



TOWNSEND COMMUNITY CENTRE HIRING AND BOOKING CONDITIONS

General Rules Governing the Use of Townsend Community Centre

1. 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. 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.

The Hirer shall, during the period of the hiring, be responsible for - supervision of the premises, the fabric and the contents; their care, safety from damage, however slight, or change of any sort; and 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.

As directed by the Association, 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.

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 regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions. (Townsend Community Association's Policy is available on request)

3. Applying to use the centre

Application for use of the centre shall be made to the Trustees either by email, in person or by telephone.

The right to refuse any application for the use of centre facilities is reserved to the Trustees. The Trustees may refuse an application to use the centre's facilities if the use by a particular association or individual presents a risk of public disorder, a risk to national security or a risk of alienating the Association's beneficiaries or supporters. The Trustees reserve 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 Association 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.



4. **Hours of opening**

Facilities at the community centre are normally available for the use of its members and of outside hirers between the hours of 08:00 and 22:00. In exceptional cases, these hours may be extended on application to the Trustees Committee.

5. **Maximum capacity**

The Centre seating capacity for the Community Hall – 50 and standing capacity – 120 and on no account shall these figures be exceeded.

6. **Safety requirements**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children. The hirer shall also comply with the Association's health and safety policy. The Hirer shall receive instruction 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.

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

All conditions attached to the granting of the centre's Premises Licence or other licences shall be strictly observed. 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 emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes¹;*

- fire fighting apparatus shall be kept in its proper place and only used for its intended purpose;*



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- *the Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Trustees;*
 - *it will be the responsibility of the person who discovers the fire to call the Fire Service and raise the alarm;*
 - *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, cotton, etc.) shall be undertaken or erected without the consent of the Trustees;*
 - *no unauthorised heating appliances shall be used on the premises;*
 - *Hirers and leaders of other groups are advised that no First Aid Box is provided by the Management Committee for general use and each group using the premises is required to make its own provision.*
 - *The Trustees must be informed of any accident or injury occurring on the premises;*
 - *all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989, be Portable Appliance Tested and comply with any subsequent legislation. The Trustees disclaims all responsibility for all claims and costs arising from the use of any equipment that does not so comply.*

7. 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 him/her 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 shall be the responsibility of the hirer to have the correct ratio needed.

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 fire fighting equipment provided.

8. Safety of vulnerable people

All activities involving either children or vulnerable adults will not be permitted on the premises unless appropriate safeguarding is in place, 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 for 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and the Trustees 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.

9. Supply of food / drink / alcohol

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

The premises are not licensed for the sale of alcohol but event licences can be obtained. You are responsible for making sure that any event licences for the sale of alcohol are obtained. There is no restriction on serving alcohol responsibly at a private function.

10. Licences

Music in the centre

The Trustees will ensure at 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.

Television and Public Video Screening Licence

The Community Association does not have a 'Public Video Screening Licence (PVSL)' and hirers cannot show motion pictures, cartoons etc. without first discussing with the association.

11. 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 associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed as set out under the Gaming Act 2005.

12. Smoking

This is a non-smoking facility and the management request you respect this. The designated smoking area is in the courtyard.

13. Storage

Permission from the Trustees must be obtained before goods or equipment are left or stored at the community centre. A charge for using the Centre storage may apply.



14. Loss of property

The Association cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.

15. Car parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the centre or neighbouring properties. Where parking accommodation is provided and available, this must be used and in any case users of the centre should avoid undue noise on arrival and departure. A public car park is available in front of the Community Centre, but parking is limited. The Car park is owned by Bournemouth Borough Council and not the Community Centre, the Trustees accept no liability to cars parked in the car park. A local bus services stops in nearby roads.

16. Nuisance

- *Litter shall not be left in or about the centre premises.*
- *Except in the case of trained Assistance dogs for the disabled, 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.*

17. 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 as directed by the Trustees. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed by the Trustees. All hirers and Centre users shall remove all rubbish and take it away with them.

18. Deposit for hire

All Centre hirers will be required to pay a security deposit as set on the booking form. This deposit is to cover any damage or cleaning required caused by the hiring group. Deposits will be returned to the person at the end of the hire period. Monies will be retained by the Trustees should any damage or cleaning is needed. Full payment of the booking must be paid in full 7 days prior to the event date.



19. **Booking and Payments**

The Association 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 Association 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;
- an emergency requiring use of the premises as a shelter 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 Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

20. **Cancellation of any booking**

Cancellation of any booking more than 7 days of the event, any deposit paid will be returned. Any cancellations made within 7 days of the event, the deposit and any monies paid will be non-refundable.

21. **Insurances**

The Trustees will ensure that the centre is covered by the appropriate insurance cover needed by Law, such as Public Liability Insurance, Contents Insurance and Employers Liability Insurance. ALL hirers must ensure they are properly covered by insurance for their activities.

22. **Animals**

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

23. **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 Association's Trustees 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.



24. 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.

25. 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 Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

26. Use of the kitchen facilities

Use of the kitchen facilities is permitted within your booking.

Conditions of use:

- *No children allowed in the kitchen.*
- *All breakages to be reported.*
- *All equipment to be returned to the kitchen at the end of your booking.*
- *All crockery/cutlery to be returned, washed, dried and put away.*
- *All your rubbish to be removed with you at the end of your hire and not left in the Community Centre*
- *All work surfaces and sink to be wiped/cleaned at the end of use (some cleaning equipment is under the sink for your use)*

27. No rights

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