

Parkside Community Hub – Terms and conditions of hire

1. Hire

Who may hire the Hub Facilities?

The building may be hired by anyone who is both:

- a) Aged 18 on the date of hiring
- b) Is able to provide a proof of secure address within the UK

The Hub may be hired for:

- a) Meetings, Drop in sessions and Classes such as dance, cooking and computer courses.
- b) Recreation, leisure such as clubs.

2. Applications

Applications for hire should be made to:

The Parkside Community Hub Manager, Parkside Community Hub, Melbourne Avenue, Melbourne, Chelmsford, Essex CM1 2DX
Tel: 0300 555 0500

Or through the online booking service: www.chp.org.uk/communityhub

The Parkside Community Hub Manager reserves the right to refuse any application without stating the reason for doing so and reserves the right impose to special conditions should these be required. Every application must state the nature and purpose of the letting for which the facility is required. The Parkside Community Hub Manager will have the power at any time and without previous notice to cancel any letting. The right to use the said facilities are not transferable.

3. Charges

- a) Charges for the use of the facilities shall be indicated by CHP and it reserves the right to alter, add to, omit or vary the said charges.
- b) An additional fee is payable by the Hirer for each hour or part of an hour that the said facilities are retained by the Hirer from the expiry of the contractual period until the Hirer has returned control thereof to the Parkside Community Hub staff ready for use by a subsequent Hirer. The additional fee is calculated pro rata to the total fees paid or payable for the contractual period to the nearest complete hour.
- c) Hourly hire rates, a quarter of the applicable session rate, apply to bookings of under two hours or where a session booking is exceeded by up to two hours. Two hours or over are charged at the full session rate.
- d) Minimum Charge for any booking is £20.00 Commercial Rate and £10.00 Community/Voluntary rate

4. Bookings and Payment

How the Bookings are made.

- a) Bookings are made through the Parkside Community Hub, who may be contacted on 0300 555 0500 or through the online booking service: www.chp.org.uk/communityhub
- b) Once the availability has been confirmed, a booking form will be issued and sent to the potential Hirer. It must be completed and returned to the Parkside Community Hub, with the appropriate fee and deposit.
- c) The Parkside Community Hub Manager will return a copy of the booking form which acts as a receipt and notification confirming the booking. The Parkside Community Hub will usually be opened at the agreed start time, but special arrangements for the Hirer to collect and return the keys may be made.
- d) The deposit is usually made by cheque. The cheque will be cashed and if the building, fittings and equipment are left in a satisfactory condition your deposit will be returned in full (to be agreed at time of hire confirmation). If any charges are required to be deducted from the deposit, a cheque for the balance or an itemised invoice for further charges (if they exceed the deposit) will be sent by post.

Block Bookings: On return of the signed contract, the Hirer shall enclose either (i) the full amount due or (ii) the first month's payment (as appropriate). Where payments are made on a monthly basis, these shall be paid monthly in advance for the duration of the booking.

Single Booking: The Hirer must return the booking form enclosing the full amount due, including the deposit. A returnable deposit will be required and will be forfeited if the building is left in an unreasonable condition, damaged or the function unreasonably over-runs its exit time, or incurs other charges. Local Clubs, Societies and Charities are not required to pay a deposit, but will be pursued for any costs associated to repairs or additional expenses incurred as a result of their use of Parkside Community Hub. This is at the discretion of the Parkside Community Hub Manager and is not negotiable. **The Hirer will be responsible for ensuring that the building is left neat and tidy after use and that any rubbish is removed and spillages cleaned up or charges will be levied.**

5. Cancellation **By the Hirer**

Block bookings: in case of cancellation of a block booking, the Hirer shall pay CHP the full amount of the basic hire charges together with any losses incurred, unless 28 days notice is given in writing.

Single booking: in case of cancellation the Hirer will reimburse CHP for any losses incurred, including loss of letting income and at the discretion of the Parkside Community Hub Manager, may forfeit the said deposit unless 28 days notice is given in writing. In the event of any bookings being cancelled by the Hirer the following penalties will apply:

7 days notice or less = 75% of the hire fee: 8 -14 days notice = 50% of the hire fee: 15 - 28 days notice 25% of the hire fee; over 28 days notice = no penalty fee will be occurred.

6. Safety Requirements

Nothing shall be in place that will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be immediately available for a free public access.
- b) Fire fighting apparatus shall be kept in its proper place, kept clear of obstruction and only used for its intended purpose.
- c) The Fire Brigade shall be called to any outbreak of fire, however slight and details of the occurrence shall be passed to the Parkside Community Hub Manager. Performances involving danger to any persons shall not be given.
- d) Highly flammable substances shall not be brought into or used in any part of the premises.
- e) No unauthorised heating or electrical appliances shall be used on the premises:
- f) The First Aid box shall be readily available to all users of the premises. The Parkside Community Hub Manager shall be informed of any accident or injury occurring on the premises. All accidents must be written into the accident report book.

