



THE PARKS
Community Association

TPCA Standard Conditions of Hire May 2018

YOUR HIRING REFERENCE:

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person should immediately be consulted.

The management of the community centre is vested in the General Committee of the Parks Community Association (TPCA), whose powers and composition are defined in the constitution, a copy of which may be obtained from / consulted. Under the provisions of the constitution, the General Committee is empowered to make rules or to withdraw or amend them.

1. Use of the 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.

2. Cost of the centre

	MAIN HALL	MEETING RM
Charities and voluntary Associations, local education and recreation groups	£11	£8
Private	£15	£10
Private PARKS RESIDENT	£13	£9
Commercial and business enterprises	£18	£12

3. Equal opportunities

The community centre shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

4. Applying to use the 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.

- Application for use of the centre shall be made to TPCA Bookings. NB: application for use can take up to 14 days to process – no liability will be assumed by the Committee if hirers do not allow adequate time.
- No bookings will be accepted if the date is less than 14 days ahead of the proposed date.

- The right to refuse any application for the use of centre facilities is reserved to the General Committee. The General Committee 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 or of alienating the Association's beneficiaries or supporters. In any circumstance of doubt, the booker shall report the matter to the Secretary, and shall not confirm the letting without the agreement of the Secretary.
- 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 rendered unfit for the intended use.
- Sections and affiliated groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association except as provided for in c) above.
- All long term hirers will have to attend an induction to ensure their safety (and the safety of others) during the use of the centre. This will include information about heating, locks, fire safety etc.

5. Hours of opening

Facilities at the community centre are normally available for the use of its members and of outside hirers within the regular hiring slots provided and detailed on the live calendar at www.theparksca.org.uk (or by phone if internet unavailable). No slots will be accepted after 21:00 or outside of these slots unless, in exceptional circumstances, agreed by committee (e.g. for Association hosted events this end time could be extended).

6. Opening and Closing the Community Centre

The Centre will be opened for your hiring by a member of the Committee (or an individual as agreed by the committee) 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 **07476 343414** in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve and alternative arrangements have been agreed and confirmed in writing on behalf of the Association) only those helping to clear up the community centre should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

7. Safety

Smoking on the Premises is not permitted. Please use the designated smoking area.

BBQs and fireworks are also not permitted on the Premises under any circumstances.

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 fire extinguishers are located in the main hall and by front reception.

The Fire escapes are all illuminated and signposted – please meet at the Fire Assembly Point at the rear of the car park near the Recycling Bins.

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

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

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

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

The Association's health and safety file is kept in the main office.

**A defibrillator is located in the reception area by the front door.
A first aid box is located in the clearly labelled bottom drawer beside the dishwasher in the main kitchen.**

8. Maximum capacity

The centre hall has a maximum capacity of 200 standing and 100 sitting (these figures include helpers and performers), and on no account shall these figures be exceeded. The limit for classes being run is 40. The meeting room has a maximum capacity of 22 persons. This is reviewable by the Committee as it sees fit within health and safety regulations.

At any one time – there should be no more than 353 people in the premises.

9. Safety requirements

All conditions attached to the granting of the centre's Public Entertainment Licence, stage or play 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:

- Fireworks are not permitted in the Community Centre premises or any Community Centre associated areas under any circumstances;
- BBQs of any kind are not permitted in the Community Centre building or gardens and associated areas;
- Obstructions must not be placed in gangways or exits, not 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 are 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 routes.
- Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to a member of TPCA;
- Performances involving danger to the public shall not be given;
- Bouncy castles hired for use on the Premises must have their own insurances and be approved by the committee and appropriately supervised at all times;
- Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g.: polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the General Committee;
- No unauthorised heating appliances shall be used on the premises;
- The First Aid Box shall be readily available to all users of the premises. It is located in reception area by the front doors and must be returned there after use. TPCA 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. E.g be appropriately tested for safety. The General Committee disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply.

10. Safety of vulnerable people

No activities or groups involving either young children under eight years of age or vulnerable adults will be permitted on the premises except with the written consent of the General Committee, which will require that the relevant provisions of the Children Act 1989 (see *Community Matters Information Sheet No. 30 – Safeguarding Children and Young People*) and any conditions required by the Social Services Department are complied with before giving such permission. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children, and that such persons shall at all times be in attendance upon young children who are on the premises for the activities concerned.

11. Supervision

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.

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.

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 100 persons are attending the entertainment. The number of adult attendants required is increased in the following circumstances:

- (a) where 100-249 people are present – to three;
- (b) where 250-273 people are present – to four;

NB: when the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend, the number of supervisors 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 fire-fighting equipment provided.

12. 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.

13. 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer.

14. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

15. 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 Association's health and safety policy.

- (a) The Hirer acknowledges that they have received 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.
- (b) In advance of an entertainment or play 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.

16. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) 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;
- (ii) all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and
- (iii) all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

(b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

The Association is insured against any claims arising out of its **own** negligence.

17. Accidents and Dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Association's Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a member of the Association's Management Committee **as soon as possible** and complete the relevant section in the Association's accident book. Any failure of equipment belonging to

the Association or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

18. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that (this includes, but is not restricted to, fireworks)

(b) 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.

