

Tarporley and District Community Centre and Recreation Ground

Charitable Incorporated Organisation no: 1194629

Terms & Conditions for Hire and Use of the facilities

Revision 9. Dated 5th June 2022

To contact the Trustees email tarporley@community-space.org or in case of emergency phone 01829 700585

Definitions

Throughout these Terms and Conditions the following words and expressions mean

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| <u>Tarporley Community Centre</u> or TCC | - Tarporley and District Community Centre and Recreation Ground CIO registered no 1194629 |
| <u>Trustees</u> | - The Trustees of the TCC responsible for the maintenance and the day-to-day operation of the of the facilities |
| <u>Website</u> | - The TCC's website containing guidance and forms to be completed by potential hirers of rooms or the recreation ground at the Centre |

Terms of Hire

1. Bookings and reservations

The Website enables the Hirer to make a provisional reservation for an Event(s). Additional information such as supervision arrangements, insurance details, CRB clearances, ADIPs certificates and food and hygiene certificates will be requested. When this has been received and checked, and the payment received, the reservation will be upgraded to a firm booking. The Website will send you email reminders of what is required. If the requested information and payment is not received within a reasonable time before the Event, the provisional reservation will be cancelled. The minimum booking period for all our rooms is 1 hour.

2. Payment

Bookings may be made and paid for by debit card or credit card on the website at the time of booking. If the organisers of the Event cannot pay on-line, they may contact the Trustees by email and request the booking to be made on their behalf. They will subsequently be invoiced by email and can pay by cheque or BACS.

Account users do not pay on-line but are invoiced monthly. However, they are expected to conform with the TCC's Credit control and payment terms and conditions, which require payment to be received within 30 days of the invoice date. Should an Account User fail to pay their invoice within their payment terms without providing a good reason then their Account User Status will be revoked.

Cheques should be made payable to Tarporley & District Community Centre and posted to the Treasurer c/o Tarporley Community Centre, High St, Tarporley, CW6 0AY or payment can be made by BACs as follows: Virgin Money (Clydesdale Bank) : Sort Code 82-11-07 Account Number 40201809 Account Name Tarporley & District Community Centre & Recreation Ground CIO. Please quote your invoice number when making payment.

3. Account User Status

Hirers who have booked events regularly over a period of time, paid in full and adhered to the conditions of hire may be offered Account User status and a discount in the room charges. Such Hirers are subject only to annual checks on insurance etc., can make firm bookings, and are invoiced monthly, in arrears by the Treasurer. They also have access to a much longer calendar but must only book their pre-agreed room, days and times. Bookings for other days and times may be available but must first be agreed with the Trustees.

4. Event supervision requirements

A minimum of one supervisor over the age of 25 is required for each 50 persons attending an Event [or part thereof]. For events involving a majority of children, young persons or vulnerable adults, carers must be present or the above minimum requirements will be increased by one person.

The Trustees will not allow any social event such as a party, when it involves teenagers or young persons and they are not accompanied by their parents.

With the exception of regular events for which the Trustees has given consent, entrance to all Events must be controlled at the door and strictly limited to individuals with written invitations or tickets.

5. Set up time, over-running of hire period

The Hirer may enter the Community Centre before the event start time, provided this does not interfere with other Events in progress. Similarly, the Hirer may remain after the event finish time, provided this does not interfere with other Events in progress or extend beyond the licensed closing time. To guarantee set up and clear away time the additional time must be booked and paid for at the full rate.

6. Cancellation by the Hirer

If the Hirer cancels for any reason without giving the Trustees a minimum of 24 hours notice before the event date and time the hire fee shall be payable.

7. Cancellation by the Trustees

The Trustees reserve the right to cancel the hiring in the event of:

- the premises being required for use as a Polling Station for an election or by-election
- the Government, Local Authority or Parish Council request the use of the premises as an Emergency Rest Centre for disaster survivors or evacuees.

