

WALSWORTH COMMUNITY ASSOCIATION

Terms and Conditions of Hire of Walsworth Community Centre

If the Hirer is in any doubt as to the meaning of the following conditions, the Walsworth Community Association Bookings Coordinator should be immediately consulted.

1. Definitions: In these conditions and in the Hirer's Agreement:

The Community Centre means the 'Walsworth Community Centre, 88 Woolgrove Road Hitchin' and includes the main hall, entrance foyer, kitchen, meeting rooms, and toilets &c.

The Association means 'Walsworth Community Association.'

The Hirer means the person who signs the 'Hirer's Agreement.'

Where a promoting organisation is named thereon that organisation shall be considered the hirer and shall be jointly and severally liable thereon with the person who signed the 'Hirer's Agreement.' No person under the age of 21 years is permitted to hire the Community Centre.

2. The Hirer shall

- a) ensure that the Terms and Conditions governing the use of Walsworth Community Centre, as supplied to them, are complied with.
- b) pay the balance, including any security deposit, within 72 hours of making the booking, or as may be directed by the Bookings Coordinator. The Cancellation Policy for Hirers is laid out in the General Rules Governing the Hire and Use of Walsworth Community Centre. In the event of the Community Association cancelling the booking due to circumstances beyond its control, all fees paid by the Hirer will be refunded to them.
- c) on making the booking, inform the Bookings Coordinator of their requirements as to the provision of refreshment or catering facilities and shall be responsible for any extra charges incurred.
- d) during the period of the hiring, be responsible for supervision of the premises, fabric and contents, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including the proper supervision of car parking arrangements so as to avoid obstruction of the highway or footpath.
- e) be responsible for obtaining any licences in connection with the booking (other than those already held by the Community Association) and will be required to produce such licenses for inspection by the Community Association at least two weeks before the booking.
- f) be responsible for making arrangements to insure against any third party claim which may lie against them or their organisation (if applicable) whilst using the Community Centre; and that any supplier employed by them of equipment or services is also insured against any third party claim (the Association is insured against any claims arising from its own negligence). **NOTE: HIRERS MUST ENSURE THAT ANY ORGANISATION (caterers, entertainers, bouncy castles etc.) THEY HIRE TO OPERATE IN WALSWORTH COMMUNITY CENTRE HAS ADEQUATE INSURANCE, AND ADVISE WALSWORTH COMMUNITY ASSOCIATION OF SUCH CONTRACTORS. WALSWORTH COMMUNITY ASSOCIATION CANNOT BE HELD RESPONSIBLE FOR THE ACTIONS OR SUITABILITY OF SUCH ORGANISATIONS.**
- g) be responsible for the observance of all regulations appertaining to the premises stipulated by the Local Authority, the Fire Authority in relation to capacity of the rooms comprising Walsworth Community Centre, or for regulations required by any other licensing authority.
- h) not sub-let or use the premises for any unlawful purpose or in any unlawful way do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
- i) ensure that any entertainment provider of any nature engaged by the Hirer shall have adequate public liability insurance covering both damage and injury.

- j) indemnify the Community Association for the cost of repair or any damage done to any part of the property including the curtilage thereof, or to the contents of the building during or as a result of the booking.
 - k) if selling goods on the Centre Premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered comply with current legislation.
 - l) be present throughout the letting and shall be responsible that good order is kept in the Community Centre and surrounding area during the hiring. The Association or its representatives reserve the right to terminate any entertainments or meetings not properly conducted.
3. The right of entry to the Community Centre is reserved to representatives of the Community Association and any police officer at any time during the hiring.

4. General Rules and Requirements

Walsworth Community Centre is run by Walsworth Community Association (the Association), whose powers and composition are defined in the Constitution, a copy of which may be consulted at Walsworth Community Centre, 88 Woolgrove Road Hitchin, SG4 0AU. Under the provision of the Constitution the Association is empowered to make rules, or withdraw or amend them.

- a) **Use of the Centre:** Use of the Community Centre and its facilities is subject to the following rules and to the standard conditions incorporated in the hiring agreement.
- b) **Maximum Capacity:** The Main Hall has a maximum capacity of 100, the Meeting Room has a capacity of 40. These capacities must not be exceeded under any circumstances.
- c) **Hours of Opening:** The Community Centre is normally available between the hours of 9am and 10pm. In exceptional cases these hours may be extended on application, though the Association reserves the right to refuse such application.
- d) **Time allocation – one-off hirings**
 - i. Minimum hire time is 1 hour.
 - ii. Hire can be increased beyond the minimum hire time in increments of 30 minutes.
 - iii. Hirers need to allow for setting up and cleaning up within their hired times.
- e) **Time allocation – regular hirings**
 - i. Minimum hire time is 1 hour.
 - ii. Hire can be increased beyond the minimum hire time in increments of 15 minutes.
 - i. For the safety and best interests of all of our hirers and the attendees of their events, all regular bookings require 15 minutes either side of the actual activity time to allow for arrivals, setting up, cleaning and departures etc.
- f) **Applying to Use the Centre:** Application for the use of the Centre should be made to the Bookings Coordinator. The Hirer must be a responsible person of 21 years or over.
 - i. The Association reserves the right to refuse any application for the use of the Centre facilities. The Bookings Coordinator may refuse any application provided that such refusal is reported to the Committee of the Association at their next meeting.
 - ii. The Association reserves the right to cancel bookings when the premises are required for the use as a Polling Station or are rendered unfit for the intended use by necessary maintenance work or for any other reason; in which case the Association will return any hiring fee to the hirer. The Association cannot be held responsible for consequent loss to the hirer.
 - iii. WCA needs 3 weeks notice to fulfil a booking.

