



## TERMS AND CONDITIONS OF HIRE

### 1. Introduction

- 1.1 Bungay Community Centre is purpose built to allow flexible facilities to be available for a wide range of activities. The building has a number of different rooms which can be hired, with or without a licensed bar and with or without use of a fully equipped kitchen. There is also a small kitchenette allowing hirers to make drinks without needing to book (and pay for) the main kitchen.
- 1.2 The centre is managed by a team of trustees, assisted by a self employed administrator and a self employed caretaker / gardener. Both provide their services on a part time basis, as required. We also have support from volunteers, at times.
- 1.3 There are also a garden, parking area and children's playing field adjacent to the building which are also managed by the same group of people.
- 1.4 For the purposes of this document, "the premises" includes all of the building, the pathways, carpark, gardens, childrens' play park and ancillary areas.
- 1.5 Additionally there is also, on site, a skate park which is managed by Bungay Town Council. This does not form part of "the premises".
- 1.6 The trustees hold all of the following for the centre, as would be expected in such a premises and much of this document is designed to ensure that everyone meets the needs of the various legal commitments or insurance policies in place.
  - 1.6.1 Public liability insurance;
  - 1.6.2 General buildings and contents insurance;
  - 1.6.3 Performing Right Society (PRS) licence;
  - 1.6.4 Phonographic Performance Limited (PPL) licence;
  - 1.6.5 Full alcohol licence for the bar.
- 1.7 If an event is being booked which will be run on a commercial basis the hirer will be expected to have their own public liability insurance in place.
- 1.8 If you are intending to provide a public screening of a film then you will need to have your own Public Video Screening (PVS) Licence.
- 1.9 For any booking discussion can be held with regards to the restrictions set out within this document. However, it should not be assumed that such discussions will necessarily lead to a change to the conditions. If any change is agreed, it will only be considered as confirmed when given in writing, including by email.
- 1.10 This document is in place to ensure that everyone - we (the trustees, the assistants and any volunteers) and you (the hirer and your clients or guests) will have a clear understanding of what is expected. It is also intended to ensure that we and you work together to keep the premises in a good condition, clean and safe. This enables us to manage our costs and, of course, to pass this on in the form of the lowest hire charges possible.



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1.11 We believe that we provide excellent facilities for your use. However, if you consider that any improvements or additions can be made which will make our offering even better, please do let us know of your idea(s) by way of our "Have Your Say" area on our website.

### 2. Initial booking and contract

- 2.1. These conditions apply to everyone hiring the Community Centre. If you are in any doubt as to the meaning or implication of any terms of the agreement you should consult one of the trustees or the administrator.
- 2.2. Any hirer must be an adult (aged 18 or over) and upon booking the event(s) will accept responsibility for being in charge of and always on the premises during the booked event(s).
- 2.3. The hiring agreement gives permission to use the premises only for the purposes stated at the time of confirming the booking and does not confer tenancy or other right of occupation.
- 2.4 On-line facilities are provided via our website ([Bookings](#)) to enable a potential hirer to request a booking. The team treat all bookings individually and will discuss particular requirements, as required, with a potential hirer before a final, agreed booking is confirmed.
- 2.5 A booking should not be considered "confirmed" until such confirmation is given by the administrator (or one of the trustees) which will be in writing (usually be via email). Once a confirmation is provided, a contract is deemed formed between you, the hirer and the trustees and at that point you acknowledge that you have read these conditions of hire and agree to be bound by and comply with them in all respects.
- 2.6 You should note that, for security purposes, there is a CCTV system in place at the community centre.

### 3. Types of hire and capacity

- 3.1 The centre can be used for one-off bookings (which, for the purposes of this document, includes bookings which are recurring but not regular) and for bookings which occur on a regular basis.
- 3.2 The building is not able to be booked for public discos, concerts etc. for which admission is charged, whether directly or indirectly.
- 3.3 The room capacities are detailed on our website ([Current facilities](#)) where you will find the most up to date information. The maximum capacities must not be exceeded.
- 3.4. You agree not to upload, post, share, distribute or otherwise make available through our services any content which are included in items 3.4.1 to 3.4.4 below. We reserve the right to remove, restrict access to or report any content that, in our sole discretion, does violate



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these guidelines. This may involve suspension or termination of any agreements we have for access to our services.

- 3.4.1 Contains sexually explicit material, pornography or sexually suggestive imagery;
  - 3.4.2 Promotes or depicts acts of violence, danger to public safety or criminal activity;
  - 3.4.3 Endorses, supports or glorifies terrorism, terrorist organisations or extremist ideologies;
  - 3.4.4 Violates any applicable laws or regulations or infringes upon the rights of others.
- 3.5 When films are shown the age restrictions applied to the recording must be adhered to.
- 3.6 Various facilities are available to be booked by hirers such as audio/visual equipment, the fully functional kitchen area etc. Details about access to the building and what to do at the end of the booking will be discussed and agreed at the time of confirming the booking.
- 3.7 For each new booking, whether it be a one-off or the start of a regular event, one of the trustees, assistants or volunteers will be at the centre to provide the details you require to make your booking as successful as possible.

