# Woolstone Community Centre



## **Conditions of Hire**

### General Rules and Conditions of Hire for Woolstone Community Centre Ltd.

#### 1. Introduction.

The Management of the Woolstone Community Centre Limited (hereafter referred to as the Premises) is vested in the Management Committee, whose powers and composition are defined in the Memorandum and Articles of Association, a copy of which is held by the Caretaker for inspection.

Under the provision of the Memorandum and Articles of Association, the Management Committee is empowered to make rules, or to withdraw or amend them.

Use of the Premises and facilities are subject to the following rules and standard conditions, which form the Hiring Agreement.

#### 2. Lettings – General

- 2.1. The hirer of the centre must be familiar and comply with the Health & Safety Procedures which are documented and available on our website at <a href="https://www.woolstonecommunitycentre.co.uk">https://www.woolstonecommunitycentre.co.uk</a>
- 2.2. The Main Hall has a maximum capacity of 70 persons in accordance with the Public Entertainments Licence, and on no account shall these figures be exceeded.
- 2.3. Facilities at the Premises are normally available for use of its members and outside hirers between the hours of 0900 and 2300, seven days a week. A later finishing time may available by prior arrangement.

Each hirer will have the use of the Premises during the hours stated on the Bookings Form and shall vacate the Premises promptly at the end of the hiring period.

- 2.4. The hirer must not sub-let or transfer the booking to any other person or organisation.
- 2.5. Bouncy Castles and Barbecues are not permitted either inside or outside the centre.
- 2.6. Smoking or Vaping are not permitted anywhere on the premises or grounds.
- 2.7. No advertising or publicity material will be displayed inside or outside the Premises without the approval of the Management Committee.

- 2.8. Keys will be kept by the Caretaker/Bookings Officer who will open the doors and lock up after use for each booking unless you've been allocated keys.
- 2.9. The Management Committee will require to be satisfied that adequate stewarding will be available at any event, or a series of events held at the Premises. For all events it is expected that the minimum stewarding will be at least 2 persons of age 21 or over.
- 2.10. Property of the hirer and hirer's agent must be removed at the end of the hire period. The Management Committee accepts no responsibility for any property left on the Premises after the hiring. In the case of Bazaars, Jumble Sales, and any other occasion when property is brought onto the Premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the hirer for the purposes of this condition.

#### 3. Letting – Charges.

- 3.1. Details of current charges and deposits are available on the centre website at <u>www.woolstonecommunitycentre.co.uk</u>
- 3.2. All hire charges and deposits must normally be paid 28 days before the date of hire. Payments to be made by bank transfer.
- 3.3. Deposits against damage will be refunded by bank transfer within 14 days of the letting assuming no damage.
- 3.4. Regular users are normally expected to pay hire charges one month in advance.
- 3.5. In the event of cancellation by the hirer, the following will apply:
  - 3.5.1. For more than 21 days' notice, the total charge will be refunded in full,
  - 3.5.2. For 14-21 days' notice, the charge less 50% will be refunded,
  - 3.5.3. Less that 14 days' notice, the total charge will be retained by the Management Committee.
  - 3.5.4. Cancellation charges may be waived, at the discretion of the Management Committee, if the time booked is able to be re-let.
  - 3.5.5. Regular users must give 28 days' notice of cancellation or termination of bookings. Failure to do so shall render the hirer liable to pay for one month's hire charge

3.6. Cleaning and breakage charges may be forfeited on the failure to observe Condition6.

#### 4. Lettings – Applications.

- 4.1. Bookings should be made on the Centres Website at <u>www.woolstonecommunitycentre.co.uk</u>
- 4.2. Each hirer will be provided with a completed booking form to confirm booking by email.
- 4.3. Regular users will normally be required to complete a Bookings Form quarterly, or as required by the Management Committee.
- 4.4. Regular lettings are subject to a review by the Management Committee at its discretion.
- 4.5. Applications for regular Saturday morning bookings will be subject to review by the Management Committee who may impose special conditions.
- 4.6. The Premises are let on a first come first served basis, though Woolstone residents and organisations are given priority.

#### 5. Nuisances.

- 5.1. Hirers and organisers of events on the premises are responsible for preventing any nuisance and in particular for seeing that the noise level of their function is not such that it interferes with other activities within the premises nor causes inconvenience for the occupiers of nearby houses, dwellings or properties.
- 5.2. The hirer shall be responsible for any loss or damage or cost and must:
  - 5.2.1. Adequately supervise the Premises;
  - 5.2.2. Protect the fabric and contents;
  - 5.2.3. Prevent damage, however slight;
  - 5.2.4. Prevent change of any sort;
  - 5.2.5. Control the behaviour of all persons using the Premises at their event, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction.