- the Government or Local Authority advises that the Centre be closed on grounds of public health or emergency.
- the premises becoming unfit or unsafe for the use intended by the Hirer
- urgent maintenance is required
- the field being water logged

The Hirer shall be entitled to a refund of any fee already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

8. Security of keys

Loss of a key to the main entrance door means that all the issued keys and the lock must be replaced by the Trustees at a cost of approx. £1000, to satisfy insurance requirements.

A charge of £50 will be levied for each key not returned (regardless of which room it is for). Arrangements for key issue will be advised by the Trustees following completion of the booking. Keys must be returned to the secure key drop in the front door immediately after the end of the Event. They must not be placed in the outside letterbox.

9. Licensing Act 2003 – Cheshire West and Chester Premises Licence No: 22/PREM/8

Tarporley & District Community Centre is licenced for the following activities: exhibition of film, performance of a play, entertainment of a similar description, recorded music, live music and performance of dance. These activities are permitted indoors during the opening hours which are 0900 to midnight Monday to Saturday and 0900 to 2230 on Sunday.

Some forms of gaming such as bingo or race nights are allowed but it is the responsibility of the Hirer to ensure that the Event conforms with the Gambling Act 2005.

10. Sale or consumption of alcoholic beverages and illegal drugs

Tarporley & District Community Centre does NOT have a licence to sell alcohol on the premises.

A limited number of Temporary Event Notices (TENs) are approved each year by Cheshire West and Chester Council to allow Hirers to sell alcoholic drinks in the Community Centre. However, all of these TENs are used by local charities and organisations and approval must first be obtained from the Trustees before an application is made to the Council.

For the avoidance of doubt note that a Personal Licence such as is held by a Barman is NOT a substitute for a Temporary Event Notice. If the Hirer wishes to sell alcohol, the Trustees must be contacted a reservation is made. If the Hirer applies for or obtains a Temporary Event Notice without the Trustees consent, the reservation will be cancelled.

In the absence of a Temporary Event Notice, alcoholic beverages must only be consumed by persons who bring their own supplies to the event (so called “bring your own” basis).

11. Music license

The Tarporley Community Centre has a PRS for Music licence (protecting songwriters, composers & publishers) and a PPL licence (protecting record companies and performers) which together permit the playing & performance of copyright music in the building. Hirers performing plays must obtain a performing rights licence for each play. Hirers showing films must obtain a Single Title Screening Licence for each film.

12. Public Liability Insurance required by Hirer

The Trustees are responsible for providing a safe place and a safe field to hold events and has arranged £5 million of Public Liability Insurance which indemnifies the Trustees in the event of a claim for damages arising from the Trustees negligence.

The Hirer is responsible for the safety of all persons present at the event, including organisers, performers, and the public. The Hirer shall have in force at the date and time of the event, Public Liability Insurance which indemnifies the Hirer and the Trustees in the event of a claim for damages arising from the Event.

The Hirer as named in the PLI Insurance Certificate shall be present at the event. The Hirer shall ensure that all sub hirers (examples being bands, performers, acts and caterers) have in force at the date and time of the event, Public Liability Insurance which indemnifies the Hirer and the Trustees in the event of a claim for damages arising from the Event. The sub hirers named in the PLI Insurance Certificates must be present at the event.

The Trustees will provide £5M of public liability insurance to Hirers who are charitable organisations, voluntary organisations, not for profit groups and individuals, who otherwise have no cover. This is provided as an extension to the Community Centre's insurance and is at no cost to the Hirer. Please contact the Trustees for details of the policy extension and the activities covered.

13. Play Devices including Bouncy Castles

Trampolines are not allowed in any room and due to height constraints, bouncy castles may only be hired for use in the Main hall.

In the case of play devices, which include bouncy castles, the provider of the device must have at least £5 million of Public Liability Insurance (PLI) and the device must be certified under an appropriate scheme. The schemes which are recognised by the Trustees are PIPA, ADIPS and RPII and any inflatable device which is more than 12 months old, must carry an appropriate certificate. The safety certificate details must be entered on-line on our booking website prior to confirmation of the booking.

