

# Conditions of Hire for Trawden Forest Community Centre

These conditions form part of your application for hire of the Centre Please read them carefully before signing the booking form

Please note: For the purpose of these conditions, the word "he" refers to the hirer, whether male, female, partnership or group.

## **CONDITIONS OF HIRE**

You as the Hirer of the facilities are bound by the conditions of hire, it is essential that you read and comply with the conditions in order that the smooth running of your function is assured. These conditions apply to the hire of all or part of the facilities run by Trawden Forest Community Centre Charitable Incorporated Organisation (CIO). You must sign as evidence that you agree to the Conditions of Hire.

#### **BOOKINGS AND PAYMENT**

1. All applications for hire of any part of the Centre must be made on the official booking form to Trawden Forest Community Centre Charitable Incorporated Organisation, Church Street, Trawden, BB8 8RU.

OR:

Email: bookings@trawdenforest.com

OR:

online at Trawdenforest.com

- 2. As part of the licence conditions for TFCC, party bookings for those aged between 11 and 21 years cannot be accepted. 21st party bookings can only be accepted where the whole centre is booked, including the bar and where trustees from TFCC are in attendance throughout the event.
- 3. Alcohol must not be brought onto the premises for consumption. Anyone, including the person booking the event, found to be doing this will be asked to leave the alcohol behind the bar for collection on departure or to leave the premises and the event.
- **4.** If following a booking application, an offer of booking is accepted by the Hirer, he must pay the balance of charges on submission of the booking form or within 7 days of receiving the invoice.
- **5.** All hire charges are subject to an annual review. Hirers should note that, notwithstanding the charges given on the booking form, the charges will be those current on the function date.
- 6. CASH PAYMENTS can be made by

posting the cash in a sealed envelope into the internal post box in the community centre.

OR:

CHEQUES should be made cheques payable to Trawden Forest Community Centre.

OR:

ONLINE BANK PAYMENTS should be made to Trawden Forest Community Centre, Account No: 23644656, Sort Code: 010220.

7. The Hirer will be given access to keys and alarm instructions in time for the booking. The Centre must only be used for the agreed period of time. No person shall be admitted in excess of the maximum number agreed. If in the opinion of the Trustees, Stewards or Doormen are required, the hirer shall be responsible for the cost of providing them.

# **CANCELLATION AND REFUNDS**

8. All cancellations must be in writing to: Bookings at Trawden Forest Community Centre, Church Street, Trawden, BB8 8RU

OR

via email: bookings@trawdenforest.com

Refunds will be paid as follows:

If cancellation is made more than 4 weeks prior to the event, the Hirer will be refunded in full, minus £15 administration fee.

If cancellation is made within 2 to 4 weeks prior to the event, the Hirer will be refunded 50% of the overall costs.

If cancellation is made less than 2 weeks prior to the event, the Hirer will not be eligible for any refund of the overall costs.

If the hirer changes the date a £15 admin fee will be incurred.

Trawden Forest Community Centre CIO will also recharge any and all costs incurred.

- 9. In the case of a local or national emergency Trawden Forest Community Centre CIO reserves the right to cancel all bookings at short notice without liability for compensation of any kind whatsoever. Trawden Forest Community Centre CIO will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or natural disaster which may cause the hall to be temporarily closed or the hiring to be interrupted or cancelled, it gives no warranty that the hall is legally or physically fit for any specific purpose.
- **10.** Trawden Forest Community Centre CIO reserve the right to refuse or cancel any booking that they believe would result in under age drinking or a potential breach in any other licensing objective.

## RESPONSIBILITIES OF THE HIRER

11. The Hirer shall not use the Centre or cause or permit the Centre to be used for a function type other than that for which it is hired to him, in particular the Hirer shall not use it or cause or permit it to be used:

For the purpose of gaming; or

For amusements with prizes except in compliance with the provisions of the Betting, Gaming and Lotteries Act 1963.

- 12. The Hirer must be over 18 years of age and is expected to be present throughout the function.
- **13.** The benefit of the agreement is personal to the hirer and not assignable or capable of being subhired.
- **14.** Nothing shall be done in the preparation for, or during the hiring of the Centre which the Trustees of Trawden Forest Community Centre consider will in any degree cause danger from fire; and in particular:

No additional light of any kind, in addition to the ordinary lights provided by Trawden Forest Community Centre CIO, shall be put up or used except with previous consent.

No gas or electric lights, fittings or fixtures shall be interfered with.

No naked flames are to be used on the premises.

No cotton wool or highly inflammable material is to be used for decoration or other purposes.

No additional cooking equipment is allowed on the premises.

15. In the event of permission being granted for the fitting of additional lighting (eg. for stage

- shows/concerts) it must comply with all current electrical safety regulations (see section on Health and Safety below).
- 16. No nail or fastening of any kind shall be driven or put into any wall, floor, partition, pillar or other furniture or fitting, nor should any other damage be done to the Centre, nor shall any advertising bill or placard be put up or displayed inside or outside the Centre without prior permission from Trawden Forest Community Centre Trustees.
- 17. The period for which the rooms are hired must include access and vacation by caterers, bar service, entertainers and organisers for the purpose of laying tables, decoration of rooms, preparation of food and any other work.
- 18. Smoking and vaping are strictly prohibited.
- 19. The Hirer shall not bring alcohol on to the premises for re-sale or for personal consumption.
- 20. Any dance which places unusual or sudden stress upon the floor of the Centre, or any footwear which may cause any marking or damage, or substances such as resin placed on the floor or soles of shoes to alter the slippyness of the floor is forbidden. The decision as to whether any particular dance or activity involves such stress or footwear being unsuitable shall be made by Trawden Forest Community Centre CIO.
- 21. All parts of the Centre shall be free and open to the access and attendance of Police Officers on duty, Trustees and authorised servants or agents of Trawden Forest Community Centre CIO who shall have full powers to enforce the observance of these conditions as well as for the preservation of peace and good order.
- 22. The Hirer undertakes to carry out or cause to be carried out, promptly and to the best of his ability, all instructions and directions given by the Trustees or authorised servants or agents of Trawden Forest Community Centre CIO during the period of the hire which have the object of ensuring that these conditions are observed and performed.
- 23. The Hirer is to take good care of and not cause any damage to be done to the Centre or to any fittings equipment or other property in the Centre and save to the extent that Trawden Forest Community Centre CIO, may be indemnified by insurance\* the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Centre.
  - \*The reason for this is so that our insurer cannot be relieved of liability by virtue of the hirer's indemnity to Trawden Forest Community Centre CIO.