7. Safety of Children

No activities or groups involving young children less than eight years of age will be permitted on the premises except with the written agreement of the Parkside Community Hub Manager, which will require that the relevant provisions of the Children's Act 1989 and any conditions required by the social services department are complied with before giving such permission.

In the case of affiliated groups or outside Hirers, 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.

Children of all ages must be properly supervised at all times.

8. Nuisance

- a) The Hirer is responsible for the control of all persons and parties who are admitted to the facility and that they conform in all aspects to the regulations governing the use of the facility.
- b) The Hirer should also ensure that noise is maintained at a reasonable level so as not to cause disturbance and nuisance to residents in the vicinity, particularly during hot weather when windows and doors may be open.
- c) Litter shall not be left in or about the Hub premises. Recycling bins must be used to dispose of any litter.
- d) Hirers and organisers of events in the Hub are responsible for seeing that the noise level of their function is not such as to interfere with other activities within the building or cause inconvenience for the occupiers of nearby houses and property.

9. Maintenance of Good Order

- a) The Hirer shall at all times be responsible for the maintenance of good order and shall provide efficient stewarding at entrances and exits all times to deal with an emergency and to ensure that maximum numbers are not exceeded at any time. The Hirer shall be responsible for the maintenance of good order and behaviour during the letting.
- b) All rooms have a maximum capacity as laid down in the Schedule of Fees. This figure includes the stewards, helpers and performers and on no account shall the figure be exceeded.
- c) The premises shall not be used for any purposes other than for which permission has been granted.
- d) No transfer whatsoever of furniture may be made from any other building or location by the Hirer.
- e) The Hirer shall not sublet or use the premises for any unlawful purpose or in any unlawful way nor bring onto the premises anything that may endanger the premises.
- f) The entrance passage shall be used only for the purpose of entering and leaving the building and shall be kept clear during the meeting etc is in progress.

10. Access during Hire.

Police Officers and Authorised Officers of the Fire Service, the Environmental Health Department and Trading Standards Department shall have access to all parts of the premises during the letting. CHP reserves the right at its absolute discretion to refuse the admission or to evict any person from the facility. CHP reserves the right of entry for any of its employees, trustees or delegated offices at all times to the facility hired.

CHP, their employees, trustees or delegated officers will have the right to enter the premises at any time and have the right to immediately terminate the hire if the event is found to be in breach of terms and conditions.

11. Security and Supervision

During the Hire

The Hirer must provide the details, on application, of responsible person(s) left in charge of any activity these named individuals **must not** be under the age of 18 years old and **must** be on the premises for the whole duration of the said activity. They **must not** be engaged in any other activities that prevent them from exercising adequate supervision. When the premises or any part of the said premises are in use, there **must** be a minimum of 2 persons supervising. None may be under the age of 18 years of age. These are the requirements for numbers of persons attending being less than 50.

The Hirer shall submit on the booking form the name and address of the one person who has attained the age of 18 years to be in charge of fire precautions during the hire period. The person in charge of fire precautions must remain in the building during the hire period.

If during the event any person connected with the function is concerned about the safety of those present, or the building, they should inform the Parkside Community Hub Manager on the emergency number provided prior to the hire commencing.

All persons in charge of functions, activities or groups must understand the emergency evacuation procedures for these premises. They will also have familiarised themselves with the fire fighting equipment provided.

At the end of the Hire

The Hub shall be left with:-

- a. All lights turned off.
- b. All windows must be securely shut or locked as appropriate
- c. All internal doors shall be shut
- d. All external doors secured and locked as required
- e. The alarm has been set

12. Damage

The Hirer agrees to pay the CHP on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of, or incidental to the hiring.

Any damage or repair noted by the hirer to be reported to the Parkside Community Hub Manager.

13. Cleanliness

The Hub will be clean and tidy when handed over for hire: any complaints about its condition must be made at the start of the "hire period". The Hub must be left in the same tidy and clean condition at the end of the hire. Any extra chairs and tables must also be stacked and put away.

A surcharge will be made for any extra cleaning necessary not covered by the normal booking fee. This surcharge will be deducted from the deposit or charged in addition.

It is the responsibility for the Hirer to remove all rubbish, food and packaging recycling etc at the end of the hire period.

14. Loss of Property

The Parkside Community Hub cannot accept responsibility for the damage to, or the loss or theft of Hirers, or persons from parties under the Hirers control, property and effects from the building, from within the grounds or from within vehicles in the Hub car park. After one month all left or lost property will be suitably disposed of.

15. Indemnity

CHP insurance covers its own liabilities and does not cover the liabilities of the Hirer.

