Venue updates room hire charges from time to time.

Concerns regarding pricing should be addressed within 30 days of the booking confirmation issued by the Venue.

Insurance

During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Venue and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Venue during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue on request.

Data Protection

Personal data supplied on the Venue Hire Booking Form will be held and will be used in accordance with the Data Protection Act 2018 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

Please refer to our Data Protection Policy for further information.

Our Use of CCTV

Monkston Community Centre and Sports Pavilion Limited operates and manages CCTV at Monkston Community Centre to promote the safety and security of the premises, its users, and the wider public, in compliance with relevant data protection laws. A copy of the CCTV policy can be obtained from Monkston Community Centre and Sports Pavilion Limited on request.

Where a concern or complaint is received during a hire, CCTV may be used by staff to remotely monitor the centre to ensure compliance with our policies and procedures.

Care of Premises and Equipment

The Hirer shall ensure no damage is caused or permitted to be caused to the Venue or any equipment or fittings during the Period of Hire.

The Hirer shall be responsible for any damage caused or permitted to be caused to the Venue or any equipment or fittings during the Period of Hire.

Loss or damage

The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Venue and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or

agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

Advertising

No advertising shall be displayed at the Venue without the written permission of the Venue.

Any artwork or other advertising for the event must be approved by the Venue.

Regular users are permitted to use signage and advertising at the time of their hire period to aid and inform their users.

General Terms

The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

The Hirer shall engage with the Centre Manager or other authorised person when requested.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

Ownership

Monkston Community Centre is owned by Milton Keynes City Council who provide and maintain the building and associated ancillary land.

The trustees of Monkston Community Centre and Sports Pavilion Limited manage and operate the facility under lease from Milton Keynes City Council. The trustees contract Hippey Accountancy Services Limited T/A Community Management Services manage and supervise the facility, handle bookings and administration on their behalf.

Your hire booking is with Monkston Community Centre and Sports Pavilion Limited.

This agreement replaces any previous agreements and is dated: 24th March 2026.