

CHESTERFORDS COMMUNITY CENTRE

**Newmarket Road, Great Chesterford,
Saffron Walden, Essex. CB10 1NS
Tel: 01799.530411**

CONDITIONS OF HIRE AND RULES RELATING TO THE USE OF THE CHESTERFORDS COMMUNITY CENTRE

All correspondence should be addressed to the Manager at the above address.

Contents Page

1. Hirers Responsibility
2. Bookings
3. Hiring Fee
4. Admission
5. Payment
6. Security Deposit
7. Cancellation by Hirer
8. Cancellation by the Management Committee
9. Hire of Equipment
10. Damage or Loss of Property
11. Property left at the Community Centre
12. Damage
13. Vacation of Premises
14. Security
15. Disclaimer
16. Insurance by Hirer
17. First Aid Incident or other Emergency Incident
18. Equal Opportunities
19. Rules:-
 1. Smoking
 2. Moveable Electrical Appliances
 3. Infringement of Copyright
 4. Broadcasting and Filming Rights
 5. Gramophone Records and Performance
 6. Photographs and Video Recordings
 7. Advertising
 8. Catering
 9. Sale of Goods
 10. Consumption of Alcohol
 11. Gambling
 12. Notices
 13. Alterations to Premises
 14. Changing Facilities
 15. Main Hall Floor
 16. Health and Safety
 17. Amplified Sound
 18. Dry Ice and Smoke Generating Equipment
 19. Candles
 20. Fixings to Walls
 21. Induction Loop
 22. Clearance of Decorations

1. HIRER'S RESPONSIBILITY/BREACH OF CONDITIONS

The conditions of hire and rules as set out below shall remain in force until such time as the Hire Period has been completed. Should the Hirer cease to act for a club or organisation hiring the Community Centre before the Hire Period has been completed then the Hirer shall immediately advise the Manager in writing that he no longer acts as Hirer and the club or organisation should immediately provide the name of the individual authorised to sign a new Conditions of Hire Agreement. Failure to provide a new Hirer may result in the Hire Period being cancelled by the Manager. In any event, the Management Committee reserves the right to refuse admission to any person, or may require any person to leave the Community Centre without giving a reason for so doing.

The Hirer shall be responsible for ensuring that all the conditions of hire and rules relating to the use of the Community Centre are complied with by all individuals using the Community Centre arising out of or in consequence of hire.

In the event of the hirer breaching any of the conditions of hire or rules of the Centre, the Management Committee may cancel the booking and all future bookings. The hirer shall remain liable for all charges including cancelled future bookings.

2. BOOKINGS

All bookings must be made by an application in writing on the appropriate form at least 7 days before the date required for Hire. Seasonal block bookings may not exceed a period of nine months. The Management Committee reserves the right to refuse any application for any Hiring.

3. HIRING FEE

The Hiring Fee for the use of the facilities shall be determined by the Management Committee. The Management Committee reserves the right to alter charges without notice up to the time of confirmation of the booking. Hire charges will be reviewed annually on 1 January. The hiring fee will include a setting up and exiting time (minimum half hour).

4. ADMISSION

At the time of booking the hirer shall agree in writing with the Manager the time hired, rooms and equipment required. The Manager will draw to the attention of the hirer Rule 10 – Consumption of Alcohol and Rule 17 – Amplified Sound. The Manager will advise the hirer of the maximum number of individuals to be allowed at any event. Under no circumstances should this number be exceeded.

5. PAYMENT

Payment must be made:-

- a. Within seven days of the date of the invoice for the hire period or as specified by the Manager.
- b. The Management Committee reserve the right to charge interest at 5% on any invoice not settled within the time specified.

6. SECURITY DEPOSIT

The Management Committee shall require a security deposit against breaches of the conditions of hire, damage and breakages. The security deposit will be payable on confirmation of hire and will be deducted from the invoice for the hire fee. The amount of security deposit will be determined by the Manager.

7. CANCELLATION BY HIRER

Any cancellation of a hire period must be made in writing to the Manager. No refunds will be made if a booking is cancelled less than 7 days before the hire period.

If a hire period is cancelled between 8 and 28 days of the date of hire 50% of the booking fee will be refundable.

The above cancellation charges will be due notwithstanding whether the rooms are subsequently re-hired.

8. CANCELLATION BY THE MANAGEMENT COMMITTEE

- a. The Management Committee reserves the right to cancel any Hire Period and to end a Hire Period at any stage during it in the event of a breach of these conditions of hire..
- b. The Management Committee will not be responsible for any expenditure committed or loss incurred by the Hirer in connection with a cancellation or termination under 8a. above.
- c. The use of certain facilities within the Community Centre during a Hire Period may be prohibited or varied by the Management Committee at any time and for whatever reason. The Management Committee will use their best endeavour to provide alternative facilities.

9. HIRE OF EQUIPMENT

The Hirer shall agree in writing with the Manager at the time of booking the equipment required to be used during the Hire Period. If available, the Management Committee will provide the equipment at the applicable rate of Hire. Should the Management Committee be unable to provide the equipment the Hirer, may with the agreement of the Manager be allowed to bring their own equipment to the Community Centre. The use of this equipment will be the sole responsibility of the Hirer.

Equipment may be hired for use at functions outside of the Community Centre by agreement with the manager. A hire charge will be payable.

10. DAMAGE OR LOSS OF PROPERTY INCLUDING ITEMS STORED IN DESIGNATED STORAGE AREAS

Unless caused by its own negligence, the Management Committee accepts no liability for damage to or loss of any property or articles or things whatsoever placed or left in the Community Centre or any part thereof including but not restricted to the outside storage garages and car park by any club, organisation or member of any club or organisation or any individual attending any event held at the Community Centre.

11. PROPERTY LEFT AT THE COMMUNITY CENTRE

The Management Committee will remove and store any property left at the Community Centre by the Hirer after the end of the booking. If after receiving notice the Hirer fails to collect the property within 14 days the Management Committee reserves the right to dispose of the property without further notice to the Hirer.

12. DAMAGE

The Hirer shall on demand pay to the Management Committee, the reasonable amount incurred by the Management Committee in repairing or replacing, as appropriate, any damage to the fixtures, fittings, equipment, furniture or other contents of the Community Centre by any Club, Organisation or Individual hiring the facilities (fair wear and tear excluded). Additionally, the Management Committee will charge an administration fee equal to 20% of the cost of the repair or the replacement. The amount of such damage shall be certified by the Management Committee whose decision shall be final. If damaged equipment cannot be repaired the full replacement cost will be payable by the Hirer.

The Management Committee reserves the right to terminate the Hire Agreement with any club, organisation or individual who are persistently responsible for damage at the Community Centre.

13. VACATION OF PREMISES

The Hirer must ensure that at the end of the Hire Period the appropriate areas of the Community Centre which have been hired and any equipment used is left in a clean and tidy state and in the same condition as found.

The Management Committee reserve the right to charge an additional fee should the premises be left in such a condition to necessitate extra cleaning.

Hirers are required to vacate the premises within 30 minutes of the end of the Hire Period. Hirers are requested to ensure all members of their group leave the premises in a quite and orderly manner.

14. SECURITY

Any group, organisation or individual entrusted with custody of keys to the Community Centre shall abide by the appropriate rules relating to the security of the building as advised by the Manager and set out in the Chesterfords Community Centre Procedures Manual.

15. DISCLAIMER

The Management Committee accepts no liability in relation to claims, demands, action or proceedings in respect of death of, or injury without limit to, any person or damage to or direct or indirect loss or damage to property belonging to any person during the course of, or in consequence of the Hiring unless caused by the Management Committee's negligence.

