



# Hale Community and Youth Centre

## Booking Terms and Conditions of Hire – 2026/27

Thank you for choosing Hale Community and Youth Centre for your event. These Terms and Conditions set out your responsibilities as a hirer. Please read them carefully and contact the Centre Manager (01252 722362) if you need clarification.

In these Terms and Conditions:

- **“Centre”** means Hale Community and Youth Centre (formerly Sandy Hill Bungalow), Upper Hale Road, Farnham, Surrey GU9 0JH.
- **“Management Committee”** means the Hale Community Centre Limited, Board of Trustees.
- **“Premises”** means the Centre buildings, rooms, and surrounding grounds available for hire.
- **“Hirer”** means the person named on the Booking Request Form.
- **“Booking Request Form”** means the form completed to provide details required to assess a booking.
- **“Function”** means the event taking place during the agreed hire period.
- **“Charges”** means the fees payable for the hire, as confirmed in writing.

If you are unsure about any clause, please seek clarification before your event.

### 1. GENERAL INFORMATION and ELIGIBILITY

- 1) You must be over eighteen and accept responsibility for overseeing the Premises during your hire. You are responsible for ensuring compliance with these Terms and Conditions at all times.
- 2) All booking requests are subject to availability and must be submitted using a Booking Request Form. Full and correct details must be provided so the Centre can assess suitability.
- 3) If you are hiring the Premises for personal financial gain or commercial activity, you must provide evidence of your own public liability and/or professional insurance at least seven days before your confirmed booking date, along with a risk assessment.
- 4) The Premises may be hired for community, social, recreational, educational, or appropriate commercial activities. Commercial bookings are welcome where the activity is suitable for the Centre and does not conflict with its charitable objectives. Activities in the Youth Centre that are not part of Centre-run youth work must demonstrate a clear benefit or offer to the local community.

### 2. HIRER RESPONSIBILITIES and CONDITIONS OF USE

- 1) **Use of the Premises:** You may only use the Premises for the purpose stated on your Booking Request Form. You must not sub-hire, use the Premises unlawfully, or bring anything that may invalidate insurance. Alcohol may not be consumed or supplied without prior arrangement; a £200 refundable deposit against damage is required at time of booking for events where alcohol is being served.

- 2) **Prohibited Items:** The following items and activities are not permitted on the Premises: smoke machines, indoor bouncy castles or inflatables, fireworks, sparklers, confetti cannons, weapons (including replicas), hazardous chemicals, or any equipment that may trigger fire alarms or cause damage. Small domestic helium canisters may be used solely for inflating balloons and must be handled safely and removed from the Premises at the end of the hire. Large or commercial gas cylinders are not permitted
- 3) **Security:** You are responsible for the security of the Premises in relation to your own hire. This includes supervising access to your booked room(s) and ensuring that only your attendees enter those areas. When multiple hires are taking place, each hirer is responsible for managing access for their own group. The main entrance must remain either locked or actively supervised by at least one hirer when in use.
- 4) **Access, Keys and Security:** Hirers are issued keys and/or passcodes for access. You must not share keys or passcodes with anyone not involved in your hire. Lost keys or compromised passcodes must be reported at once and may incur replacement or call-out charges. Out-of-hours access is granted solely for the duration of your hire and must not be used at any other time. You are responsible for securing the Premises, turning off lights, and setting the alarm. A checklist is provided beside the alarm panel.
- 5) **Supervision:** During your hire you are responsible for:
  - a) the Premises, fabric, fixtures, and contents
  - b) preventing damage or unauthorised alterations
  - c) the behaviour of all attendees, including safe parking and avoiding obstruction of the highway

You must make good or pay for any damage, including accidental damage, or loss of contents.
- 6) **Health and Hygiene:** If preparing, serving, or selling food, you are responsible for following current food hygiene guidance and ensuring safe handling and storage practices. Perishable food must be stored safely. A refrigerator and thermometer are provided for your use.
- 7) **Capacity:** You must not exceed the maximum number of attendees stated on your Booking Request Form.
- 8) **Alterations and Decorations:** No alterations may be made without written approval. Do not use nails, screws, Sellotape, or similar. Approved temporary fixtures must be removed and any damage made good.
- 9) **Noise:** Please minimise noise on arrival and departure, especially after 11pm or before 8am. If using amplified sound, you must comply with any noise-limiting equipment or licensing conditions
- 10) **Supply of Free Alcohol:** Where permission is granted to allow alcohol, you must ensure that this is done responsibly.
- 11) **Drunk or Disorderly Behaviour / Illegal Drugs:** You must ensure that no one consumes excessive alcohol and that no illegal drugs are brought onto the Premises. Anyone who is drunk, disorderly, behaving violently, or otherwise acting in a way that breaches the Licensing Act 2003 must be asked to leave

immediately. You are responsible for ensuring that behaviour at your event does not cause nuisance, risk, or disturbance to others.