Please be aware that most PLI covers the equipment provider for claims arising as a result of faulty or unsafe or improper set-up of the equipment or otherwise by negligence by the Provider. It does not extend to cover the Hirer against injury, damage or loss caused through the Hirer's negligence or unauthorised alteration of any equipment once delivered or installed or through normal use when accidents might occur.

14. Protection of children, young persons and vulnerable adults

Safeguarding children, young people, and adults at risk

The Hirer 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, the Hirer must provide the Trustees with a copy of its Safeguarding Policy and evidence that all relevant checks have been made 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 to the appropriate authorities.

This does not apply to private functions. Please see TCC's Safeguarding policy

<http://www.tarporleycc.co.uk/Certs/Safeguarding%20Policy.pdf>

15. Catering requirements

If the Hirer is serving cooked food to the public, the Hirer must have at least one Food & Hygiene qualified person supervising all stages of the preparation.

If a commercial caterer is being used, they must have Public Liability Insurance, with a minimum limit of at least £5m and the staff must have food and hygiene certificates.

The serving of tea, coffee, cold drinks & biscuits is excluded from these requirements but good hygiene practice must be followed.

Terms of Use

16. Fire safety and reporting of fires

The Hirer is responsible for the safety of the public attending the Event and informing all present of the action to be taken in the event of fire or the fire alarms sounding. The Hirer shall be familiar with the location of emergency exits, fire extinguishers and fire alarm manual call points. The Hirer shall ensure that emergency exit routes are accessible and free from obstruction and that fire doors are not left wedged open.

For larger events it is recommended that the Hirer appoints one or more fire marshals responsible for evacuation of all persons in the building. In case of fire or the alarm sounding activate a manual call point, evacuate all persons from the building, call the emergency services and report what has happened. Details for calling the emergency services are given on notices posted in the main foyer and the Craven Room east vestibule. The Hirer (and fire marshals) are responsible for making sure that everybody leaves the building and must either perform a roll call or check all areas in use including toilets, kitchens etc., If users are present in other areas of the building they must also be evacuated.

The Trustees must be informed using the emergency contact number 01829 700575 and the incident reported in one or other of the Fire Report books located in wall mounted boxes in the main hall kitchen and Craven Room kitchen

The Hirer and fire marshals may, if they consider it safe to do so, re-enter the building to check for a source of fire. The fire alarm control panels are located in the main hall foyer and the Craven Room east vestibule and are accompanied by zone maps and silencing instructions. If no source is found the organisers may break the glass on the box adjacent to the control box and silence the alarm. The control panel cannot be reset until the activation cause has been found and the Trustees will arrange for a competent person to attend. If the event organisers are convinced that the alarm is false, they may then permit users to re-enter but a fire watch must be kept in all parts of the building.

No flammable or explosive substances such as candles, fireworks, theatrical smoke generators or LPG cylinders shall be brought into, stored or used on the premises. No combustible materials (including decorations) shall be erected or stored near lighting fittings or sources of heat.

17 Accidents and injuries and requirements for reporting

In case of injury First Aid boxes are located in the main kitchen, the Arthur Meredith Room kitchen and the Craven Room kitchen. They are regularly checked and replenished by the Trustees. The Trustees must be informed of accidents and injuries using the emergency contact number 01829 700575 and the details entered in one or other of the ROSPA

accident log books located in wall mounted boxes in the main hall kitchen and Craven Room kitchen. If the emergency services are required details for contacting them are given on notices posted in the main foyer the Arthur Meredith room kitchen and the Craven Room east vestibule. If the accident or injury is serious then it must be reported in accordance with RIDDOR regulations, details are given in the H&S policy displayed in the main hall kitchen and the Craven Room east vestibule. The reports are made on line at: <https://notifications.hse.gov.uk/riddorforms/Injury>

18 Salting of access routes in frosty weather

Under freezing conditions the Parish Council applies salt to the approaches to the front door, the approaches to the Craven Room door, the Arthur Meredith Room external steps, the car park, the steps down to the field and the field path. The Parish Council salting is performed at 0700 and as conditions can change, The Hirer must check the areas listed are safe and apply additional salt as required. A supply of salt is kept in the yellow bin positioned against the outside north wall of the building. A hand shovel is kept in this bin. The salt bin is replenished by the Trustees.