- a. The use of the facility is at the Hirers risk and the Hirer shall indemnify CHP against any liability incurred towards any third party or parties arising out of or incidental to the hire of facilities or equipment and due to the negligence or default of the Hirer or persons of parties under the Hirers control. The Hirer shall, if required by CHP produce evidence thereof on demand.
- b. CHP, its employees or trustees or delegated officers, shall not be responsible for any loss or damage, whether direct, indirect or consequential to any property suffered or sustained at the facility or within the grounds of the Hub, unless such loss or damage occurs as a result of the defective state of repair of the premise or the equipment at the Hub.
- c. Commercial Hirers must arrange their own insurance and certificates produced for vetting to ensure Public liability indemnity for every claim is held.
- d. Where damage of any kind (except that caused by accidental fire) is sustained by the premises, fixtures, furniture and other chattels therein arising out of or in connection with the hire, the Hirer shall recompense CHP for any cost incurred in repair, reinstatement or replacement.

16. Capacity

The Maximum number of people admitted to any function in the Hub is set out in the schedule of fees and is available from the Parkside Community Hub Manager.

17. Structural Alterations

The Hirer shall not carry out alterations to the building, nor fix or cause the fixed apparatus, equipment, notice or decoration without the previous written permission from the Parkside Community Hub Manager.

18. Decoration

Decorations may only be put up after obtaining the full permission from the Parkside Community Hub Manager. Only materials that do not mark or damage the building may be used. No nails, tacks, or screws may be driven into any of the walls, floors or ceilings.

Any scenery, draperies, properties or decorations brought into the Hub shall be inherently flame retardant material or be rendered so by treatment and maintained in this condition. Highly flammable and readily ignitable materials such as paper, celluloid or cotton wool should not be used.

19. Electrical Equipment

If a Hirer is operating any portable electrical appliance not provided by the Hub this equipment must have a valid portable appliance test (PAT cert) label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within the Hub during the hire.

20. Animals

No dogs (except guide dogs) or any other animals will be admitted to the facility without previous consent of the Parkside Community Hub Manager.

21. Entertainment

A Premises Licence or Temporary Event Notice under the Licensing Act 2003 (TEN) is needed to provide music, dancing, singing, karaoke and other 'regulated entertainment'. The premises do not have a licence and if a hirer wishes to provide entertainment they will need a TEN from Chelmsford City Council.

The cost for the TEN is the responsibility of the hirer and it is their responsibility to apply for one and CHP will not allow any (licensable) entertainment to be conducted at the Hub without it.

22. Catering

No catering will be allowed on the premises without the express permission of the Parkside Community Hub manager, which must be obtained prior to the hiring.

23. Gambling

No collections, games of chance, sweepstakes or lotteries, nor any betting may be conducted on the premises without the prior consent in writing of the Parkside Community Hub Manager.

24. Broadcasting

No Hirer shall grant sound or television broadcasting or filming without prior written conditional consent of the Parkside Community Hub Manager.

25. Photographs

No cameras or other photographic apparatus may be brought into the Hub for commercial purposes without written permission from the Parkside Community Hub Manager.

26. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in a public place provisions of the Health Act 2006 and regulations made hereunder. Any person who breaches the provision shall be required to leave the premises.

27. Use of Hazardous Materials

Hirer's should not bring on to the premises any hazardous materials such as compressed gas cylinders, paraffin heaters etc.

28. Fair Trading laws

The Hirer shall, if selling goods on the Hub 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 selling prices of all goods and services are prominently displayed, as such the organisers name and address.

29. Advertising

No advertising of an event may be produced or distributed until the Parkside Community Hub Manager has approved it.

30. Car Parking

The Hirer shall ensure that the persons using the premises park in the Hub car parking spaces provided or at the Melbourne Athletics Centre. Cars must not be allowed to obstruct entrances and exits of the Hub or cause an obstruction to roads and access ways or private parking spaces allocated to other businesses or organisations in the surrounding area. The car park must be left clean and secure by 10pm.

31. Excisable Liquors

Intoxicating drink will only be allowed on the premises provided that prior permission has been obtained and that child or youth activities are not taking place. In addition a licence must be obtained from the relevant body if intoxicants are to be consumed on the premises and a copy of the licence must be shown before the hiring takes place.

32. Temporary/ Emergency Closure

If there is an emergency, accident or breakdown, either before or during the booking, which needs temporary closure or interruption of an event, the Hirer cannot hold CHP responsible in any way.

33. Vacation of premises

No letting shall continue beyond 10pm without written permission of the Parkside Community Hub Manager.

No equipment or furniture other than already provided in the building may be used or left on the premises without prior authority.

The Hirer will ensure that any item of furniture used is returned to its original position. The Hirer will be responsible for ensuring that the building is left neat and tidy after use and that any rubbish is removed and spillages cleaned up.

34. Complaints

Any complaints about the booking or Hub premises must be referred to the Parkside Community Hub Manager as soon as practicable.

35. Disclaimer

CHP accepts no responsibility for any items that are left in the building unattended.