## **HEALTH AND SAFETY**

- 24. Users have a duty to comply with the practices set out by the Trustees, with all safety requirements set out in the Conditions of Hire and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.
- **25.** The Hirer shall comply with Trawden Forest Community Centre CIO's Health and Safety Policy, a copy of which is available on our website Trawdenforest.com.
- 26. Hirers should ensure that they have a mobile phone for emergency contact.
- 27. Hirers should ensure that the building is secure when they leave, with the doors fitted with exit bars shut and the main door locked. The Security Alarm should be set on leaving the premises. Under no circumstances should the building remain unlocked when there is no one in the premises.
- **28.** At no time must the entrance to the car park be blocked.
- 29. An accident book is provided and kept near the First Aid box near the wash-hand basin in the

kitchen. The accident book should be used to record the details of any accidents at the time they occur. Any accident must be reported to the Chairperson of the Trustees.

- 30. Hirers must read and conform to the Fire Risk Assessment and Fire Instructions. A copy of the Fire Evacuation Procedure can be found in the Information Manual on the shelf in Entrance Hallway.
- 31. Hirers must ensure that access to fire exits and fire extinguishers is not obstructed at any time.
- **32.** Hirers must ensure that fire extinguishers are only used by trained persons when it is safe to do so.
- 33. Hirers should familiarise themselves with the fire exits/routes.
- **34.** For events when the bar is not in use, hirers are responsible, in the case of an emergency, for evacuating the building and, when safe to do so, contacting the emergency services.
- 35. Hirers are requested to report any faults to the trustees, via the Chairperson or Bookings Secretary as soon as possible. In the case of a fault requiring immediate attention, for example a burst pipe or a power cut, please contact either Bob Glozier or Ian Waddington. If an item of equipment is damaged or otherwise considered to be unsafe, a notice should be placed on it warning that it must not be used.

For CONTACT DETAILS see the Information Manual kept on the shelf in the entrance hallway.

- 36. If there is a serious incident or an emergency, Hirers must contact one of the Trustees listed in the Information Manual. Please contact these trustees appropriately depending on the circumstance of the incident or emergency.
- 37. It is the responsibility of hirers to ensure that any electrical equipment brought into the centre, is safe. Electrical appliances and equipment which have not been Portable Appliance Tested must not be left in the centre overnight. The Trustees reserve the right to remove any item they consider to be unsafe
- **38.** No cleaning products are allowed to be brought onto the premises. All cleaning products will be provided.
- 39. Hirers are responsible for arranging their own caterers which must be stated on the booking form.
- **40.** The Trustees of Trawden Forest Community Centre CIO cannot accept any responsibility for any breach of Food Hygiene Regulations by an outside caterer or self-catering arrangement.

# SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

- 41. The Trustees will take reasonable care to provide a safe environment for children and vulnerable adults but centre users should ensure that supervision is by appropriate adults.
- 42. The Trustees will ensure that all hirers/users of the centre are aware that any safeguarding of children or vulnerable adults is the responsibility of the hirers.
- 43. Hirers need to be aware that facilities such as the toilets may be shared with other groups and that appropriate supervision/arrangements should be made.
- 44. The Trustees will ensure that hirers are made aware of their obligations under the Licensing Act 2003 to ensure that alcohol is not sold to those under the age of 18 years and that no children may be admitted if they are below the age classification for any film being shown or show be produced. No gambling or entertainment of an adult or sexual nature shall be permitted on the premises.

45. Acceptance of the Community Centre's safeguarding policy is part of the agreed contract taken out on hiring the centre.

#### **CLEANING**

- **46.** The Hirer shall leave the Centre and the fixtures, fittings and articles therein in a clean and good order and condition.
- **47.** After each event the building will be checked for cleanliness and good repair, in the instance of any cleaning or repair costs Trawden Forest Community Centre CIO reserve the right to charge the hirer for any incurred costs to a maximum of £250.00.
- **48.** The Hirer can arrange for the Centre to be cleaned after his event by the Centre's cleaner at a minimum cost of £15.

## **LICENSING**

**49.** The Hirer agrees to abide by the conditions of the Public Entertainments Licence, details of which are available from Trawden Forest Community Centre CIO.

#### **INSURANCE AND LIABILITIES**

- **50.** The Hirer shall take out appropriate insurance for group hires, fundraising events and other activities to cover public liability and insurance of the equipment.
- 51. (a) Trawden Forest Community Centre CIO will not be liable for the death of or injury to any person attending the Centre for the purpose of attending your function or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of Trawden Forest Community Centre CIO.
  - (b) Trawden Forest Community Centre CIO will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of Trawden Forest Community Centre CIO.
  - (c) The Hirer will indemnify Trawden Forest Community Centre CIO against all such liabilities as are mentioned in this Condition.

Please see additional Conditions of Hire relating to the Covid-19 pandemic.