



## **SWAN COMMUNITY CENTRE – STANDARD CONDITIONS OF HIRE**

These terms and conditions must be made available to all Hirers either in hard or electronic copy. If the Hirer is in any doubt as to the meaning of any of the conditions, the Bookings Officer of the Association should immediately be consulted.

These terms and conditions apply to all Hirers of the Swan Centre, and the South Willesborough and Newtown Community Association reserves the right to amend the terms of this agreement at any time.

### **1. Definition**

In these Conditions the term ‘the Association’ refers to the South Willesborough and Newtown Community Association, a charity registered in England & Wales; registration number 801901. The term ‘the Hirer’ means the person making the application for hiring. The term ‘the Premises’ means the building, garden and car park of the Swan Community Centre.

### **2. Hirer’s responsibility**

The Hirer will, during the period of the hiring, be responsible for:

- Supervision of the Premises, the fabric and contents, plus their care.
- Health and safety of all within the Centre and car park.
- First aid provision for all within the Centre and car park.
- Supervision of parking to avoid obstruction of the highway.
- 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.

### **3. Use of Premises**

The Hirer shall not sub-hire or use the Premises (including the car park) for any purpose other than that described in the Hire Agreement, and shall not sub-hire the Premises to be used for any unlawful or unsuitable purpose or in any lawful way.

### **4. Consumption of alcohol**

Alcohol is not to be consumed on the Premises without the permission of the Association. If alcohol is to be sold on the Premises, the Hirer is responsible for obtaining any necessary licences for alcohol or regulated activities. The Hirer (must be 21+) shall remain on site, shall be in charge of and upon the licensed Premises during the whole time that they are open for public entertainment, and must not be engaged in duties that prevent overall supervision.

## **5. Health and safety regulations**

The Hirer shall comply with all regulations from the Fire Authority, Local Authority, and Magistrates' Court related to public events. A minimum of four people aged 21+ (including the Hirer) must be on duty during events. All must be familiar with safety procedures, the fire risk assessment (copies of which are on the notice board by the main entrance) and the firefighting equipment on site.

## **6. Maximum occupancy**

- Sitting at tables: 130
- Sitting at tables (no dancing): 150
- Seating with dancing: 100
- Rows of chairs (no tables): 200

## **7. Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention to the law relating to gaming, betting and lotteries.

## **8. Music copyright licensing**

The Hirer shall ensure that all relevant Community Centre licences under Performing Rights Society (PRS) and Phonographic Performance Licence (PPL) are current or, where appropriate, the Hirer shall apply for a licence and provide a copy to the Association.

## **9. Film**

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 screening of films.

## **10. Childcare Act 2006 (Applicable to those persons working or volunteering with children in a 'regulated activity')**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should 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 Association with a copy of their DBS check and safeguarding policy upon request.

## **11. Vehicles**

Vehicles are parked at owners' risk. Hirers should access the Premises via the correct entrance and observe the disabled bays signage.

## **12. First Aid**

- Box located on back wall of stage.
- A first aider must be designated. If a qualified first aider is not available, the Hirer will assess the situation and act according to the situation and their training.
- Accidents must be recorded in the accident book (kept in the First Aid box) and reported to chair@swancentre.org.uk.

## **13. Kitchen**

- No children under the age of 18 or non-competent persons are allowed into the kitchen.
- If the crockery/cutlery/glasses/cooking implements are used, they should be washed and left in a clean condition in the correct cupboard.
- Hirers should provide their own cleaning materials, i.e. tea towels, dish cloths, kitchen roll etc. and remove the same when leaving the Premises.
- All cupboard doors/drawers to be kept closed when not in use.

## **14. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant 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 Temperature Regulations. The Premises are provided with a refrigerator but the Hirer is responsible for adequately testing the temperature inside the fridge (using an appropriate thermometer to do so).

## **15. Electrical appliance safety**

The Hirer should ensure that only electrical appliances brought by them onto the Premises and used there should be safe, in good working order, and used in a safe manner. All Hirers are responsible for reporting damaged electrical leads and/or equipment. Only competent adults to use electrical appliances. Temporary trailing leads should be covered by matting or other appropriate covering to minimise the risk of trip hazards. Urns and kettles only to be filled as required and emptied for the purpose of transportation/relocation within the kitchen area. No urns/kettles to be used in the main community hall.

## **16. Use of furniture**

Use of furniture within the Centre is included in the hire charge. Furniture cannot be moved from the main hall to any other area by the Hirer. All Hirers are responsible for reporting damaged/defective furniture or failure of any equipment as soon as possible. Tables should be cleaned/wiped down after use. Furniture must be returned to the appropriate area and stacked as per the instructions displayed.