19. Heating

The heating controls are located in a locked power room and are programmed to come on at different times. These are not accessible to hirers. If you would like to adjust the heating, please use the radiator controls (please return to a mid-temperature when you leave). Please let the booking secretary know if you need the community centre to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the Centre being too cold or hot for subsequent users.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Supply of food and drink

Only persons who are food handlers within the meaning of the Food Safety act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to handle food on the premises. Such persons at all times shall observe the Code of Conduct displayed in the kitchen.

Hirers of the centre are allowed to bring prepared food only. The food prepared on site is your responsibility and no liability will be assumed by the Association

20. Intoxicating liquor

Potential hirers looking to sell or consume alcohol in the centre will need to seek consent from the Association in advance. If you are looking to sell alcohol you will require a Temporary Event Notice.

21. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises

22. Music in the centre

The premises are licenced with the Performing Right Society (PRS) of the performance of copyright music. Users should, however, advise TPCA as to the frequency of musical performances during their activities. The Association's licence with Phonographic Performance Ltd. (PPL), on the other hand, **does not** cover the performance of recorded music (e.g. record, compact disc, tapes, radio, television or by performers in person) by affiliated groups and other hirers of the premises, who must have their own PPL/PRS before making arrangements for the use of recorded music. It is the responsibility of any independent user group which uses recorded music in its activities to check if it requires a licence from PPL/PRS and, if so, to obtain one. TPCA will request proof of this and store it alongside your hiring agreement.

23. 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 requirements of the relevant legislation are strictly observed. 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.

24. Stage plays

The Lettings Officer must be given at least four weeks' notice of a stage play production, so that the appropriate licence may be obtained from the Local Council, which itself requires three weeks' notice.

25. Film shows

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

26. Storage

The permission of the General Committee must be obtained before goods or equipment are left or stored at the community centre.

27. Loss of property

The Association cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects. This includes vehicles parked on site.

28. Animals

The Hirer shall ensure that no animals (including birds) except guide 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.

29. 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 Criminal Records Bureau (CRB) 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 Association with a copy of their CRB Check and Child Protection Policy on request.

30. 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 General 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.

31. 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.

32. 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.

If there are more cars than can be accommodated on the onsite car park, please park considerately and do not cause any obstructions. Your car can be removed on publicly adopted roads where parked illegally. NB: Cars are not allowed on the Grassed area / hall garden / playing field. NB: the car park has a barrier and will be looked over at night. It is your responsibility as a hirer to remove your vehicle before the end of the last booking of the day or it is at risk of being locked in until the following morning.

33. Nuisance

- a) Litter shall not be left in or about the centre premises. Hirers will be charged £2 per bag for refuse removal if left after a booking.
- b) 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.
- c) Hirers and organisers of events in the community centre are responsible for ensuring 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. We request that the doors to the property are shut before 9pm for this reason.
- d) Children are not allowed to play in the car park at any time. We also request that no children are left to play outside the property post 9pm and all doors are shut before this time.

34. 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 Lettings Officer. All users shall also leave the premises and surrounds in a clean and tidy condition, as may be directed by the Lettings Officer.

The hirer must complete the cleaning checklist at the end of the induction paperwork as issued on opening of the premises. Failure to do so will result in potential charges for cleaning which will be deducted from your security deposit. Please speak to the Lettings Officer if you require further clarification.

35. Cancellation

Should the Hirer wish to cancel the booking before the date of the event the following refund policy will apply:

1. If more than 2 weeks notice is given, the hirer will forfeit their booking deposit paid (30% of the booking price) and NOT be liable to pay any of the outstanding hire balance
2. If less than 2 weeks notice is given the hirer will forfeit their booking deposit and will be liable to pay 50% of the full outstanding balance to 100% of the proposed hiring booking

In all the above circumstances the question of the payment or the repayment of the fee shall be at the discretion of the Association.

The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) the Association reasonably considering that

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer

(d) 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.

36. End of hire

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. The Hirer must remove their own rubbish (bags not provided) otherwise, there will also be an additional charge of £2 per bag of refuse left on site.

Every hirer will have been charged a 'security deposit' as per their hiring agreement. This is required in cash or cheque and will be held before your booking. This deposit will be refunded after the booking (or, at the latest, within 28 days of the termination of the period of hire) provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Association about noise or other disturbance during the period of the hiring as a result of the hiring.

37. Faults/ Damage/ Comments

Please report as soon as possible to the booking secretary 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.

38. Noise

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. Doors and outdoor play by children

should be closed at (or before) 9pm. Failure to adhere to these rules could result in us ending your booking with immediate effect.

The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

39. Stored equipment

The Association 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Association may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

40. 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. Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

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.

41. No rights

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

42. Data Protection

For information about Data protection including how we use and store your data – see our Data Policy on our website (here: <http://www.theparksca.org.uk/v001/data-policy/>).

TEMPORARY EVENT NOTICE APPLICATION

Application for consent for a Temporary Event Notice to be given for an event at The Parks Community Centre ('The premises').

The premises are not licensed for the sale of alcohol

I hereby apply to The Parks Community Centre for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):

Time:

Description of event:

Licensable Activities:

Location: *[Amend the following as appropriate].*
Main Hall
Meeting Room
Kitchen
Reception Area
Garden

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the Association's management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named in the Hiring Agreement:

Name (in capitals):

Signature:

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named in the Hiring Agreement, duly authorised, on behalf of the Association's Management Committee:

Name

Signature: