



**Downley
Community Centre**

Downley Community Centre

Regular Hirer Contract pack

Term & conditions of hire

Floor plan and fire exits

Frequently asked questions

Location map

Issued by Downley Old School Community Association

Registered charity 1108347

Email: bookings@downleycommunityassociation

Phone: 07580 953181

Regular hirer booking form Aug21
website www.downley.org (see tab for Community Centre). You can withdraw or change your consent at any time by contacting THE COMMITTEE on bookings@downleycommunitycentre.org.uk

STANDARD CONDITIONS OF HIRE

(Regular Hirer Version Revised July 2021)

N.B. The "COMMITTEE" refers to the Downley Old School Community Association Management Committee

1. RESTRICTIONS ON USE OF PREMISES

THE HIRER shall not use the premises for any unlawful purpose or in any unlawful way nor do anything on or bring on to the premises anything, which may endanger the same or any Insurance Policy in respect thereof. THE HIRER shall ensure that all those using the premises conduct themselves responsibly when inside or outside the building with respect to the proper purpose of the premises, other users of the premises, the village precincts and residents living nearby. THE HIRER shall ensure that neither they nor any of their visitors or guests cause any nuisance to the owners or occupiers of adjoining or neighbouring properties in any way. In particular the use of discotheques or amplified music after 10pm is expressly prohibited. THE HIRER shall ensure that all precautions are taken to prevent the occurrence of a fire due to any item(s) brought into the building, or onto the premises, as a result of the booking. Under no circumstances may inflammable liquids or gases be brought onto the premises. THE HIRER is responsible for ensuring that fire exits from the premises are left clear and unbolted at all times during the period of the booking, and on leaving the premises the door bolts are secured. THE HIRER is reminded that THE COMMITTEE operates a NO SMOKING Policy throughout the premises.

2. SUPERVISION

THE HIRER shall, during the period of the Hiring, be responsible for the supervision of the premises and the contents. THE HIRER shall also be responsible for the behaviour of all persons entering using the premises whatever their capacity.

3. HEALTH & SAFETY

THE HIRER is responsible for undertaking sufficient risk assessments for their activities on the premises and the provision of adequate first aid personnel and equipment in the event of any accidents. This is particularly important when THE HIRER intends to use a barbecue (BBQ) on the hard standing outside the building. Further details on conditions relating to the setting-up and use of BBQs on the premises are specified in The Downley Community Centre publication entitled Health & Safety – Guidelines, Procedures and Standing Instructions (Revised April, 2012)

4. FIRE PROCEDURES

THE HIRER is deemed to be the fire warden whilst on the premises and as such is responsible for familiarising themselves with the emergency exits, the designated escape routes and evacuation assembly areas, and with the areas they are hiring and to ensure that all members of their group are aware of the fire emergency procedures.

5. ACCIDENTS AND DAMAGE

THE COMMITTEE must be advised immediately of any accident involving injury to any person or damage to property arising out of the hire of the premises.

6. SUB-LETTING

THE HIRER shall not sub-let the premises nor any part thereof nor assign their rights as User.

7. INDEMNITY OF THE COMMITTEE

- (a) THE HIRER shall indemnify THE COMMITTEE against all claims in respect of any loss, damage, injury or death to persons which may be caused by THE HIRER, his servants, agents, workmen, sub-contractors or any other person whose presence arises out of or is incidental to the Hire of the premises.
- (b) THE HIRER shall be liable for the cost of repair or replacement to any item, including keys, lost or damaged by THE HIRER during the period of hire.
- (c) Where the hire agreement envisages the hire or loan of property to be taken off premises, THE HIRER shall fully indemnify THE COMMITTEE against any loss or damage that may arise, as if the property were located within the premises.

8. ACCESS TO PREMISES

THE BOOKING MANAGER may, in certain circumstances, instruct THE HIRER to make use of any key left for

them, in the Keysafe, to gain access to the premises. In this case, the key must be returned immediately to the keysafe after access has been gained. Furthermore, THE HIRER must lock the premises on departure when there are no other hirers present, unless a key handover to the next HIRER has been specifically AGREED.

9. CLEAN CONDITION ETC. ON VACATING ROOMS

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THE HIRER shall, at the end of the period of Hire, remove from the premises all goods, articles and equipment that THE HIRER has brought on to the premises. Additionally, food waste and refuse generated in the Kitchen, and soiled nappies and other sanitary refuse resulting from use of the baby-changing facility in the Disabled Toilet, must be removed, by THE HIRER, from the Community Centre premises. THE HIRER shall also replace in their usual positions any chairs, tables and equipment being the property of THE COMMITTEE, used or moved during the period of Hire. THE HIRER shall be responsible for leaving the premises clean and free from litter, all windows closed, all lights, wall heaters, water heaters and taps turned off and the doors properly secured on leaving, failure, to do so could result in a charge being levied on THE HIRER as compensation to THE COMMITTEE and be deducted from the surety initially deposited (see clause 12). After a jumble sale THE HIRER shall ensure that all items remaining and packing materials are taken completely away from the premises and NOT left in or outside the premises. THE HIRER shall ensure that all their litter/rubbish is removed from the premises.

10.PERIOD OF HIRE

- (a) Rooms in the building are for hire for periods between 09.00am and 10.00pm daily except when the building is being used as a Polling Station when special opening and closing hours apply.
- (b) THE HIRER shall confine him/herself and party to the rooms and facilities described in the HIRE AGREEMENT. THE COMMITTEE reserves the right to charge at the agreed tariff rates for any other facilities should THE HIRER make use of them during the period of hire.
- (c) Where THE HIRER wishes to extend the hire period set out in the HIRE AGREEMENT, THE COMMITTEE will use its best endeavours to accommodate the new period. Where this request is made after the commencement of hire period, THE HIRER will be charged the cost of the additional period together with any additional cost incurred (by the Caretaker) directly as a result of the hire period being amended or extended.

11.RATES OF HIRE

THE COMMITTEE reserves the right to review its rates of hire from time to time and increase or decrease rates for future bookings.

12.INVOICING, PAYMENT AND SURETY

- (a) Block bookings will be invoiced monthly or as otherwise agreed with THE HIRER
 - (b) Payment of invoices for block bookings must be made by THE HIRER within 14 days of issue. Bank payments may be made to the account quoted on the front of the booking form or cheques must be made payable to THE DOWNLEY OLD SCHOOL COMMUNITY ASSOCIATION.
- A surety payment must also be made to cover any damage or extra costs incurred by DOSCA as a result of any action by the hirer that is in breach of the hire contract. (see clause 9). This payment will be returned to the hirer at the end of the hire period once the premises have been checked and provided that the hirer has complied fully with the terms of the hire agreement.

13. CHANGEOVER

All hirers must note that any set up and set down time must be included in the booked period and must observe prompt arrival and departure times in order to respect any preceding or following bookings. THE COMMITTEE reserves the right to charge for any additional time taken should a HIRER fail to adhere to these guidelines.

14.BOOKINGS

THE HIRER must make bookings on an official booking form and there must be at least 5 working days between a request and the hire date. A booking will be secure only when confirmed by THE BOOKINGS MANAGER, and, after receipt of the appropriate forms and payment from THE HIRER. The booking process may be accomplished by e-mail.

16. CANCELLATION OF HIRING

THE COMMITTEE reserves the right to cancel a hiring:

- (a) In the event of the building becoming unfit for use or being required by a statutory body e.g. for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case THE HIRER shall be entitled solely to a refund of any moneys already paid.
- (b) In the event of non-compliance with any of the Conditions of Hire or Hire Agreement by THE HIRER or any persons for whom he is responsible under condition 2, in which case THE COMMITTEE shall not be liable to

make any refund of moneys paid, or any other compensation whatsoever.

(c) In the event of severe weather preventing vehicular and pedestrian access to the Community Centre, in which case THE COMMITTEE will endeavour to give HIRERS early notice of the building closure. THE HIRER shall be entitled to a refund of any hire charge already paid.

17.CANCELLATION BY THE HIRER

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The HIRER shall notify THE BOOKING MANAGER in writing of an intention to cancel the Block Booking Agreement to HIRE. THE COMMITTEE reserves the right to make a percentage charge of the hire fee should that notification be received 28 days or less prior to the commencing date of Hire according to the following scale:

(i) Half of the Hire Fee for cancellations made between 28 and 7 days prior to the date of Hire. (ii) Three quarters of the Hire Fee for cancellations made 7 days or less prior to the date of Hire. Should THE HIRER be required to cancel a single event in their block booking at short notice (24 hours or less before the hiring event), due to unforeseen circumstances, THE HIRER is to notify the Community Centre Caretaker and the BOOKING MANAGER by telephone of the cancellation. By taking this action the HIRER may be eligible for a refund of the hire charge for the cancelled date, or it may be transferred to cover the cost of the hire for an alternative date arranged by THE HIRER with the BOOKING MANAGER.

18. STORAGE AREA

At the discretion of THE COMMITTEE, HIRERS may be allocated cupboards in the Community Centre or space in the outside Store Shed for the storage of items used by them on a regular basis. THE COMMITTEE reserves the right, however, to require THE HIRER to empty their dedicated storage area, for whatever reason, given 14 days written notice. Should THE HIRER fail to comply with this notice, THE COMMITTEE will authorise the removal of the stored contents and arrange for their disposal without further notice.

As the Community Centre and the outside storage shed are connected to a security alarm system which is active when the Centre is unoccupied, the Store Shed cannot be accessed without setting of the alarm at these times. Should the Police respond to the alarm set-off by THE HIRER's attempt to access the shed or premises whilst it is unoccupied, THE HIRER will be required to cover any cost thereby incurred..

19.LIABILITY FOR LOSS OR DAMAGE OF PROPERTY

THE COMMITTEE, its servants, agents and employees shall not be liable for loss, damage, however caused, or theft of/from any vehicle, equipment or personal effects brought on or left on the premises by or by any person acting on their behalf.

20.LICENCES & ROYALTIES

THE HIRER shall be responsible for obtaining any licences that may be required by law, e.g. for the sale and/or the consumption of alcoholic liquor or public performance of any copyrighted material whilst on the premises.

22.USE OF ELECTRICAL APPLIANCES

THE HIRER shall ensure that any electrical appliances brought by them on to the premises and used there shall be safe and in good working order and be used in a safe manner. THE COMMITTEE may, at its discretion, require THE HIRER to show evidence, of the equipment's safety, in the form of a valid current portable appliance test label/certificate.

23.CHILDREN UNDER 8 years OF AGE

THE HIRER shall ensure that any activities for children under eight years of age shall comply with the current legislation in force and that only fit and proper persons have access to the children.

24.RIGHT OF ENTRY

THE COMMITTEE reserves the right to enter the premises without notice at any time during any hiring period for the purpose of examining the premises.

25.FORCE MAJEURE

If, for any period during which the premises are in Hire to THE HIRER, they are not capable of being used for the purposes stated in the Agreement to Hire due to any cause beyond the reasonable control of THE COMMITTEE, then THE COMMITTEE will repay any monies already paid, in respect of the Hire period, and THE COMMITTEE will be under no other liability whatsoever.

26.SALES

Any function involving the sale of goods of any description shall be conducted in accordance with the current fair

trading laws and regulations.