16 INSURANCE BY HIRER

- a. The Hirer is responsible for ensuring that at their own expense they take out third party liability insurance cover (minimum cover £5M) to cover loss of or damage to property (whether the Management Committees' or belonging to an individual) and, injury or death or any person caused by the Hirer's negligence during the Hire Period or in connection with it.
- b. The Hirer will provide to the Management Committee at the time of signing the conditions of hire a copy of the relevant Insurance Policy or Certificate by way of confirmation that this insurance has been arranged.
- c. The Management Committees is not responsible for insuring third party property brought onto the premises in connection with the Hire, in respect of fire, theft, loss or any damage. The Hirer is therefore responsible for making separate Insurance arrangements to cover these risks.

- d. Clause 16 a. may be waived at the discretion of the Management Committee where individual hirers hire the facility for a one off event. Hirers are advised to consult their insurance brokers concerning the provision of adequate third party liability insurance cover. If no cover is taken out hirers are referred to the disclaimer in Clause 15.
- e. Third party liability cover is compulsory if tickets or vouchers are sold for the event.

17. FIRST AID INCIDENT OR OTHER EMERGENCY INCIDENT

- a. In the event of accident, incident and/or injury the Hirer will at once alert the Manager or nominated representative of the Management Committee.
- b. A Hirer may be requested to provide first aid cover for larger events. Cover must be provided by a member of a recognised organisation such as St John's Ambulance.
- c. All first aid treatments, incidents and emergencies must be recorded in accordance with the Management Committee's current procedures.

18. EQUAL OPPORTUNITIES

The Management Committee is committed to helping all clubs, organisations and individuals provide equality of opportunity for the whole community and to those wishing to contribute to the functioning and operation of the Community Centre. The Management Committee's aim is to show respectful awareness of all the activities that are based or wish to be included within the Community Centre's programme and will also respect the diversity of backgrounds from which they may come.

Discriminatory behaviour, remarks and victimisation are unacceptable and the Management Committee will not tolerate such behaviour. The Management Committee reserves the right to terminate the Hire Agreement with any club, organisations or individuals who have behaved in this way if, after negotiation, it has not been possible to help those responsible to understand and overcome their prejudices.

The Management Committee and all involved in the provision of the Centre including Hirers will adhere to all relevant codes of practice issued and updated by the Equal Opportunities Commission and the Commission for Racial Equality and any other personal law emanating from Parliament.

19. RULES

The following Rules form an integral part of the conditions of hire relating to Chesterfords Community Centre.

1. SMOKING

Smoking is not permitted inside the Community Centre.

2. MOVEABLE ELECTRICAL APPLIANCES

No moveable electrical appliances are to be brought into and used in the Community Centre without the prior written agreement of the Manager. Any such appliance must have been inspected beforehand in accordance with current Institute of Electrical Engineers Regulations and bear an appropriate currently dated Inspection Certificate. The Manager will provide the hirer with an electrical cut-out device which must be used at all times.

3. INFRINGEMENT OF COPYRIGHT

Hirers shall indemnify and keep indemnified the Management Committee against all claims, legal fees, court fees, damages, demands, action and proceedings in respect of any infringement of intellectual property rights arising from an unauthorised public performance or use of recording apparatus at the Community Centre by the Hirer or his agent.

4. BROADCASTING AND FILMING RIGHTS

No Hirers may grant broadcast (sound or television) or filming rights without prior written consent of the Management Committee. The Management Committee reserve the right to take part in any negotiations and be a party to the terms and conditions of any agreement reached between the Hirer and the third party and to take all or share in any income and publicity derived therefrom.

5. GRAMOPHONE RECORDS AND PERFORMANCE

The Hirer shall not play or permit to be played gramophone records, compact disks, radios or tape recorders in the Community Centre, or perform any work, which will infringe the rights of any third party in intellectual property. The Hirer will be responsible for obtaining all proper licences in respect of such broadcasts or performances. A copy of the licence is to be provided to the Manager at the time of signing the Hire Agreement.

