



## Terms and Conditions of Hire for all Users

### 1. Terminology

1.1 For the purpose of this document the term 'Committee' shall mean the Twyford Community Centre Management Committee.

1.2 Similarly, the term 'Hirer' shall mean an individual hirer, or, where the hirer is an organisation, it will mean the 'authorised representative'.

### 2. Administration

2.1 Any agreement shall be deemed to come into effect upon signing the booking form and the deposit paid, which must include access and departure times as well as function times. Set up and clear away times must be included in your hire times.

2.2 The deposit secures the booking and is separate from the hire charge. This will be returned after the end of the event, unless extra cleaning is required, or damage to the premises, fixtures and fittings has occurred, the cost of which will be deducted from the deposit and, if required, an additional charge made.

2.3 The payment of the hire fees shall be made at least 20 clear days (i.e. not counting the day of payment or the day of the event) before the commencement of the event, or the booking may be deemed to be void.

2.4 In the event of the Hirer cancelling the booking in writing, refunds will be made according to the following scale:-

- a) less than 6 clear days – deposit only;
- b) 6 – 12 clear days – deposit + 1/3 of the fees;
- c) 13 – 19 clear days – deposit + 2/3 of the fees;
- d) 20 or more clear days – full refund

2.5 The Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of;

i. the Centre, or any part thereof, being rendered unfit for the use for which it has been hired prior to the event;

ii. the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or a by-election;

iii. the Committee 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;

iv. 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.

2.6 In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Committee shall not be liable to the Hirer for any resulting direct, or indirect loss or damages whatsoever.

### **3. Use of the Premises**

3.1 The Hirer shall, during the period of the hiring, be responsible for:

- i. supervision of the premises, the fabric and contents .
- ii. their own care and safety;
- iii. 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;
- iv. making good or paying for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3.2 The Hirer shall not use the premises (including the car park) for any purpose other than that described on the Booking Form and shall not sub-hire, or use the premises, or allow the premises to be used for any unlawful, or unsuitable 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 of the Committee.

3.3 At any function open to the general public there shall be FOUR (EIGHT for a function organised principally for persons under 18 years of age) persons 21 years of age or over, one of whom shall be the Hirer, nominated in writing (unless one is a Licensee) solely for maintaining good order, and who shall be present for the whole duration of the event.

3.4 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 Committee. Sellotape, double sided tape or Gaffa tape is prohibited. Blue Tack or White Tack must be used on wall and doors. If anything so approved remains at the end of the hiring, it will become the property of the Centre, unless removed by the Hirer, who must make good to the satisfaction of the Centre, any damage caused to the premises by such removal.

3.5 The Centre accepts no responsibility for any agreed stored equipment, or any property brought on to, or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than agreed 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.

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

- I. failure by the Hirer either to pay any charges in respect of stored equipment due and payable. To remove the same within 7 days after the agreed storage period has ended;
- II. failure by the Hirer to dispose of any property brought on to the premises, may result in the Committee 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.

3.7 The Hirer shall ensure that no animals (including birds) except assistance dogs, are brought into the premises, other than for a special event agreed by the Committee.

3.8 No animals whatsoever are to enter the kitchen at any time.

3.9 The maximum number of persons allowed in the Centre at any one time is 200.

3.10 The Hirer shall ensure that all emergency routes and doors are unobstructed and that the exit signs are illuminated.

3.11 The Hirer should note that the Community Centre is fully accessible for wheelchairs and a disabled toilet is available.

3.12 Prior to your event taking place, the heating will be turned on, should it be required. If it becomes too warm during the event, the temperature can be adjusted by decreasing or increasing the temperature on the thermostat on the shelf opposite the bar. Instructions are on the thermostat. The heating will automatically reset to the pre-programmed settings at the end of the event time. Please note that the Centre heats up in about 30+ minutes from cold.

3.13 There is a ventilation fan in the Maskell Room which can be operated from the switch near the sound booth. Re-circulating fans are mounted on the wall above the folding doors and are controlled by the remote control at the sound booth.

#### **4. Housekeeping**

4.1 The Hirer should note that there are only glass recycling facilities in the car park. Therefore, they should remove all tins, and other recyclable material to be deposited in appropriate bins off site.