5. Payment for Bookings

- a) Regular monthly and quarterly payments are to be paid in advance, not later than the last day of the preceding month.
- b) Irregular payments or ad hoc additions are due 14 days before the first date of a booked period.

- c) Payments for one-off bookings are to be made in full within 72 hours of booking.
- d) WCA reserves the right to charge a late fee of £15.- if payments are not made by the due date.

6. Cancellations: Regular hirings

Regular hirers may cancel or reschedule a booking without additional charges provided they give a minimum of 2 weeks' notice (subject to availability of the Centre).

7. Cancellations: Regular hirings

Cancellation of a string of confirmed bookings incurs a charge of two of the cancelled bookings.

8. One-Off hirings

- a) a £10.- admin fee applies for all cancellations
- b) full refund of security deposit for all cancellations
- c) full refund of hiring fee will be given for cancellations up to 21 days prior to the booked date, less admin fee
- d) cancellations with less than 3 weeks' notice will be given a 50% refund of hiring fee, less admin fee
- e) cancellations with less than 48 hours' notice will be given refund of security deposit only

9. Alcohol

Alcohol may not be bought or sold on any part of the premises without the necessary licence from the District Authority. The Association must have sight of the original licence (not a copy) at least two weeks before the event. Consent must also be obtained from the Association prior to the seeking of a licence for the sale of alcohol. Alcohol may be given away during a hiring without a licence, provided that the Association has been advised in advance, and that there is no financial aspect to the transaction. It is the responsibility of the hirer to ensure that they comply with the legislation in force at the time of hiring.

10. Betting, Gaming and Lotteries

Nothing may be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the Centre premises must ensure that the requirements of the legislation are strictly observed.

11. Loss of or Damage to Property

The Association accepts no responsibility for damage to or the loss or theft of Community Centre users' property, however caused.

12. Stewarding and Supervision

The Association may require to be satisfied that adequate stewarding will be available at any event or series of events held in the Community Centre. The requirements of the Children's Act 1989 and subsequent legislation must be met, and in most instances, there must be at least two adults with any group of children. Supervisors and/or Stewards are responsible for the good behaviour of those attending any event or hiring.

13. Storage

The permission of the Association or Bookings Coordinator must be obtained before goods or equipment are left or stored at the Community Centre. Some storage space is available for hire. The Association can accept no responsibility for items left or stored at the Community Centre, whether it be left in storage or left out for a particular hiring or event.

14. Safety Regulations

All conditions attached to the granting of any licence must be strictly observed. Nothing may be done which will endanger the users of the building, and the policies of insurance relating to it and its contents. In particular

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits
- b) firefighting apparatus must be kept in its proper place, and only used for the purpose for which it is intended
- c) smoke machines may not be used as these can trigger the smoke alarms.

Businesses and groups that hire the centre must have their own Risk Assessment in place for their own activities. A copy needs to be provided to Walsworth Community Association.

WCA and the Council reserve the right to inspect these Risk Assessments if it is felt that any particular group is posing a hazard or as required for insurance purposes.

15. Smoking and Vaping

Smoking and vaping are not permitted on any part of the premises, including porches and entryways.

16. Stage Plays and Entertainment

A licence is no longer required to stage a performance of a play or a performance of dance if it takes place between 8am and 11pm; and the audience is no more than 500 people. No licence is therefore likely to be required for stage plays or dances held at the Community Centre.

The Association is licensed with the Performing Rights Association.

17. Car Parking

Cars must not be parked so as to cause an obstruction at the entrance to, of exits from, the Community Centre. Users of the Centre should avoid obstructing the footpath outside the Centre, and must avoid making undue noise on arrival or departure.

18. Nuisance

- a) Litter must not be left in or about the Centre premises
- b) Except in the case of trained guide dogs for the blind, dogs are only be permitted on the Centre premises in connection with organised activities such as dog training or dog shows.
- c) Hirers and organisers of events in the Community Centre are responsible for seeing that noise levels of their functions do not interfere with other activities in the building, nor cause inconvenience for the occupiers of nearby houses and property. A time limiter is installed for use whenever amplified sound is used in the premises.

19. Cleaning, Damage and Security

All use of the Centre premises is subject to the users or hirers accepting responsibility for the returning furniture and equipment to their original positions, and for securing doors and windows of the premises as directed by the Bookings Coordinator. The premises must be left in a clean and tidy condition. Hirers are responsible for the cost of damage & breakages, excessive cleaning, over-running of time and loss of keys, and such costs will be deducted from the security deposit held by the Bookings Coordinator. Should such costs exceed the security deposit, the hirer is responsible for making up the difference.

20. Insurance and Compliance

The Association is insured for public liability. Hirers must ensure that any suppliers of bouncy castles, discos, or any other service, also carry adequate public liability insurance. The Association accepts no responsibility for such suppliers' services or equipment. All such equipment must comply with safety regulations and regulatory testing in force at the time. Hirers must advise Walsworth Community Association in advance of any such contractors.

21. Registering a business address

Hirers expressly acknowledge and agree not to use the address of Walsworth Community Centre for the registration of their business. This restriction applies to all forms of registration, including but not limited to, official business filings, charity registrations, mailing addresses, and any other official documentation. Failure to comply with this term will be considered a breach of contract and may result in termination of the hiring agreement, along with any applicable legal actions to rectify the situation.

**ALL USERS OF THE COMMUNITY CENTRE MUST LEAVE THE PREMISES
AND SURROUNDINGS IN A CLEAN AND TIDY CONDITION**