19. Use and Care of the premises, Wi-Fi service

The Hirer shall not use the premises for any purpose other than that described in the website application, shall not sub-hire the premises, or allow the premises to be used for any unlawful purpose. The Hirer is responsible for care of the premises, fixtures, fittings and contents and shall make good or pay for all damage, including wilful or accidental damage or losses.

If requested, the Hirer will be provided with the access codes for the free Wi-Fi service. The service must not be used for any unlawful, libellous, harmful or obscene purpose or in breach of GDPR regulations. This code must not be shared without the express permission of the Trustees.

20. The Stage

The Main Hall stage is for the sole use of performers and speakers. Members of the public attending the Event are not permitted to access the stage and the Trustees will not be held responsible for any injury due to unauthorised access to the stage

21. Tidying up afterwards and Noise on departure

The Hirer shall leave the premises in a safe and tidy state at the end of each hire period. This involves re-stacking chairs (max 4 high) and tables, washing up kitchen ware, crockery and cutlery, mopping up any spills, vacuuming carpeted floors, sweeping wooden and plastic floors, turning off and unplugging all electrical equipment shutting off water taps, closing and securing windows, turning off all lights, shutting fire exits, locking external doors, and clearing away rubbish to the large bin in the car park. All temporary fixtures, fittings, decorations, blue tack, Sellotape and marks on walls must be removed. The cleaners cupboards (Foyer and Craven Room) contain Henry vacuum cleaners, large scissors mops for floor sweeping and spray mops for cleaning up spills.

In the case of evening Events, the Hirer and those attending must leave the premises quietly and avoid shouting or the slamming of car doors

22. Car Parking

The Hirer is requested to check that the public attending the Event(s) park in the marked places, and that the public highway is not obstructed. Emergency vehicles access to the

building must not be obstructed. Parking is limited to 3 hour with no return within 1 hour but in some circumstances, the Trustees may be able to issue day passes when required.

23. Loss or damage to personal effects

The Management Committee will not be held responsible for any damage or loss to personal possessions or equipment belonging to the Hirer or by persons attending the event(s).

24. Electrical Equipment

All electrical equipment which is plugged into the mains must be equipped with a valid Portable Electrical Appliance Test (PAT) Certificate. Such certificates may be obtained from most qualified electricians. In Oct each year the Trustees will host a PAT session for the mass testing of user equipment.

25. Heating

The heating is controlled by Danfloss Programmers located in the foyer ladies toilet (controlling the ladies and accessible toilets), Committee room (controlling the rest of the foyer area), Main hall (controlling the main hall and stage area) and Craven Room (controlling the Craven Room and the upstairs Arthur Meredith room). The time and temperature settings are updated each weekend for the following week and the programmers locked. The heating is reduced to 10C if the building is not in use for a period. In the event the Hirer wishes to change the settings the Trustees should be contacted. Hirers are requested not to shut off or adjust radiators.

26. Playing Field

The Recreation Ground (playing field) may be hired during the hours of daylight for football and fitness classes. The Hirer must discuss use of the field for any other purpose with the Trustees before attempting to make a booking.

Flying drones is not permitted.

Goal posts must comply with the FA guidelines and be removed after the game. .

A minimum hire period of 1 hour applies to the football pitch.

Public Liability Insurance is required for all events on the Playing Field.

The use of a public address system or the playing of music in the field is not permitted under our Premises Licence and must be covered by a Temporary Event Notice issued by Cheshire West and Chester Council. Contact the Trustees for permission before applying.

Bookings may have to be cancelled if the field is waterlogged - this is at the discretion of the Trustees who will not accept liability for financial loss in the event of cancellation.