

JOYDENS WOOD COMMUNITY CENTRE
REGULATIONS AND CONDITIONS OF HIRE
PRIVATE HIRERS

Registered Charity No. 291737

1. GENERAL

- (a) The following regulations and conditions apply to all private hirers.
- (b) The premises are not licensed for sale of intoxicating liquors. Permission must be obtained from the Association for licensed bar facilities as provided by the hirer and consumption of intoxicating liquor brought to the Centre.
- (c) The premises are designated non-smoking by the owners, Dartford Borough Council, in line with the Council's no smoking policy for council buildings.
- (d) Bookings may not be made by or in the name of any person or group of persons less than eighteen years of age.
- (e) Sections and Affiliated groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association, except as provided for in 6(c).

2. EQUAL OPPORTUNITIES

The Community Centre shall be open to all members of the community regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

3. HOURS OF OPENING

Facilities at the Community Centre are normally available for the use of its members and of outside hirers between the hours of **0900** and **2300** on Monday to Friday, and **0900** and **2330** Saturdays. In exceptional cases, these hours may be extended on application to the Centre Management Committee (hereinafter referred to as the CCMC). Sunday hire is absolutely at the discretion of the CCMC.

4. MAXIMUM CAPACITY

The Main Hall has a maximum capacity of **150** Seated or **120** Dancing (these figures include helpers and performers), and on no account shall these figures be exceeded.

5. CHARGES

- (a) Hiring charges shall be those from time to time determined and published by the Association. In relation to a specific booking, the charges shall be those ruling at the date of use (subject only to 6(a) below). Charges are revised on 1st February of each year.
- (b) A booking fee of one quarter (25%) of the total hire charge shall be paid when the booking is made.
- (c) The balance of the charge, together with a Damage Deposit (see 5(d)) shall become payable by the "due date" which will be two calendar months before the date of hire or, in the case of block bookings, 28 days before the first event (every three months).
- (d) The Damage Deposit shall be such sum as the Association may from time to time determine as deposit against any damage or breakage to premises or equipment during the period of hire and additional cleaning that may be required following the hire.

6. CANCELLATIONS

- (a) Cancellation by the Hirer before the "due date" shall incur the forfeiture of the Booking Fee.

(b) Cancellation by the Hirer after the "due date" shall incur the forfeiture of the total hire charge. Any damage deposit shall be returned in full to the hirer.

(c) The Association reserve the right on giving reasonable notice to cancel any bookings in the event of the premises being required for official or emergency use without incurring liability other than the return of the Hirer's prepaid charges.

(d) Notwithstanding 6(a) or 6(b) above, in the event of their being able to re-let a cancelled date the Association may at their absolute discretion repay to the Hirer a sum equal to but not more than nine tenths (90%) of the total hire charge. All moneys paid may be refunded in the event of bereavement, serious injury or for other compassionate reasons.

7. USE OF PREMISES

(a) The Association shall afford the Hirer access to the premises or part thereof forming the subject of the hire together with all furniture and equipment (excluding cooking utensils) comprised in the booking promptly at the commencement of the hire period and shall use their best endeavours without being liable in default to have the premises clean and in good repair and heated according to season and to have the equipment in working order.

(b) The Hirer shall be responsible for laying out of the furniture as required and shall vacate the premises with everything left as found promptly on cessation of the hire period and if he/she fails to do so he/she shall pay a surcharge of not less than one hours hire charge at the rate then current. This surcharge to be deducted from the deposit held (see 5(d)).

(c) Animals (except for guide dogs) shall not be introduced into the hire premises unless as an expressly stated part of the purpose of the hire approved in writing by the Association.

(d) The Hirer shall be responsible for the compliance by all persons under his/her control with the regulations and instructions from time to time in force governing the use of the premises, their environs and equipment. The Hirer shall in this and all other aspects read and observe notices posted in said premises for this purpose and follow instructions communicated by members of the Association.

8. SAFETY REQUIREMENTS

(a) The Hirer shall be responsible for compliance with the Fire and Safety Regulations applicable to hired premises. The use of lighted candles is banned. The Hirer shall also be responsible for compliance with the non-smoking condition. Without prejudice to the generality of the foregoing provisions the Hirer shall not on any account introduce or allow to be introduced into the hired premises any gas cylinders, containers of noxious substances, machinery or equipment of any kind which constitute a fire or safety hazard. No internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the CCMC.

