



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

## **Terms and Conditions**

### **General Rules Governing the Use of Whitewell Bottom 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 Manager:

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

Tel No: 01706 218613

<https://hallbookingonline.com/whitewell/>

The right to refuse any application for the use of Centre facilities is reserved to the Trustees. In any circumstance of doubt, the Centre Manager shall report the matter to the Chairperson and shall not confirm the letting without the agreement of the Chairperson following discussion with the Trustees.

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 Trustees reserving the right to cancel bookings, if necessary.



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

### **Hours of opening**

Office opening times are Monday to Friday 9am to 12pm, however, facilities at the Community Centre are normally available for the use between the hours of 8 am and 10pm. In exceptional cases, these hours may be extended on application to the Trustees.

### **Maximum capacity**

The Centre hall has a maximum capacity of 70 seated/dining /dancing and a standing capacity of 100 (these figures include helpers and performers) and on no account shall these figures be exceeded.

The Coffee Bar has a capacity of 30 people seated and must not be exceeded.

The Long Room (Upstairs) has a capacity of 20 people seated and must not be exceeded.

The Garden View Room (Room 123) has a capacity of 25 people seated and must not be exceeded.

### **Safety requirements**

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 front of emergency exits.

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 to the right as you leave the building.

Fire Extinguishers are available in designated areas around the centre.

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;



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

The First Aid box is located in the kitchen (to the left, clearly seen on the worktop) and must be returned after use. The Manager 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.

### **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 trustees, 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 Trustees reserve 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**

Room hirers can bring and serve their own food.

### **Intoxicating liquor**

Alcohol is allowed for people over 21 on the premises but is not allowed to be sold.

### **Licences**

### **Music in the Centre**



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

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.

### **Storage**

Permission must be gained from manager to store goods or equipment.

### **Loss of property**

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

### **Car parking**

Users of the Centre should avoid undue noise on arrival and departure.

When using the car park, do not block emergency exit or entrances or dropped curbs.

### **Cleaning and security**

Leave the centre as you find it, clean and uncluttered and ensure that all doors and windows are closed.

### **Hiring**

Hires must be paid in advance and the relevant forms completed either through the Hall Booking System or via the centre manager.

### **Premises**

Whitewell Bottom Community Centre has its own Premises Licence however permissions authorising the following regulated entertainment and licensable activities are necessary and in the event that a chosen activity should require such a licence advice should be sought from the Management Trustees before proceeding with the hire.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

## **STANDARD CONDITIONS OF HIRE**

These standard conditions apply to all hiring of the Centre trustees premises. If the Hirer is in any doubt as to the meaning of the following, the Office Manager or other relevant person should immediately be consulted.

### **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 main road.

### **Insurance and indemnity**

The Centre Trustees hold 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 Trustees, 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 Trustees, its employee, volunteers, agents or invitees against any of the above

If the hirer is a commercial business, e.g.( keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

£5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.

The Trustees shall take out adequate insurance to insure the liabilities described above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described above. The Trustees shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify.

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

### **Bouncy Castles**

An extra charge of £10 will be applied when bouncy castles are used at the community centre. Our insurance does NOT cover the use of bouncy castles as no one from the hall will be present to supervise. See separate sheet.

### **Cancellation**

If you need to cancel your booking please give us 24 hours' notice. If less than 24 hours' notice is given we may still ask for the room hire cost. Please contact the centre manager.

### **Opening and Closing the Community Centre**

All details of regular hirers responsible for keys shall be recorded on the Community Centre Key Register

The Centre will be opened for your hiring by a volunteer of the Community Centre and will be closed for you at the time you have indicated

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone in case of difficulty-

Robyn – 07543500330

Amanda – 07890394278



Tel: 01706 218613

Email: [Whitewellbottomca@googlemail.com](mailto:Whitewellbottomca@googlemail.com)

Signed by the person named on the Hiring Agreement (duly authorised on behalf of the organisation named on the hiring agreement, where applicable):

Name (in capitals): .....

Signature: .....

If required please print off and return to the Manager of Whitewell Bottom Community Centre at least 28 days before the proposed event