- 12) **Discriminatory Activities: Activities** that promote or incite discrimination of any kind are not allowed.
- 13) **Smoking/Vaping:** Smoking and vaping are not allowed anywhere within the Premises, including the car park, garden, and surrounding areas. Anyone wishing to smoke/vape must do so outside and dispose of waste safely.
- 14) **Parking:** Parking arrangements vary depending on the day and time of your hire. Parking in the Hale Nursery and Primary Academy area is only permitted at weekends and during school holidays, or when specifically authorised by the Centre Manager. At all other times, hirers and attendees must use on-street parking on Upper Hale Road. Four staff spaces may be available at weekends or at the Centre Manager's discretion.
- 15) **End of Hire:** Cleaning, Waste and Security Requirements: You must leave the Premises clean, tidy, and secure. All waste must be removed, including food waste, nappies, and recycling. Broken glass must be disposed of safely. Floors must be swept and spillages moped. Do not drag furniture. Check lights, taps, windows, heaters, and cooking equipment before leaving.

### 3. HEALTH, SAFETY and EMERGENCY PROCEDURES

- 1) **Public Safety Compliance:** You must comply with the Centre's Health and Safety Policy<sup>(1)</sup> and any licensing conditions that apply to your specific type of booking. You must also follow all instructions provided by Centre staff regarding emergency and security procedures. In the event of a security incident during out-of-hours hire or private parties, when staff may not be present, you must follow the guidance and instructions issued to you in advance and act in accordance with the Centre's Protect Duty (Martyn's Law) requirements.
- 2) **Fire Safety:** You must call the Fire Service to report any outbreak of fire, however small, and notify the Assistant Centre Manager. You must familiarise yourself with:
  - a) the action to be taken in case of fire, including calling the Fire Brigade, evacuating the Premises, and assembling at the designated assembly point to the left of the building beside the red and white barrier
  - b) the location of the current fire risk assessment, which is kept in a glass cabinet on the wall in the reception area. This is a dynamic document that is updated regularly, and a testing regime is in place that complies with current legislation. The fire risk assessment must be provided to the Fire Brigade if they attend.
  - c) escape routes and the need to always keep them clear
  - d) fire doors should not be wedged open
  - e) the location of the First Aid Box and Accident Book/Forms (Community Centre: kitchen window ledge; Youth Centre: shelving unit outside the kitchen door)

Before your event you must check:

- all fire exits are unlocked

- escape routes are clear
  - fire doors are not wedged open
  - no fire hazards are present
- 3) **Emergency Contact Procedures:** In any emergency involving fire, injury, or immediate danger, you must call 999 first. The Assistant Centre Manager should be notified as soon as it is safe to do so. Do not enter the building until the emergency services confirm it is safe.
  - 4) **Accidents and Dangerous Occurrences:** Report any equipment failure or accident to us as soon as possible and record injuries in the Accident Book. A defibrillator is available near the Main Hall double doors. Certain incidents must be reported under RIDDOR; the Assistant Centre Manager can help with this.
  - 5) **Heating:** No unauthorized heating appliances may be used. Liquefied Petroleum Gas heaters are not allowed.
  - 6) **Electrical Safety:** Any electrical equipment you bring onto the Premises must be safe, in good working order, and used in accordance with the Electricity at Work Regulations 1989. Portable electrical appliances must be PAT-tested where required, and you are responsible for ensuring that any equipment you provide meets current safety standards. The Centre reserves the right to prohibit the use of any equipment that appears unsafe or unsuitable.
  - 7) **Animals.** Service animals are allowed. No animals may enter the kitchen.

#### 4. INSURANCE, LIABILITY and INDEMNITY

- 1) **Hirer Liability:** You are liable for damage, loss, injury, nuisance, and any claims arising from your use of the Premises or equipment.
- 2) **Centre Insurance:** The Centre maintains insurance to cover injury or damage arising from the Centre's own negligence, as described herein. The Centre may, at its discretion, extend its insurance to cover injury or damage arising from the hirer's activities for non-commercial bookings, as described in clauses 4(3).

Where a claim arises from your hire, you must reimburse the Centre for any insurance excess, any shortfall not covered by the policy, and any costs that fall outside the scope of the insurance.

- a) any insurance excess payable
  - b) any shortfall between the total liability and the amount recovered under the policy
  - c) any costs, losses, or expenses incurred by the Centre that fall outside the scope of the insurance policy
- 3) **Hirer Insurance:** Where the Centre does not insure your liabilities, you must provide evidence of your own public liability and/or professional insurance at least seven days before your confirmed booking date.
  - 4) **Risk Assessments:** Where required, risk assessments must be submitted at least seven days before the event.