(b) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.

(c) All persons are expected to co-operate in fire drills that are arranged by the CCMC at varying times in order to familiarize users with evacuation procedures.

(d) The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes.

(e) Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose. The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager and/or Booking Clerk. The relevant telephone numbers are displayed in the lobby.

(f) Performances involving danger to the public shall not be given.

(g) The First Aid Box shall be readily available to all users of the premises - it is located in the KITCHEN. The Site Manager and/or Booking Clerk must be informed of any accident or injury occurring on the premises. Details must also be entered in the 'Accident Book'.

(h) All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The CCMC disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply.

9. SUPERVISION

(a) The Hirer shall be responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to local residents. The Hirer or person in charge shall not be engaged in any duties which prevent him/her from exercising general supervision.

(b) When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased to three where over 100 people are present. When the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

(c) All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarize themselves with the fire-fighting equipment provided.

10. SAFETY OF YOUNG CHILDREN

No activities or groups involving young children under eight years of age will be permitted on the premises except with the written agreement of the CCMC, which will require that the relevant provisions of the Children Act 1989 and any conditions required by the Social Services Department are complied with before giving such permission. It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children, and that such persons shall at all times be in attendance upon young children who are on the premises for the activities concerned.

11. 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 persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

12. STORAGE

(a) The permission of the CCMC must be obtained before goods or equipment are left or stored at the Community Centre, except that the Booking Clerk is authorised to grant permission for the overnight storage of goods and equipment brought to the centre for a particular function or event.

(b) Goods or equipment stored at the Community Centre are at the owners risk. The JWRCA are not liable for any loss of or damage to any goods or equipment so stored whether on a temporary or permanent basis.

13. INSPECTION

The Association reserve to the Centre Management Committee or its authorised representatives the right of entry and inspection of any hired premises at any time.

14. INDEMNITY

(a) The Hirer agrees to accept, subject to the provisions of the Unfair Contract Terms Act 1977, full responsibility for and to indemnify the Association against costs, charges and claims in respect of injury to any person whether using the premises or present during or in connection with the lettings.

(b) The Hirer agrees to indemnify the Association against all costs, charges and claims, in respect of any moneys or goods deposited or left on the premises by the Hirer or on his/her behalf before, during or following the period of letting.

(c) The Hirer agrees to defray the cost of making good any damage caused to the premises, goods, chattels, apparatus or appliances either of the Association or any other person or persons during the period of, or arising in connection with the letting.

15. INSURANCE

- (a) The Hirer shall be responsible for making arrangements to insure against any third party claims that may lie against the hirer or the hirers organisation whilst using the Community Centre. JWRCA are insured against any claims arising out of its own negligence.
- (b) Hirers introducing third parties to the premises, for example Contract Caterers, Bands and Mobile Discos, are advised to check that such parties have adequate insurance of their own.
- (c) The decision of the Association on any matter concerning insurance cover is final.

16. CAR PARKING

- (a) Restricted car parking is available at the centre. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the centre.
- (b) Vehicles are parked at the owners risk. JWRCA are not liable for any loss of or damage to any vehicle or anything in or about any vehicle.

17. ADVERTISING

No public announcement of the function is to be made until the application is accepted and confirmed in writing by the Association.

18. PUBLIC INTEREST

The Association reserve the right at their absolute discretion to refuse a booking if they consider it to be likely to bring the Association, their representatives or their premises into disrepute. Any act in default or misrepresentation of the purpose of hire may give rise to proceedings on the part of the Association.

19. PERSONAL CONTRACT

The Hirer may not sub-let or assign the benefit of any hiring of the premises and will be held by the Association personally responsible for the observance of these and any additional conditions imposed by the letter of acceptance.

I hereby declare that I have read the foregoing regulations and conditions and accept that they form part of the contract between me, as the hirer, and the Joydens Wood Residents Community Association for the hire of the Community Centre.

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Signature of Hirer.

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(PRINT NAME)

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Organisation.

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Date