27.CAPACITY OF PREMISES

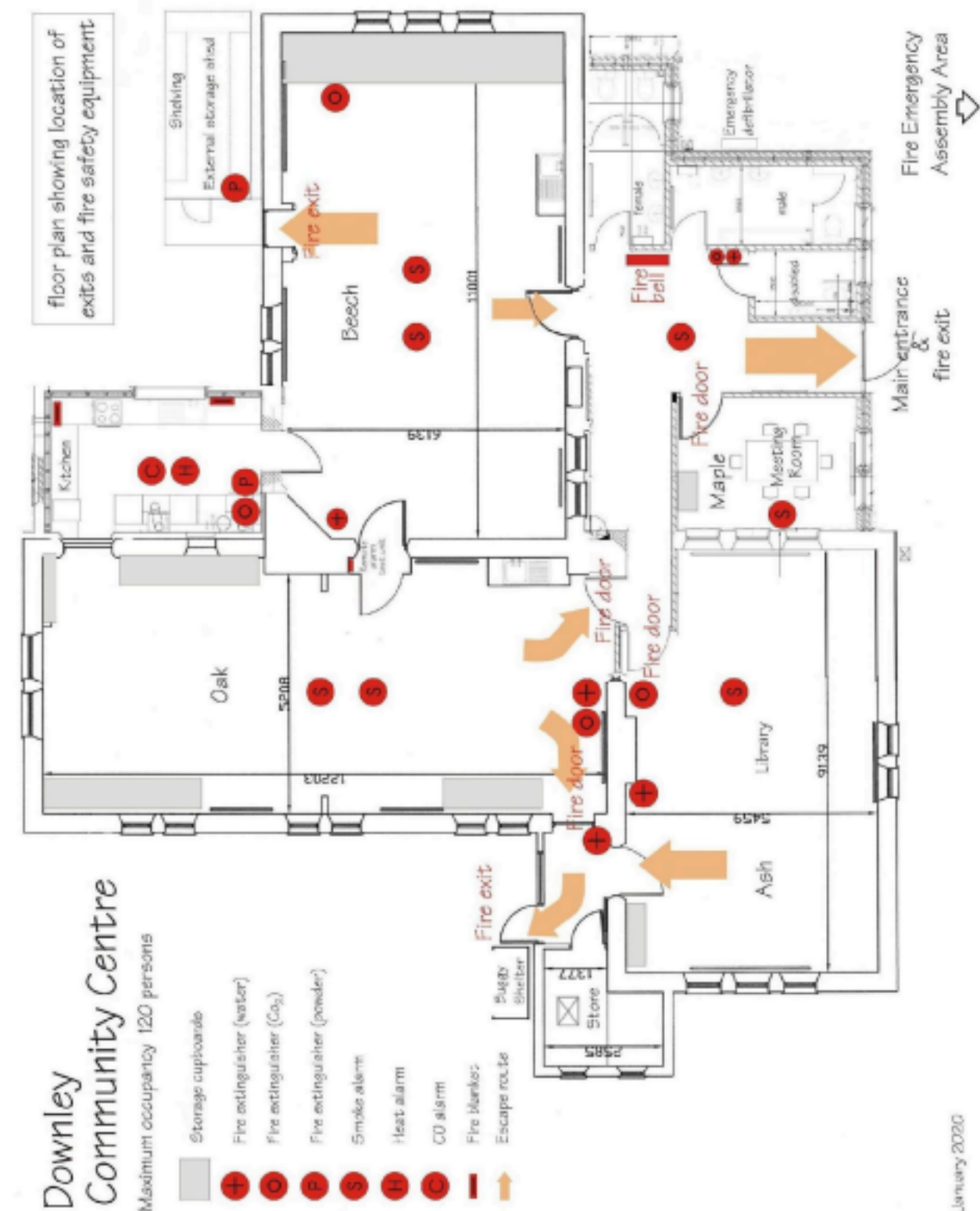
THE HIRER shall ensure that the number of persons on the whole of the premises during the period of Hire shall not exceed one hundred and twenty (120). The capacity of each room in the Centre is as follows, Beech 60, Oak 40, Ash (the Library) 12 and Maple 8.

28.CHANGES TO HIRE CONDITIONS AND HIRE CHARGES

THE COMMITTEE reserves the right to amend these conditions of hire and hire charges without prior notice. **29. MEMBERSHIP –**

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Regular HIRERS are required to be members of the Downley Old School Community Association. For organisations, the organisation is the member and representative contact details will also be maintained on the register .On completion of the hiring form, the HIRER will be provided with a membership number providing entitlement to attend the AGM and any formal member functions or meetings. If the regular hire ceases for a period of 6 months, you will no longer be deemed a member, unless the cessation of hire has been caused by temporary closure of the centre for this period of time.



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Frequently Asked Questions

How many people does the hall accommodate?

120 split across 4 different rooms: Beech (60), Oak (40), Ash (12) and Maple (8). The Centre is fully disabled friendly. Only guide dogs are permitted on site with their owners.

What catering facilities are available?

A modern kitchen, complete with full-height fridge, microwave and a cooking range is available which is accessible from Beech. This may be pre-booked at extra cost. For light refreshments, kitchenettes are included in the hire of Oak and also a fridge and microwave oven in Beech. Cups and saucers for up to 70 guests are available. No bar facility.

Can I view the hall before booking?

Of course. Just arrange this with the bookings manager who will know when the rooms are unoccupied and free to visit.

Does my hire fee include anything else?

The centre has its own Wi-Fi zone with internet connection. A 6ft x 6ft wall-mounted projector screen is provided in Oak and we have a portable tripod projector screen and a full height flip chart stand available upon request.

Free car parking for up to 26 vehicles. 19 oblong tables, measuring 1830 x 740mm, and approximately 80 chairs are provided but must be left as found on exiting the Centre. The hirer is responsible for all equipment as stated in the Conditions of Hire.

Can I also use the grass lawn?

Yes for play and games and is included with all bookings for Beech and Oak rooms.

If hired whilst the Community library is open, the main gate must remain open. (Mon 10am-12pm, Thurs 3-5pm and Sat 10am-12pm). BBQs maybe used if specified with a named user at time of booking. The caretaker will instruct the hirer on safety issues at commencement of the hire.

Are bouncy castles allowed?

