



Hale Community and Youth Centre

Booking Terms & Conditions of Hire

Thank you for choosing Hale Community and Youth Centre for your event. As a hirer, you have specific responsibilities. Please study this document carefully and contact the Centre Manager (01252 722362) if you have any queries about your responsibilities.

In these Terms and Conditions, the following terms shall have the following meanings:

- **“Centre”** means either the Hale Community and Youth Centre (formerly Sandy Hill Bungalow) at Upper Hale Road, Farnham, Surrey GU9 0JH
- **“Management Committee”** means the Hale Community Centre Trust.
- **“The Premises”** means the Hale Community and Youth Centre and its surrounding buildings and grounds, any part of which or the whole may be available for hire.
- **“The Hirer”** means the person named on the Booking Form for the hire of the Centre.
- **“Booking Request Form”** refers to a document a hirer completes to ensure the Centre has all the relevant information to consider a booking request
- **“Function”** means the event being held at the Centre by the Hirer throughout the specified period of hire.
- **“Charges”** means the charges payable by the Hirer to the Centre for the hire of its premises throughout the period of hire, as detailed in the booking confirmation email.

If you are in any doubt as to the meaning of any of the following terms and conditions, please seek clarification from us without delay.

1 INFORMATION

- 1.1 You, not being a person under 18 years of age, hereby accept 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 these Terms & Conditions of Hire, relating to management and supervision of the Centre are met.
- 1.2 All booking requests are considered, subject to availability and submission of a completed booking request form. Full details must be disclosed in respect of private functions at the time of booking to ensure all events meet our booking criteria.
- 1.3 Anyone hiring the Centre for personal financial gain is not covered by the Centre's Public Liability Policy. A copy of their own public liability and/or professional insurance arrangements must be provided at least seven days prior to the booking start date together with a risk assessment.
- 1.4 The Centre can only be used for social, recreational, or educational activities. **NB:** Any activities using the Youth Centre outside Centre run youth work should have some element of support or offer of activity to the local community.

2. RESPONSIBILITIES FOR HIRERS

- 2.1 **Use of the premises.** The premises (including the car park) must not be used for any purpose other than that described in your booking request form; you should 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.
- 2.2 As the Hirer you are responsible for the security of the Centre and its contents throughout the period of your booking; this includes responsibility for control and restricting entry to the premises. The public has no right of access during a hiring, so you should either lock the front door or ensure that they are taken control of at all times.
- 2.3 **Supervision** During the period of the hiring you are responsible for: -
- 1) the premises, the fabric, and the contents;
 - 2) care of the premises, safety from damage however slight or change of any sort;
 - 3) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.
- As directed by us, you must 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.
- 2.4 **Health and Hygiene.** 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.
- 2.5 The maximum number of people attending to be as specified on the booking request form must not be exceeded.
- 2.6 **No alterations.** You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations, or other articles - in any way to any part of the premises without our prior written approval. **NB:** No nails, screws or other fastenings shall be driven into the walls, floors, ceilings or partitions and do not use Sellotape or blue tack to adhere anything to the paintwork.
- In our discretion, any alteration, fixture, fitting, or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.
- 2.7 **Noise.** Ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

2.8 **Supply of Alcohol.** Where permission has been given for an event at which alcohol is to be served (whether or not a charge is to be made for its supply), you are responsible for ensuring it is not consumed by persons under the age of 18. You must implement a Challenge 25 policy (i.e. if the person to whom alcohol is to be supplied for consumption appears to be under the age of 25 years, proof that that person is over 18 years of age must be shown).

2.9 **Drunk and disorderly behaviour and supply of illegal drugs.** In order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

1) no one attending the event consumes excessive amounts of alcohol

2) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

2.10 Any activities judged to promote or incite any form of discrimination will not be permitted.

2.11 **Smoking/Vaping.** In compliance with the prohibition of smoking in public places, provisions of the Health Act 2006 and regulations made thereunder no smoking/vaping is permitted on the premises. **NB:** Although there is currently no law which forbids the use of vaping products in public places, the Centre have extended their No Smoking Policy to include Vaping.

We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke/vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

2.12 **There is no parking allowed anywhere in the Hale Nursery & Primary Academy area. All parking is on Upper Hale Road.** There are limited staff parking places (4 including a disabled space) next to the building clearly marked which are available to hirers at weekends or at the discretion of the Centre Manager.

2.13 **End of hire.** You are 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 we may make an additional charge. **NB:** ensure that any waste food, drink, and any other rubbish is removed from site.

In particular, the hirer must check lights, taps, windows, heaters, and cooking equipment. All rooms including toilets must be left in a reasonable clean state. This means swept with any spillages wet-mopped up – please do not drag tables and chairs as this will damage the floor.

3. SAFETY

- 3.1 **Public safety compliance.** You must comply with the Centre's [Health and Safety Policy dated October 2023](#); all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Centre's Fire Risk Assessments, [Community Centre](#) or [Youth Centre](#), 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.
- 3.2 You must call the Fire Service to any outbreak of fire, however slight, and details must be given to the Centre Manager.
- 1) You acknowledge that you have received instruction in the following matters:
 - a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre. The assembly area is to the left of the building as you exit, beside the red and white car park barrier
 - b) A copy of the current fire risk assessment is available from the Office (it is a dynamic document that gets updated regularly). A testing regime is in place that complies with current legislation.
 - c) Escape routes and the need to keep them clear.
 - d) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - e) The **First Aid Box** and **Accident Book/Forms** which must be completed whenever an accident occurs, are to be found on the window ledge in the kitchen at the Community Centre and in the wooden shelving unit as you enter the kitchen at the Youth Centre
 - 2) In advance of any activity whether regulated entertainment or not you must check the following items:
 - a) That all fire exits are unlocked and panic bolts in good working order
 - b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - c) That any fire doors are not wedged open.
 - d) That there are no fire hazards on the premises.
- 3.3 **Accidents and dangerous occurrences.** Report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book (our **Accident Book/Forms** are kept with the **First Aid Box** (on the window ledge in the kitchen at the Community Centre and in the wooden shelving unit as you enter the kitchen at the Youth Centre)).

A **Defibrillator** is readily available for emergency use, near the double glass doors of the Main Hall. The defibrillator is fully automatic and the instructions are given audibly by the defibrillator, once it is turned on for use.

In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), you must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Assistant Centre Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre.

3.4 Explosives and flammable substances. You must ensure that:

- 1) Highly flammable substances are not brought into, or used in any part of the premises and that
- 2) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- 3) Naked flames must be restricted to birthday cake candles or similar.

3.5 Heating. No unauthorised heating appliances are used on the premises when open to the public without our consent. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

3.6 Electrical appliance safety. Ensure any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

3.7 Animals. Guide dogs, hearing dogs and assistance dog owners are allowed on the premises. No animals whatsoever are to enter the kitchen at any time.

4. INSURANCE AND INDEMNITY

4.1 You are liable for:

- 1) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- 2) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service (if any)
- 3) all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any), and
- 4) all claims, losses, damages, and costs made against or incurred by us because of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

- 4.2 We will take out adequate insurance to insure the liabilities described in sub-clauses 4.1.(1) and (2) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1.(3) and (4) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
- 1) any insurance excess incurred and
 - 2) the difference between the amount of the liability and the monies we receive under the insurance policy.
- 4.3 Where we do not insure the liabilities described in sub-clauses 4.1.(3) and (4) above a copy of your own public liability and/or professional insurance arrangements must be provided to the Centre, at least seven days before the start of the booking.
- 4.4 Where applicable, risk assessments must be received at least seven days before the event.

We are insured against any claims arising out of our own negligence.

5. CANCELLATION OF BOOKING

To cancel or amend a booking a minimum of 7 days' notice must be given in writing via email to bookings@halecommunitycentre.org.uk. The full hire cost will become due if the required notice is not given

Hale Community and Youth Centre reserves the right to refuse any application as it may deem fit and to cancel a letting by giving seven days' notice, in writing to the Hirer. Upon such cancellation, we will refund any monies paid in respect of the hire, but will not be responsible for any expenditure the Hirer incurs or becomes liable for

6. STORED EQUIPMENT

The Centre accepts no responsibility for any stored equipment or other 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 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.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

Your failure 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.

Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

7. FLY POSTING

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to your prosecution by the local authority.

8. SALE OF GOODS

If selling goods on the premises, you must comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

9. MUSIC COPYRIGHT LICENSING

Hale Community and Youth Centre has a 'TheMusicLicence' for playing recorded music. You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performing Licence (PPL), if required.

10. TV LICENCE

The Centre does not have a TV licence; therefore, you must not watch TV on any device which is plugged into the mains on our premises.

11. WI-FI SERVICE

When using the Centre's Wi-Fi service, you always agree to be bound by the following provisions: -

- 1) not to use our Wi-Fi service for any for the following purposes:
 - a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability, or otherwise breaches any applicable laws, regulations, or code of practice;
 - c) interfering with any other person's use or enjoyment of the Wi-Fi service; or
 - d) making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner;
- 2) to keep any username, password, or any other information which forms part of the Centre's Wi-Fi service security procedure confidential and not to disclose it to any third party.

12. VULNERABLE ADULT AND CHILD SAFEGUARDING

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

NB: It is good practice for any organisation working with children, young people, and adults at risk to have policies in place for their protection. This will be fulfilled by requiring the organisations running the activities to have their own policies or the management committee having policies that they require groups to comply with.

13. ACCESS

Hirers are given access to keys to the Centre. It is therefore their responsibility to make sure the Centre is secure, and lights have been turned off before setting the alarm and locking the building. There is a full checklist beside the alarm panel.

14. PRIVACY

The Centre's [Privacy/Data Protection Policy & Procedures dated October 2023](#) explains when and why we collect personal information about people who visit our website, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

15. ENVIRONMENTAL POLICY

The Board of Trustees considers the protection of the environment to be of major importance. Environmental protection is an integral part of the efficient management of the Centre's activities. High standards are to be applied by all those who work in or use the Centre, complying with all legislation, codes of practice and official guidance relevant to environmental protection.

For further information download a copy of the [Centre's Environmental Policy dated October 2023](#) and [Environmental Sustainability Strategy & Action Plan v1 dated October 2023](#).