## **17. Smoking and vaping**

Smoking or vaping is not permitted anywhere in the Premises. The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises. The Hirer shall ensure that anyone wishing to smoke does so outside at a reasonable distance from the entrance doors and disposes of all cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **18. 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. The Hirer must, if using sound amplification equipment, comply with any licensing condition for the Premises. All noise must cease at the end of the hire period. Please respect our neighbours and leave quietly.

## **19. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the Premises. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way shall be asked to leave the Premises in accordance with the Licensing Act 2003.

## **20. Explosives and flammable substances**

The Hirer shall ensure that highly flammable substances are not brought into or used in any part of the Premises. 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. Decorative candles (including tea lights and birthday candles etc.), smoke machines, indoor fireworks and similar items are not permitted as these pose a fire risk and will set off the fire alarms.

## **21. Play inflatables**

The use of play inflatables/bouncy castles is allowed subject to a maximum height of 3.5 metres. Appropriate space around inflatables must be maintained (1.8m to either side and 3.5m to front). Any inflatables brought onto the Premises should be covered by an appropriate liability insurance certificate, which must be produced to the Association upon request.

## **22. Heating**

The Hirer should ensure that no unauthorised heating appliances shall be used on the Premises under any circumstances. Under no circumstances may Hirers adjust the heating/hot water controls. If adjustment is required the Hirer must contact the Association.

## **23. Sale of goods**

The Hirer must, 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.

## **24. End of hire**

The Hirer will be responsible for leaving the Premises at the end of the agreed hire period and ensuring that the Premises and surrounding area (including the car park) are left in a clean and tidy condition, including the taking away of all rubbish. A charge for disposal of rubbish is applicable on request. Any contents temporarily removed from their usual position should be properly replaced (including the correct stacking of chairs and tables), otherwise the Association shall be at liberty to make an additional charge. If helium balloons are used on the Premises, they must be securely fastened down and removed after the event. A charge is applicable if it is necessary to remove any helium balloons from the Centre hall. In the event of any failure to do so, the Hirer shall pay on demand the amount of any resulting losses or cost without prejudice to any other rights or remedies available. The hall will be locked at 11.00pm sharp on Monday–Saturday and 10:30pm on Sunday.

## **25. Indemnity for damages**

The Hirer shall indemnify the Association for damage to any part of the property or contents during hire or risk losing the deposit.

## **26. Cancellations and refund policy**

If the Hirer cancels and no replacement booking is found, the refund policy is as follows:

- More than 28 days' notice – 100% of hire fee refunded
- 15–28 days' notice – 75% of hire fee refunded
- 8–14 days' notice – 50% of hire fee refunded
- 7 days or less notice – no refund given

## **27. Return of deposit**

At its sole discretion, the Association shall be entitled to withhold repayment of the specific deposit in the event that the Hirer fails to meet the hire obligations under the terms and conditions of hire. The Association will endeavour to return deposits in a timely manner after the hire booking. Reasons for the non-return or partial return of a deposit include (but are not limited to):

- If the Premises are not left clean and tidy after hire
- If the Premises are not vacated at the time specified in the hire agreement
- If any damage is incurred at the Premises

### **28. Cancellation for elections**

The Association reserves the right to cancel a booking in the event of the Premises being required for use as a Polling Station (Parliamentary or local government election) or for local emergencies.

### **29. Conduct towards Association representatives**

Rude, unreasonable or intimidating behaviour – verbal or otherwise – towards any member of the Association’s staff or volunteers will not be tolerated. Any incidence of such behaviour may result in cancellation of any further bookings and non-acceptance of any future bookings in your name or your organisation’s name.

### **30. Review of charges**

The Association reserves the right to review and apply an increase to hire charges, at least annually to take effect in April and/or September of each year.

### **31. Data protection**

The Association will use your data for hall hire processing and promotion of public activities only. Please see the Swan Centre website for our privacy statement [www.swancentre.org.uk](http://www.swancentre.org.uk).

### **32. Action to be taken on discovering a fire, detecting smoke or a smell of burning**

#### ***Emergency Evacuation Plan***

- Evacuate via nearest emergency exit. Muster in car park. Call 999.
- Call 999 – see ‘Contacting the emergency services’ below.
- Evacuate to the Assembly Point in the car park.
- Trained personnel to tackle the fire only where safe and appropriate.
- Do not stop or return to collect personal belongings.
- You must remain at the Assembly Point once you arrive there.
- Return to the building only when authorised to do so.
- Alert the Association by calling 07493 989567 or 07851 730097.

**Contacting the emergency services:**

Call 999 and say:

Swan Community Centre  
Turner Close  
Ashford  
Kent  
TN24 0PQ

what3words: ///dose.slave.chief

“This is a community centre; our fire alarm system has sounded and we can confirm there is smoke and fire on the Premises and request an appliance to be despatched to this address.”

*Await the arrival of the Fire Service.*

If trained to do so, attempts may be made to extinguish the fire using the appropriate extinguisher(s). However, at no time should anyone’s life be put in danger, and priority should be given to evacuating the centre.