4.2 The Hirer will be responsible for removing all rubbish and recyclable materials. If rubbish is left for a Committee member to remove, or if there is any damage to the fabric and fittings of the Hall, the Committee will decide how much of the deposit will be forfeited.

4.3 The premises must be left clean and tidy ready for the next user, as the Centre does not employ a caretaker or daily cleaning staff. Cleaning equipment for this purpose is kept in the Store near the toilets.

4.4 All folding tables and chairs must be returned to the chair/table store at the end of their event.

4.5 Vehicles are left at their owners risk whilst parked on the Centre's land. No overnight parking is permitted. Please be responsible if parking elsewhere.

#### **5. Noise Pollution**

5.1 The Centre has a Noise Limiter system installed to prevent excessive volume. If this overloads, it will switch off the power points in the Maskell room, until such time as it is reset. It is the Hirer's responsibility to ensure that the entrance doors (and when practical the windows) are kept closed when music is being played, as the Centre is in a residential area, and any noise nuisance should be avoided.

5.2 The Hirer is requested to ensure that all persons leaving the Centre, do so in a manner that will avoid causing annoyance to local residents. All users should be clear of the Centre by 23.30.

#### **6. Legal Requirements**

6.1 As is common in all public buildings today, SMOKING IS PROHIBITED IN THE COMMUNITY CENTRE and it is the Hirer's duty to ensure that this is strictly adhered to, as it is now a statutory offence.

6.2 Where relevant, it is the Hirer's duty to ensure that all children and vulnerable people participating in the event/activity are safeguarded and protected from harm. The Committee require sight of a DBS check and Child Protection Policy, on request.

6.3 The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations, including allergens. In particular dairy products, vegetables and meat on

the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. If you provide food on a regular and organised basis, you must be registered with the local authority and provide proof of registration and public liability insurance.

6.4 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.

6.5 The Hirer shall ensure that the Centre holds the relevant licences under the Performing Rights Societies (PRS) and the Phonographic Performance Licence (PPL), or, where appropriate, the hirer holds such licences as necessary.

6.6 Children should 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.

6.7 No illegal drugs may be brought on to the premises.

6.8 If the Hirer requires use of our licensed bar at their event, this must be added to the Booking Form, which must have a copy of the hirers driving licence or passport along with a photograph of the hirer holding the ID and that person must be present at the event. Bar staff are charged on the ratio of one bar staff for every 50 guests, except for 18<sup>th</sup> – 21<sup>st</sup> birthday party when a minimum of 2 bar staff will be required. Should the event be for a young persons party (18<sup>th</sup> or 21<sup>st</sup> for example) the hirer would also be required to employ 2 SIA registered door staff and their accreditation details shall be supplied prior to the event. The organisation and licensing of the bar will be the responsibility of the Committee. All licensing laws must be observed. A challenge 25 policy shall be adopted in relation to all sales of alcohol and that a refusals register shall be maintained. Prove of age may be requested if deemed appropriate by the bar staff. The bar staff reserve the right to refuse alcohol to be served to anyone underage or, in the opinion of the bar staff, unsuitable to be served because of intoxication. Should the hirer wish to bring in their own drinks for their event, this must be agreed with the Committee, must not be for re-sale and a corkage charge may be applicable. Any issues arising from the sale of alcohol, will be discussed as soon as possible, after the event, by the Management Committee and may involve further action being taken.

6.9 The Hirer shall be responsible, whilst hiring the Centre, for all materials and equipment brought into the Centre, especially any electrical appliances, which should be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 2020. (All these items must be removed at the end of the event/activity and the Centre must be left in a neat and tidy condition)

6.10 Drunk and disorderly behaviour shall not be permitted, either on the premises, or in its immediate vicinity. 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 and their details added to a refusals register maintained behind the bar.

6.11 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 organisers name and address and that any discounts offered, are based only on Manufacturers' Recommended Retail Prices.

6.12 The Hirer shall ensure that they are familiar with all current legislation, which relates to their hiring of the Centre (e.g Health & Safety) or the activities being undertaken.

6.13 The signed Booking Form constitutes a Hiring Agreement and gives permission only to use the premises according to that Agreement and confers no tenancy, or other right of occupation, on the Hirer.