### 4. Use of the facilities - general

- 4.1 We will maintain the building in a good, clean and safe state. If an item is not functioning correctly either it will be clearly marked as such or, if an emergency situation, you will be advised about it verbally. If, on arrival, you find that the facilities do not meet your expectations please make one of the trustees, assistants or volunteers aware at your earliest convenience so that we can address and potentially resolve the issue(s).
- 4.2 If something is broken or damaged during your booking (furniture, fittings, crockery etc.) then please ensure that one of the trustees, assistants or volunteers are notified. This should be either by leaving a note or sending an email and putting a message onto the item (if appropriate). If the breakage is considered to be an emergency then please use the relevant contacts which can be found on the noticeboard in the foyer. We reserve the right to charge for breakages, losses or damage.
- 4.3 We will set out furniture for your booking as and if agreed in advance. We will also provide such equipment as you have pre-booked and instructions for its use.
- 4.4 You will work with us by ensuring that any furniture or equipment which is moved by you for the purposes of your booking is returned to its original place and state at the end of the booking.
- 4.5 You will also be mindful of other groups who may be using the facilities at the same time as you have booked and of their particular needs. When you make your booking you will be advised if there are such other bookings in place and kept up to date should a new booking be taken.



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- 4.6 Unless using noticeboards provided, nothing should be stuck, "blue tacked" or pinned to any walls, floors or windows.
- 4.7 Any kitchen facilities used must be left in a clean and debris free state. This includes any crockery, cutlery, glasses etc. which you use. You will put your rubbish in the receptacles provided and take any re-cycling away with you as do not have re-cycling facilities on site. The nearest can be found at the Co-Op Supermarket on Hillside Road East, just minutes from the Community Centre.
- 4.8 The heating and air conditioning equipment will be set up according to the prevailing weather conditions and should not be changed.
- 4.9 Please be mindful of the fact that the building is located in a residential area and urge your guests to leave quietly and quickly after your booking - at any time of the day or evening.
- 4.10 Entrance to and exit from the building should be made via the main doors except in emergency situations or where the patio doors are being used to access the garden area. Use of the kitchen door will only be for moving catering supplies into or out of the building or, of course, in an emergency situation.
- 4.11 The end time of your booking will be pre-agreed. It is essential that your booking finishes and the building is vacated by that time. This is to comply with our legal and licensing conditions and/or to ensure the facilities are available for subsequent bookings.
- 4.12 No additional items of electrical equipment should be plugged into the buildings' sockets unless the item has been "portable appliance tested" (known as PAT testing) within the legal timeframe (currently 3 years) and certified accordingly (i.e. it will have a current PAT label attached to the plug).
- 4.13 The use of any portable gas appliances is not permitted on the premises. Neither is the use of charcoal (or other) barbecues or candles, night lights or other naked flames.
- 4.14 Balloons containing glitter or confetti should not be used on the premises. Dry ice machines are also not permitted.
- 4.15 A car park is provided for your use. Please respect the bays specifically marked for blue badge holders and pass this information on to your clients and guests. There are also two electrical charging points available [currently awaiting new contract].
- 4.16 Guide/assistance dogs are allowed into the premises (except the kitchen area) but no other animals or birds should be brought into the building.
- 4.17 Smoking or vaping is not allowed in the building. We do not have a designated smoking area and ask that smokers are, generally, encouraged to do this as far away from the building as possible. If you know that your event is to be attended by smokers then it would help us enormously if you would provide ashtrays for their use and dispose of the resulting debris in an appropriate manner.



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- 4.18 You may wish to undertake a “Risk Assessment” for your booking and we have provided a copy of our standard document for your use via our website, should you wish to use it. Although the term “Risk Assessment” is rather formal, it really is just thinking about anything that might go wrong during your event and what you would do if it were to happen. Everyone does this when planning an event although they may not always write it down. This item is merely a suggestion to help your event go as smoothly as possible.
- 4.19 Wifi is provided within the centre which may be used by you and your clients or guests. Details about access to the system will be provided on request.

### 5 Use of the facilities – bar area and alcohol

- 5.1 Use of the licensed bar area will be pre-booked and the bar will be staffed for you by trustees, volunteers or assistants. It is a condition of our licence that only alcohol provided by the centre is permitted to be consumed on the premises.
- 5.2 Provision of the bar for a booking enables us to make a small income and is used to manage and maintain the facilities for you and help to keep your costs low.
- 5.3 If the bar is not booked then the area and its contents will not be available for your use.
- 5.4 For the avoidance of doubt you may provide your own soft drinks, teas, coffees etc. for your booking and this will be discussed and agreed in advance.
- 5.5 Should there be occasions where prior agreement is given to the provision of alcoholic drinks by you we reserve the right to place a “corkage charge” to your invoice. If applicable, this will be made clear at the time of confirming the booking.

### 6 Use of the facilities - kitchen area

- 6.1 Save as agreed in writing by the trustees or administrator it is not permitted for any additional equipment to be brought into the kitchen area. If such agreement is made, please note the requirements of item 4.12 above.
- 6.2 If you are using outside caterers then please be aware that mobile refrigeration units should not be left running on the premises overnight.
- 6.3 Crockery, cutlery etc can be provided to you. Such items should be left clean and returned to their storage space(s) at the end of your booking.
- 6.4 Please ensure that all equipment is properly turned off, including taps, when not in use and at the end of your booking. This does not include the fridge which is to be left running.



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### 7 Health and safety

- 7.1 Emergency contact details are provided on the noticeboard in the foyer and any issues arising such as accidents, equipment breakage, fire etc. should be notified to one of these contacts, once it is safe to do so.
- 7.2 Please acquaint yourself with and ensure that your clients and guests are aware of fire evacuation procedures (for which notices are in all areas) and the location of fire extinguishers.
- 7.3 Note that fire doors are clearly marked and designed for your safety. Door guards are fitted to self-closing doors and are the only mechanism that should be used to hold doors open. Separate wedges are not permitted.
- 7.4 From time to time the fire alarm will be tested. If the test is a low key event (designed to just test the mechanism) then you will be notified and can advise your guests or clients. For such tests people will not need to leave the building. However, if the test is deemed a full event (designed to also test the evacuation procedures) then you will be notified but should not alert your attendees. If everyone were to know about it then it would not be a proper test.
- 7.5 Please acquaint yourself with the location and contents of the first aid kit (we have two which are currently in the main kitchen and small kitchen areas). Please advise a trustee, assistant or volunteer of any items used, damaged or missing.
- 7.6 If an accident occurs which involves a member of the public then a notification form should be completed in the Accident Book which is with the first aid kit in the main kitchen.
- 7.7 A defibrillator is located on the outside wall at the back of the building (adjacent to the car park and beside the rear, kitchen door).
- 7.8 The use of bouncy castles or other inflatable items is not permitted.
- 7.9 The fixtures and equipment on the premises are regularly checked to ensure they require no maintenance and are safe for use. If an item is waiting for repair it will be clearly marked and should not be used during the hire period.

### 8 Children and vulnerable adults (safeguarding)

- 8.1 If your booking involves the attendance of children (under the age of 16) then:-
  - 8.1.1 All children must be supervised by you or an appropriate adult nominated by you who must remain on the premises throughout the hire period.
  - 8.1.2 You must ensure that any activity for children under the age of 8 complies with the provisions of the Childcare Act 2006.
  - 8.1.3 Parties for children or teenagers may not be held without an appropriate number of responsible adults present.



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8.2 You are responsible for ensuring that any activities for vulnerable adults comply with the provisions of the Safeguarding Vulnerable Groups Act 2006 including that only suitably approved persons have access to such guests or clients.

### 9. Refusals and cancellations

- 9.1 The trustees or administrator reserve the right to refuse to take a booking and do not necessarily need to give a reason.
- 9.2. If a booking is agreed which later transpires to include activities which might lead to a breach of the law or might otherwise involve unsuitable activities then the trustees or administrator reserve the right to cancel such a booking, possibly at short notice. If such a situation were to occur then we reserve the right to retain any monies paid in advance of the booking.
- 9.3 The trustees or administrator will not knowingly accept any booking that may infringe Anti Slavery regulations. If a booking is taken and it later transpires that there could be implications in this area then the booking will be cancelled and any deposit forfeited.
- 9.4 If the building is required for emergency purposes (e.g. to provide refuge during storm or flood conditions) then it may be necessary to cancel a booking, again at short notice. In this situation, a full refund of any monies already paid will be made to you.
- 9.5 Although unlikely, if a booking needs to be cancelled by us for other reasons then at least 7 days notice will be provided and a full refund made of any monies already paid.
- 9.6 We understand that sometimes unforeseen circumstances mean that you will need to cancel a booking. Please ensure that as much notice as possible is given to us so that we can, for example, re-let the facilities and/or let our trustees and volunteers know of the change. If there is just a possibility (i.e. a risk) that a cancellation may be necessary then please do keep us informed. In some circumstances we may have to charge a cancellation fee.

### 10. Financials

- 10.1 One off bookings need to be paid at the time of agreement being reached and before the event takes place. An invoice will be issued with payment terms clearly stated.
- 10.2 Regular hirers will be invoiced on a monthly basis with the terms of payment clearly stated.
- 10.3 We reserve the right to ask for an additional payment by way of a deposit for some bookings. This will be refunded in full after the event unless redress is required for any damage or breakages incurred or breach of these terms and conditions.
- 10.4 Current hire charges are available via our website at (*Hire Charges*) or via one of the trustees or the administrator.
- 10.5. As mentioned above at item 4.2 if items are damaged, lost or broken during an event and we have not asked for a deposit from you, we may still make an additional charge for their repair



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or replacement. This will be by way of an extra invoice to you which shall be payable on demand.