The Hirer will indemnify and keep indemnified the Management Committee if a penalty arises from the unlicensed or unauthorised performance or broadcast at the Community Centre.

6. PHOTOGRAPHS AND VIDEO RECORDINGS

Prior permission of the Manager is required before photographs for professional use and publication are taken. The use of video recording equipment is not allowed without permission from the Manager.

7. ADVERTISING

The Hirer shall not advertise or publicity announce any event to take place at the Community Centre without the prior written approval of the Manager. Proofs of all intended advertising material are to be authorised by the Manager prior to publication. Appropriate reference is to be made to the Community Centre.

8. CATERING

The Hirer shall make arrangements with the Manager at the date of booking in relation to catering arrangements if appropriate. Nothing must be done by the Hirer to breach the provisions of the Food Safety Act 1990.

The Manager will provide written instructions to the Hirer concerning food and/or drink brought on to the premises and made available for consumption.

9. SALE OF GOODS

The Hirer shall not without the prior written consent of the Manager sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the Community Centre during the Hire Period.

10. CONSUMPTION OF ALCOHOL

The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol at the Community Centre without the prior written permission of the Manager. If permission is granted the Hirer will be informed of any licensing applications or permissions which must be obtained from the relevant authorities prior to the sale or consumption of alcohol. Any licences applied for should terminate no later than 11.30 pm on Fridays and Saturdays and 11 pm on other weekdays including Sunday.

11. GAMBLING

No sweepstakes, raffle or other lottery shall be held at the Community Centre during the Hire Period other than one which is permitted by law (and registered if the law requires) subject to prior written permission of the Manager.

12. NOTICES

The Hirer shall not display any notices or declarations (internal or external) except on the main notice board without the express written permission of the Manager.

13. ALTERATIONS TO PREMISES

The Hirer shall not alter or interfere with any equipment, fittings or structure of the Community Centre.

14. CHANGING FACILITIES

Entrance to the changing facilities is by the back door only. Soiled, studded and spiked shoes shall be removed before entering the premises.

15. MAIN HALL FLOOR

Stiletto heels and black soled sports footwear is not to be worn in the Main Hall.

16. HEALTH AND SAFETY

The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises under the Management of Health and Safety at Work Regulations 1972.

17. AMPLIFIED SOUND

No amplified sound may be played after midnight on Fridays and Saturdays and after 11.30 pm on other weekdays, Sundays, Public and Bank Holidays.

18. DRY ICE AND SMOKE GENERATING EQUIPMENT

The use of dry ice, smoke making equipment or similar machinery is strictly prohibited.

19. CANDLES

No candles, incense burners, incense sticks or other combustible materials shall be used in the Community Centre.

20. FIXINGS TO WALLS

The use of selotape and other adhesive tapes to fix notices posters, etc to walls, windows, doors or other internal surface areas of the Community Centre is strictly prohibited. Notices posters, etc may be affixed to the walls by white/blue tack following the written consent of the manager.

At the discretion of the manager, items may be temporarily affixed to the Sorba soundboards using drawing pins, map pins or dressmaker's pins.

21. INDUCTION LOOP MICROPHONE

No items are to be attached to the induction loop microphone.

22. CLEARANCE OF DECORATIONS

Hirers are responsible for the removal and disposal of all decorations fixed to the inside and outside of the building during the hiring of the building for an event.

CONFIRMATION OF AGREEMENT TO CONDITIONS OF HIRE AND RULES OF THE CHESTERFORDS COMMUNITY CENTRE

1. I confirm that I have read and understood the above Conditions of Hire and Rules.
2. I confirm that I have informed the Management/Officers/Committee/Members of the Organisation I represent (delete as appropriate) of the Conditions of Hire and Rules.
3. I confirm, on behalf of myself and the Organisation I represent, our agreement to these Conditions of Hire and Rules.
4. I attach to this signed copy of the Conditions of Hire and Rules.

Name of Organisation:

Address:

.....

.....

Name (BLOCK CAPITALS):

Signature:

Date: