

Conditions of Hire *(as applicable)*

Definitions

The 'Centre' means the Crofton Community Centre. The 'Committee' means the Trustees of The Crofton Community Association (CCA). The 'Hirer' means the person hiring the Centre's facilities. In the case of an organisation this may mean its' authorised representative.

1. Use of the Centre

The Centre is operated by CCA and managed by the Management Committee. The Centre Manager (CM) is responsible for day-to-day management of the Centre.

2. Equal Opportunities

The Centre shall be open to all members of the community.

3. Applications to Use the Centre

- a) Application for the use of the Centre shall be made to the CM.
- b) The right to refuse any application for the use of the Centre's facilities is reserved to the Committee and the CM.
- c) All arrangements for the use of the Centre's facilities are subject to the Association reserving the right to cancel bookings when the premises are required for use as polling stations, as an emergency evacuation centre in the event of a local disaster, are rendered unfit for their intended use or other force majeure. In such cases, the hirer shall be entitled, upon such notice, to reimbursement of any monies paid to the Association for the lost hire, but the CCA will not be liable to the Hirer to make any further payment, for any direct or indirect resulting loss or damage whatsoever.
- d) Paid up CCA members and affiliated groups of the Association shall normally have priority use of the facilities except in the case of c) above.

4. Normal hours of Opening

Monday to Friday 09:00–21:30

Saturday 09:00–13:00

Sunday 09:00–12:30

These hours may be extended on prior application.

5. Maximum Capacity

All rooms have maximum capacity set by outside authorities. Details can be obtained from the CCA office staff and on no account shall these capacities be exceeded.

6. Health, Safety and Legal requirements

A CCA Health and Safety Welfare Policy/Procedure is always in operation within the Centre. A copy of this document is available upon application. By signing the Hiring Agreement, you agree to abide by the practices on all the matters referred to within the document and accept responsibility to ensure all participants of your group are aware of their duty of care in respect of Health and Safety matters.

Nothing shall be carried out which will endanger the users of the building, policies to it, contents and the CCA insurance. This includes:

- a) Obstructions must not be placed in corridors, fire exit routes and doors.
- b) Firefighting appliances shall be kept in their proper places, shall not be interfered with in any way and used only for their intended purpose. Fire doors must not be wedged open. The Fire Brigade must be called in the outbreak of a fire and details must be given to the CM or a member of staff immediately.
- c) Highly inflammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g.) polystyrene, cotton, Xmas decorations etc may be brought into the Centre without the prior consent of the CM. Pyrotechnics, fireworks of any nature and open flames are strictly forbidden.
- d) No unauthorised heating appliances shall be used on the premises.
- e) All portable electrical equipment brought into the building must be in a good, safe and operational condition and have a current certificate to prove it has been tested to the latest Portable Appliance Testing Standards and the appropriate certificated sticker clearly displayed on the item. The Association disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply.
- f) A public use defibrillator is located on the external wall of the Centre. There is no expectation on the staff to use this unless they choose to do so as a member of the public.
- g) The Committee reserves all catering rights. Permission must be sought for outside caterers/groups to provide refreshments. The hirer shall, if preparing, serving or selling food,

observe all the relevant 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 Safety (Temperature Control) Regulations 1995. No refreshments may be taken in to the Sports Hall.

- h) The Committee reserve the right to terminate any Affiliated, Regular or Dedicated User Agreement with 3 months' Notice (1 month for Agreements of less than 1 year) in the event of unauthorised changes of hiring use. Any dishonest, destructive, dangerous or disgraceful conduct by the hirer or his/her activity will result in immediate termination. In this event, the Committee will refund to the Hirer such monies as may have been paid by the Hirer to the CCA, for any period beyond the new date of termination, but no further monies will be paid for any actual or presumed loss of trading profit or any other cause.
- i) The heating, lighting and ventilation will always remain under the control of the CM.
- j) Public Entertainments – All conditions attached to the granting of a Public Entertainment must be observed. Performances involving danger or potential danger to any person are strictly forbidden. Further details available from the CCA office staff (See hirer's responsibilities).
- k) Lost or Damaged Property – The CCA accept no responsibility for damage to, loss or theft of any property/ goods left on the premises, grounds or CCA Car Park .
- l) CCA Car Park – The CCA accepts no responsibility for loss, damage or theft to property/vehicle(s) in the CCA Car Park. (The main car park does not form part of the Community Centre. It is owned and operated by Fareham Borough Council).
- m) Admission – Any Trustee of the Charity or the CM shall always have to right of admission without notice.
- n) Abuse – Any person verbally/physically abusing the CCA staff or involved in unacceptable behaviour of any kind will be asked to leave the Centre immediately and police support will be sought if required.
- o) CCTV – CCTV is currently in use in the Centre and if necessary passed to the police to aid with their enquiries.

7. Hirer's Responsibilities

- a) The Hirer, or his/her appointed person in charge of the activity, shall not be under 18 years of age, and shall be on the premises for the entire period of hire and is responsible for the safety, behaviour and welfare of each member of their group. An attendance register should be kept so in the case of an emergency/fire evacuation the hirer can confirm to a member of the CCA staff that all of their group are outside of the building. The hirer should have an emergency contact number of each member of their group. Each group shall carry out a risk assessment on how it would deal with the individual needs of their group in the case of an emergency. All hirers should be aware of the evacuation route and procedure from the room of hire.
- b) Each group shall have a First Aider and their own First Aid box to administer First Aid, if required by their group. If necessary, the CCA can make a 999 call on behalf of the hirer but the hirer or a member of their group must speak to the 999 Triage service with details of what has happened

etc. There is a Public Automated External Defibrillator for a cardiac arrest is situated on the external wall of the Centre near the tennis courts if such an emergency occurs.

- c) Occasional bookings require a 25% non-returnable deposit and the balance must be paid in full at least 14 days before the date of the booking. A damage deposit must also be paid of a suitable amount depending on the event/function which will be returned immediately after the booking if no damage has occurred.
- d) Regular bookings are subject to the CCA's Cancellation Policy which is detailed on the Hiring Agreement.
- e) Public Entertainments including Stage Plays/Public Dancing/Music/Discos etc – Any Public Entertainment must have stewards situated near each Emergency Exit and be aware of where firefighting equipment is sited. However the main priority is to ensure their group leave the building by the closest exit. Hirings, involving the General Public must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Regulatory Authorities and the Magistrate's Court.
- f) The Hirer is responsible to obtain, seek permission from the CM to apply for, and give copies to the CM of any special licences they require (eg) a Temporary Event Notice to sell alcohol and food health regulations.
- g) The hirer shall not use the premises for any other purpose other than described on the Hiring Agreement and shall not sub-hire or use the Centre for any unlawful purpose.
- h) The CCA covers its own third party liability and the policy is available for inspection. Hirers must have their own liability insurances for their activity and anyone carrying out any sort of instruction as part of their activity must have public liability cover for £10,000,000.
- i) The Hirer shall be liable and indemnify the Committee for the cost of repair or any damage including accidental and malicious damage done to any part of the Centre, including the curtilage thereof, or the contents of the building which may occur during the period of hiring or as a result of the hiring. The hirer shall be liable for all claims, losses, damages and costs against or incurred by the Association, the Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer.
- j) The hirer shall ensure that the minimum of noise is made on arrival and departure.
- k) The Hirer shall ensure no dogs, except guide dogs, are brought on to the premises, unless specifically authorised in advance by the CM.
- l) At the end of the hiring, the hirer shall be responsible for leaving the premises and surrounds in a safe, clean and tidy condition, properly locked and secured as found on entry, unless otherwise directed by the CCA staff. Any CCA equipment/property damaged, lost or removed will be charged to the Hirer accordingly.
- m) The Hirer shall ensure that any activities for children under 8 years of age comply with the current Children's Act legislation. All Hirers and their staff/representatives with under 18's or Vulnerable Adults in their group must provide proof that they have undertaken a recent Disclosure Check (DBS). In addition, a copy of their Child Protection Policy should be submitted to the CCA. The CCA has a Child Protection Policy in force.

- n) First Floor Rooms – It is the hirer's responsibility to ensure that the room hired is suitable for all persons attending their function. Access to the first floor rooms is by stairs only.
- o) The Hirer is expected to have control of any people attending his/her function or event. Unruly groups or members of the public will not be tolerated, nor will interference with other groups or individual using the premises and may result in immediate termination of hiring.
- p) The CCA staff must be treated with courtesy and respect at all times. Abuse of any nature whether verbal or physical will not be tolerated. Any abuser will be asked to leave the Centre immediately and if necessary the police will be asked to attend.
- q) All goods and property of the Hirer in non-dedicated rooms shall be removed immediately following the period of hire. Rooms should be left as they are found with all litter placed in the litter bin provided. Any additional litter should be taken away by the Hirer. Recycling bins are available in the adjacent FBC car park.
- r) Private parties/dances/discos – Stewards must be in attendance in the Centre Foyer at all times to control entrance to the function. The stewards are required to keep order and ensure that no unauthorised alcoholic beverages are brought onto the premises.
- s) Shoes of a non-marking sole variety are the only items of footwear allowed inside the sports hall. No drinks are allowed within the sports hall.
- t) Hirers and organisers of events in the Community Centre are responsible for ensuring that the noise level of their activities is not such as to interfere with other activities within the building, nor to cause inconvenience for the occupiers of nearby houses and property.

8. Set-up and Clear-Up Time

The hirer only has access to the facility booked as per their hiring agreement. Set up and clear up time must be considered when making a booking so it can be included on the hiring agreement and paid for accordingly. It is the hirer's responsibility to ensure that their participants are aware of the commencement and finishing times of the activity.

9. Intoxicating Liquor and Drugs

- a) No alcohol is permitted to be brought, sold or consumed on any part of the premises without the express permission of the CM, whose consent must be also obtained prior to seeking a Temporary Event Notice. All illegal drugs are banned from the Centre.
- b) Except for private functions, eg weddings, Junior members and children are not allowed in any part of the premises where a 'Bar' has been established and alcoholic beverages are being served.

10. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

11. Recorded Music Licence

It is the responsibility of the Hirer for any group which uses recorded music in its activities to check if it requires a licence for Phonographic Performances Ltd (PPL) or Public Recording Society (PRS) or to obtain one as necessary.

12. Use of Centre Equipment

Whilst free loan of Centre items to Hirers where available remains Centre policy (eg) sports equipment, where it becomes apparent that this facility is being abused, it will be at the Centre Manager's discretion to require a deposit to be held against the safe and prompt return of items or to cease use of such items forthwith.

13. Storage

The permission of the CM must be obtained before goods or equipment are left or stored at the Centre. Charges are made for long term storage. All items left in the Centre are left at the Hirer's own risk and the CCA will not accept any responsibility for any damage/ losses that may occur.

14. Loss of Property

No liability is accepted for damage to, or loss of Centre users' property or effects.

15. Smoking Policy

Smoking and vaping are strictly prohibited within all areas under CCA's control. This includes outside areas such as the central garden and enclosed alleys or roofed areas.

16. Cancellation Policy

A cancellation policy exists with financial liabilities depending on the time given for cancellation. A copy of this policy is on the reverse of all Hiring Agreements.

17. Amendments

These General Rules are subject to change by the Management Committee, if deemed necessary, to ensure the satisfactory operation of the Centre.