

Oulton Community Association

Oulton Community Centre
Meadow Road
Oulton
Lowestoft, Suffolk
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oulttoncommunity@outlook.com
Tel: 07810 726038



Terms and Conditions

General Rules Governing the Use of Oulton Community Centre

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.

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, nationality, age, disability, race, or of political, religious or other opinions.

Applying to use the Centre

Application for use of the Centre shall be made to the Centre Administrator
oulttoncommunity@outlook.com or Tel No 07810 726038

The right to refuse any application for the use of Centre facilities is reserved to the Management Committee.

The Management Committee reserves the right to request such additional information as it deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing letting.

All arrangements for the use of Centre facilities are subject to the Committee reserving the right to cancel bookings when the premises are required for use as a Polling Station or are otherwise rendered unfit for the intended use.

Hours of opening

Facilities at the Community Centre are normally available for the use between the hours of 9 am and 11.00 pm. In exceptional cases, these hours may be extended on application to the Management Committee.

Safety requirements

Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.

All groups are expected to co-operate in the fire drills which may be arranged at varying times in order to familiarise users with evacuation procedures;

The Fire Assembly point is situated in the car park at the front of the building.

The emergency lighting supply illuminates all exit signs and routes;

Firefighting apparatus shall be kept in its proper place and only used for its intended purpose;

The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Management Committee.

Permission for performances involving danger to the public shall not be given;

Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, etc.) shall be erected;

No additional heating appliances shall be used on the premises;

The First Aid box shall be readily available to all users of the premises. It is in the kitchen and must be returned after use. The Centre Administrator must be informed of any accident or injury occurring on the premises and the accident book completed; (stored with the first aid box)

All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation.

Supervision

The hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent them from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased to three minimum when maximum capacity numbers are met.

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.

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 firefighting equipment provided and the location of the Fire Assembly Point communicating this to all participants.

Safety of vulnerable people

Regulated activities involving either children or vulnerable adults will not be permitted on the premises except with the written agreement of the Management Committee, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, 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 before giving such permission.

All organisers of activities (involving children and/or vulnerable adults) should comply with the recommendations of Community Matters technical guidance on 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and the Management Committee reserves the right to exclude from the premises any organisation that fails to comply with this requirement. 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 upon children and/or vulnerable adults who are on the premises for the activities concerned.

Supply of food and drink

Only persons who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises.

Intoxicating liquor

No intoxicating liquors are permitted to be bought or sold on any part of the premises.

Celebrations/Parties where alcohol will be consumed

It is not our policy to accept bookings for events and/or celebrations where the purpose of the occasion is for anyone under the age of 25 years.

Music in the Centre

The premises are licensed with PRS for Music and with Phonographic Performance Ltd (PPL) for the playing of recorded copyright music and for the live performance of copyright music.

Betting, gaming and lotteries

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

Storage

The permission of the Management Committee must be obtained before goods or equipment are left or stored at the Community Centre, except that the Centre Administrator is authorised to

grant permission for the overnight storage of goods and equipment brought to the Centre for a particular function or event.

Loss of property

The Committee cannot accept responsibility for damage to, or the loss or theft of, Centre users' property, possessions, and effects.

Car parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Centre. Users of the Centre should avoid undue noise on arrival and departure.

The Committee cannot accept responsibility for damage to, or the loss or theft of, Centre users' property and effects, theft of vehicles and possessions.

Nuisance

Litter shall not be left in or about the Centre premises.

Except in the case of trained guide dogs for the blind, dogs shall only be permitted on the Centre premises in connection with organised activities such as dog training or dog shows.

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.

Cleaning and security

All use of Centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises. All users shall also leave the premises and surroundings in a clean, tidy and damage free condition, as may be directed.

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Committee's premises.

Age

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.

Supervision

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

Supervision of the premises, the fabric and the contents;

Care, safety from damage, however slight, or change of any sort;

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.

NB As directed by the Committee, 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.

The surety held will be used to meet/go towards the cost of repairs, and/or damage or additional cleaning required following an event.

Use of Community Centre

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.

Gaming, betting 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.

Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall'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 also comply with the Committee's health and safety policy.

The Hirer acknowledges that they have received information in the following matters:

The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;

- The location and use of fire equipment. (Include diagram of location when handing over keys);
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of the booking taking place the hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.
- There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity

Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.

Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Centre Administrator.

Health and Hygiene

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. The premises are provided with a refrigerator.

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 in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation.

Insurance and indemnity

The Committee holds public liability cover of £5million.

The hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage there or the contents of the premises.
- All claims, losses and damages costs arising out of the use of the premises (including the storage of equipment) by the hirer made against or incurred by the Committee, employees, volunteers, agents or invitees.
- All claims, losses and damages and costs arising as a result of any nuisance caused to a third party as a result of the uses of the premises by the hirer.
- Indemnifying the Committee, its employees, volunteers, agents or invitees against any of the above

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Centre Administrator as soon as possible and complete the relevant section in the Committee's accident book. Any failure of equipment belonging to the Committee or brought in by the Hirer must also be reported as soon as possible in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

As certain types of accidents or injury MUST be reported, assistance will be given when making out such a report should it be required.

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 Committee. No decorations are to be put up near light fittings or heaters.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults.

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Committee with a copy of their DBS Check and Child Protection Policy on request.

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 Committee's Management Committee 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.

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.

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 question of the payment or the repayment of the fee shall be at the discretion of the Committee.

The Committee reserves the right to cancel this 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 or by-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 deposit already paid, but the Committee shall not be liable to the Hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean, tidy and damage free condition and any contents temporarily removed from their usual position should be properly replaced otherwise the Committee shall be at liberty to make an additional charge to be deducted from any surety held. An additional invoice will be issued if the amount claimed is in excess of the surety held. A representative of the Community Centre will be responsible for the securing of the premises following an event unless other arrangements have been made prior to the booking

At no time must the premises be left unattended and unlocked.

Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Stored equipment

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.

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 Committee. 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.

No rights

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

Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Safety

Smoking on the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.

The exact location of the fire exits and fire extinguishers must be noted before the Centre is occupied and the manner of opening Fire Doors should be made known to your guests.

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in an orderly manner.

A first aid box is located in the kitchen.

Car Parking

The roads leading to the Centre are public roads and must not be obstructed. The Centre car park will accommodate a good number of cars if they are parked sensibly.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins (other than on the notice board provided) or blutac / adhesive tape on the walls or other surfaces, as hooks are provided around the room should you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy. We require you to ensure tabletops are disinfected and wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments – Please report as soon as possible to the Centre Administrator any faults or damage so that they can be rectified quickly.

The Management Committee welcomes comments or observations that you may have about your hire of the Centre.