The Centre is insured for claims arising from its own negligence.

## **5: BOOKING CHANGES and CANCELLATIONS**

- 1) **Cancellations or amendments:** Any cancellation or amendment to your booking must be made in writing at least seven days before the booking. If less notice is given, the full hire charge is payable.

If the Centre needs to cancel or amend your booking, we will give at least one month's notice for professional or commercial hirers, and at least 7 days' notice for private hires, wherever reasonably possible.

- 2) **Payment Terms:** All invoices issued must be paid within 30 days of the invoice date, unless otherwise agreed in writing.
- 3) **Late Payments:** The Charity reserves the right to charge interest on any overdue accounts. For individuals/private hire, interest will be charged at a rate of 4% above the Bank of England Base Rate per annum from the due date until payment is received. For commercial/business hire, interest and fixed recovery costs will be applied in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **6: STORAGE OF EQUIPMENT and PROPERTY**

The Centre accepts no responsibility for stored equipment. Items left without permission may incur charges or be disposed of after seven days.

## **7. ADVERTISING and PUBLICITY**

Fly posting or unauthorised advertising is not permitted. You must indemnify the Centre against any claims arising from breach of this condition.

## **8. SALE OF GOODS and FAIR TRADING**

If selling goods, you must comply with Fair Trading Laws. Prices, organiser details, and discounts must be clearly displayed.

## **9. MUSIC LICENSING REQUIREMENTS**

The Centre holds a "TheMusicLicence" for recorded music. You are responsible for obtaining any additional licences required.

## **10. TV LICENSING REQUIREMENTS**

The Centre does not hold a TV licence. You must not watch or stream live TV or BBC iPlayer content on any device plugged into the mains.

## **11. USE OF WI-FI and DIGITAL SERVICES**

You must not use the Wi-Fi for unlawful, harmful, or infringing activity and must keep login details confidential.

## **12. SAFEGUARDING RESPONSIBILITIES**

Activities involving children, young people, or adults at risk must be delivered by fit and proper persons in accordance with safeguarding legislation. Policies and DBS evidence must be provided when requested.

**Professional Boundaries:** All hirers must maintain appropriate professional boundaries. One-to-one contact with children, young people, or vulnerable adults is not permitted unless you are a qualified professional delivering a recognised clinical, therapeutic, or statutory service and you are operating within your own organisation's safeguarding policies and procedures. Where 1:1 work is permitted, you are responsible for ensuring that appropriate safeguarding measures, such as chaperones where required, are in place.

**Photography and Video:** Photography, filming, or audio recording of children, young people, or vulnerable adults is not permitted unless you have obtained explicit consent from the parent, carer, or responsible organisation. You are responsible for ensuring that any images or recordings are taken, stored, and used in accordance with your own safeguarding policies and data protection requirements.

### **13. DATA PROTECTION and PRIVACY**

The Centre's Privacy and Data Protection Policy<sup>(1)</sup> explains how personal data is collected, used, and stored.

### **14. ENVIRONMENTAL RESPONSIBILITIES**

All users must comply with the Centre's Environmental Policy and Sustainability Strategy<sup>(1)</sup>.

#### **SPECIAL NOTES:**

<sup>(1)</sup>The latest Hale Community and Youth Centre policies are available to download from our website - <https://www.halecommunitycentre.org.uk/who-are-we-2/policies/>



## Appendix A: Protect Duty (Martyn's Law) – Hirer Responsibilities

The Centre is committed to ensuring the safety of all users and complying with the requirements of the Protect Duty (Martyn's Law). As a hirer, you must support these measures by taking reasonable steps to help keep people safe during your event.

### Your responsibilities include:

- Familiarising yourself with the Centre's emergency procedures, including evacuation routes, assembly points, and how to contact emergency services.
- Reporting any suspicious behaviour, unattended items, or security concerns immediately to the Assistant Centre Manager or a member of staff.
- Ensuring that all attendees follow instructions given by Centre staff or emergency services during an incident.
- Keeping all fire exits, escape routes, and access points always clear.
- Ensuring that bags, equipment, and personal belongings are not left unattended in a way that may cause concern or obstruction.
- Cooperating with any security measures the Centre has in place, including checks, restrictions, or temporary instructions relevant to your event.
- Providing accurate information about your event, including expected numbers, activities, and any external providers or contractors.

### Purpose of this Annex

This Annex is designed to help hirers understand their role in supporting the Centre's safety measures. It does not replace the Centre's own responsibilities under the Protect Duty but ensures that all users contribute to a safe environment.