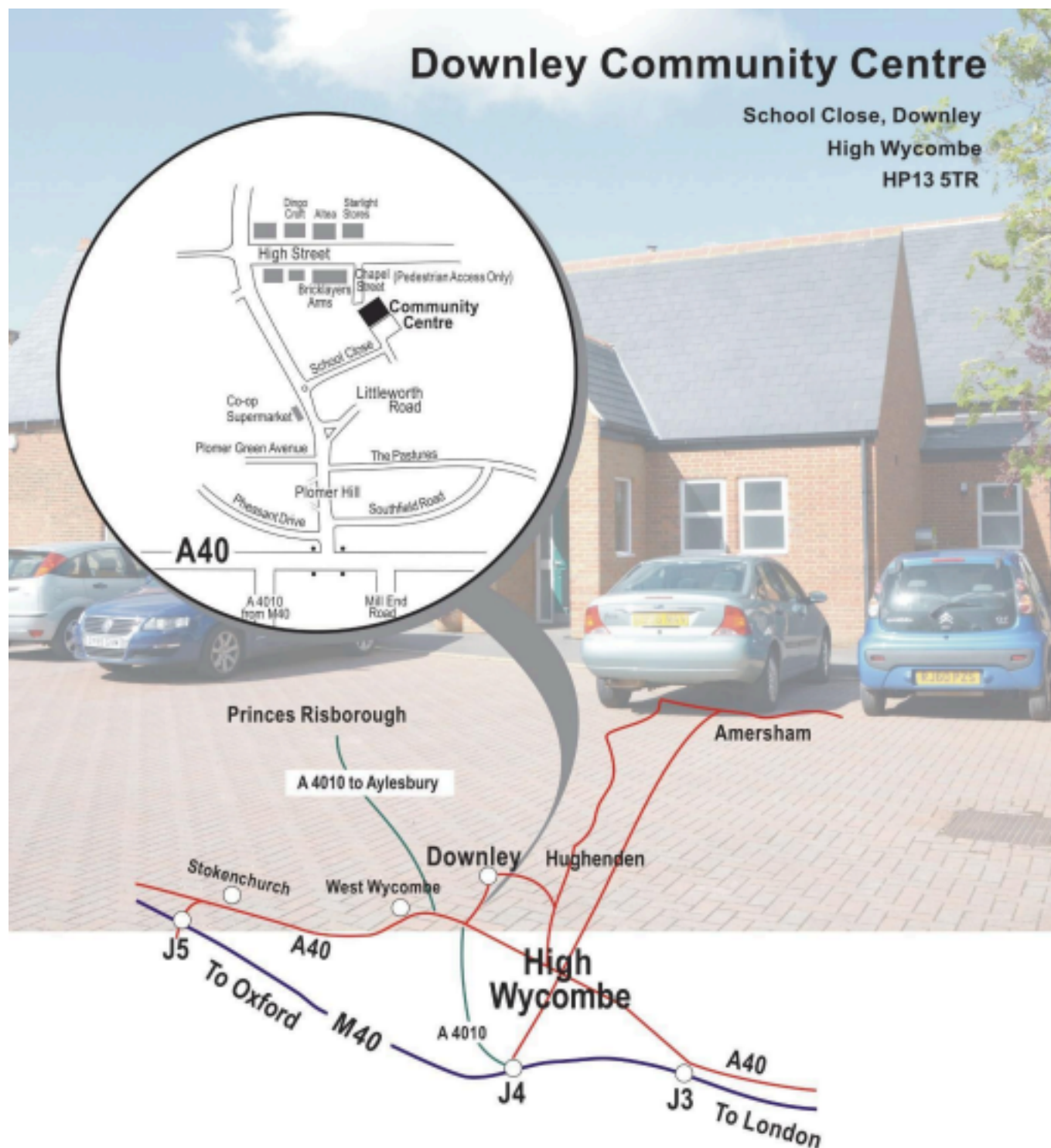
Yes, both inside and outside the building, subject to size restrictions and liability insurance. Details on request. You must inform us if you intend to bring one yourself. Provided it meets current safety standards we will instruct you where to connect up. The height of the Beech room ceiling is 3.25m.

When can I gain access for setting up?

All setup, breakdown and deliveries must be on the day of your event and included in your overall pre-booked hire time as agreed in advance with the Bookings Manager.

Downley Community Centre

School Close, Downley
High Wycombe
HP13 5TR



From London

Exit M40 motorway at Junction 4, and follow A4010 (Aylesbury). At the fourth roundabout (2 miles) take the right fork signposted Downley Town Centre. This will come to a T junction as it joins the A40. Turn left towards West Wycombe and then immediately right up Plomer Hill at traffic lights, signposted Downley.

Proceed 1/2 mile up Plomer Hill, bear left past the Co-op supermarket and take next right at roundabout into School Close. At T junction turn left and proceed through gates to the old Victorian building. Parking is available at the front of the building.

From Oxford

Exit M40 at Junction 5, and follow A40 towards High Wycombe through the villages of Stokenchurch and West Wycombe (5 miles). Shortly after a roundabout you will reach traffic lights. Turn left up Plomer Hill, signposted Downley.

Proceed 1/2 mile up Plomer Hill, bear left past Morrison's supermarket and take next right at roundabout into School Close. At T junction turn left and proceed through gates to the old Victorian building. Parking is available at the front of the building.

November 2018

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