#### 6. Damages / Loss / Breakages / Cleaning

- 6.1. The hirer will indemnify the Management Committee against any loss, damage, claim or expense howsoever arising, caused or occasioned during the hirer's use of the Premises.
- 6.2. No alterations or additions shall be made to the Premises without the written consent of the Management Committee and any such work shall be completed at the hirer's cost and to the Management Committee's satisfaction.
- 6.3. All use of the Premises and its facilities is subject to the hirer accepting responsibility for returning furniture and equipment to its original position, for leaving the Premises in a clean and tidy state and for securing doors and windows as directed. Clearing-up must be done within the hire period.
- 6.4. For weddings the use of paper confetti is strictly forbidden only biodegradable flower confetti is permitted outside
- 6.5. For Baby Reveal Showers 6.4 above applies plus the use of Gender Reveal Canons are forbidden.
- 6.6. For social functions at the end of the period the hirer must:
  - 6.6.1. Wipe all tables used and replace in storage shed;
  - 6.6.2. Sweep floor, wipe up any wet sticky patches;
  - 6.6.3. Bag all rubbish and put in outside bin;
  - 6.6.4. Remove bottles and large items of rubbish such as boxes from the Premises altogether;
  - 6.6.5. Wash all cutlery and crockery used and replace in cupboards.
- 6.7. For all other functions, at the end of the hire period the hirer must reinstate the Premises to the conditions as at the beginning of the hire period.
- 6.8. Litter shall not be left in or about the Premises including the surrounding area.
- 6.9. If a hirer fails to clean-up as directed, a cleaning charge will be made at an hourly rate (indicated in the hire charge) which will be deducted from the deposit.

6.10. By arrangement with the Caretaker, private hirers may negotiate an additional charge to cover the cost of all clearing-up and cleaning at the end of the function. In these cases, clauses 6.3 to 6.7 will be replaced by special conditions.

#### 7. Storage

- 7.1. The user must not leave belongings or equipment on the Premises without the written consent of the Management Committee.
- 7.2. Any items left on the Premises are left at the owner's risk and responsibility.
- 7.3. Regular groups needing storage should inform the Caretaker/Bookings Officer who may allocate space if possible.
- 7.4. Each group must ensure that it does not infringe on any other group's space or equipment.

#### 8. Legal Requirements.

#### <u>General</u>

8.1. The hirer shall be responsible for the observance of all regulation appertaining to the Premises stipulated by the Licensing Justices, the Fire Authorities, the Local Authority or otherwise.

<u>Fire</u>

- 8.2. Fire exits must not be obstructed in any manner whatsoever.
- 8.3. Fire-fighting apparatus shall be kept in its proper place and only used for the purpose for which it is intended.
- 8.4. Location of firefighting equipment is displayed for hirer's information.

#### Insurance

8.5. It shall be the responsibility of the hirer to affect adequate public liability insurance to cover risks arising out of the use of the Premises by invitees and visitors. The hirer shall be responsible for making arrangements to insure against third-party claims which may lie against the hirer or their organisation or group whilst using the Premises, and must produce a copy of the policy and receipt of payment, if required, to the Management Committee. The Management Committee may require increased cover or further risks to be covered as a condition of booking.

#### Purpose.

- 8.6. The hirer shall not use the Premises for any unlawful purpose, nor in any unlawful way; nor do anything (or bring anything into the Premises) which may endanger the Premises, their users, or invalidate and insurance policies relating thereto.
- 8.7. The hirer shall, if selling goods on the Premises, comply with the Fair Trading Laws and any local "Code of Practice" issued 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 hirer's (organisation's) name and address.
- 8.8. The Premises shall not be used as the hirer's postal address.
- 8.9. The hirer shall ensure compliance with all the relevant legislation, orders and regulations, and in particular that relating to music, singing and dancing.

The hirer shall be responsible for obtaining any licences that may be necessary in connection with the booking, other than those already held by the Management Committee.

No betting, gaming or lotteries shall take place on the Premises except that are allowed by law and the hirer shall obtain any licence or certificate required prior to booking the Premises for any such use.

#### Intoxicating Liquor

8.10. No intoxicating liquors are permitted to be bought or sold on any part of the premises.

#### Theatre Licence.

8.11. The hirer must notify the Caretaker/Bookings Officer at the time of the booking, which must be at least 28 days in advance, that the purpose of the booking is for a theatre performance. The hire must apply to Milton Keynes City Council for a Theatre Licence, which can either be for a full year, or as an "occasional" licence for seven days. Milton Keynes City Council will need a minimum of 28 days' notice. No theatre performance is permitted without a licence.

#### Animals.

8.12. Except in the case of trained guide-dogs, animals shall only be permitted on the Premises in connection with organised activities, such as Training or Shows, and

only then at the discretion of the Management Committee. No animals to be kept on the Premises on a permanent basis.

#### 9. <u>Reservations.</u>

- 9.1. The Management Committee reserves the right to cancel or terminate the hiring if the hirer or the hirer's guests break any of the above conditions.
- 9.2. The Management Committee reserves the right to cancel any booking at its discretion and to change or amend the Terms and Conditions of Hire at any time without prior notice or liability for any loss or expenses.
- 9.3. Where changes are made in the Conditions of Hire that will affect existing bookings, the Management Committee will advise the hirer of any changes.
- 9.4. The Management Committee reserves the right to make any alternative bookings that it thinks fit.
- 9.5. The Management Committee reserves the right to visit or monitor any booking that it thinks fit, and to terminate that booking if there is any doubt that the Conditions of Hire are not be complied with.
- 9.6. The Management Committee accepts no responsibility for injury to persons or loss or damage to personal belongings at the Community Centre.
- 9.7. The Management Committee reserves the right to:
  - Refuse any application for the use of the Premises
  - Impose special conditions of hire.