



## Wickersley Community Centre

[Clerk@wickersleypc.org.uk](mailto:Clerk@wickersleypc.org.uk)

286 Bawtry Road

Wickersley

Rotherham S661JJ

01709 703270

*The Centre at the heart of the Community - providing a safe and welcoming environment for everyone.*

### Community Centre Hire Agreement

<b>Name of group</b>	
<b>Dates and times of hire</b>	(attach schedule if necessary)
<b>Regular or Casual Booking</b>	
<b>Number of attendees</b>	
<b>Agreed Hire Fee and any additional charges</b>	£
<b>Monies paid on signing agreement:</b>	First 4 weeks paid in advance £
<b>Rooms booked e.g., Function or meeting room, kitchen, outside space, any additional requirements</b>	
<b>Room set up required</b>	Please include a diagram to show how the room is to be set up (remember maximum numbers per room must not be breached)

#### 1. AS WITNESSED

I have read and understood this agreement and the general rules governing usage and agree to abide by this hire agreement. I have also been given the fire procedures for the building.

Signed ..... (Hirer)

Name .....

Address.....

Email address..... (For invoicing purposes)

Home telephone No.....Mobile No.....

Date of signing agreement.....

Signed ..... (On behalf of WCCA)

### General Data Protection Regulations

The information you provide us with is used solely for dealing with the hire agreement, arrangements, invoicing, and for emergency contact in case of loss of facilities. Data will only be retained whilst the hire agreement is current.

Please tick this box to give your consent for us to contact you in the above circumstances.

The management of Wickersley Community Centre (hereinafter called the 'Centre'), on behalf of Wickersley Parish Council is vested in the Wickersley Community Centre Association (hereinafter called the 'Association') whose powers and composition are defined in their Memorandum of Association.

### Bookings Checklist and Checks

Have you included your room plan/layout requirements?	If the kitchen is required, have you got copies of Basic Food hygiene certificates for kitchen users?	If relevant, have you got copies of DBS checks?
		<b><u>Signature and date</u></b>
Risk Assessment	Signature required to indicate you have an up-to-date Risk assessment for your planned activity which includes Covid considered actions	

The Agreement will be reviewed on a regular basis following the opening up of premises permitted on July 19<sup>th</sup> 2021

The Centre will continue to operate in a Covid secure manner in view of the current trend of rising infections. Hand sanitiser will be provided at entry points, increased cleaning will continue to occur and the wearing of masks will be encouraged when walking around the Centre.

**Nobody should attend the premises if they have symptoms of Covid 19 or are self-isolating. Please ensure your group users adhere to this condition.**

### Rules of Booking

**Please read the rules of booking and general rules carefully as there have been significant changes made as a result of the Covid pandemic. Many of these changes are aimed at ensuring the Centre is a safe place for all our users.**

2. PROVISIONAL BOOKINGS - made in advance without payment are provisional only. The contract for hire is entered into on payment of the hire fee (or bond for adult and children parties). Any cancellations after payment of fees will result in full forfeit of fees or bond.
3. BOND – ADULT AND CHILDREN’S PARTIES ONLY. The hirer shall pay a bond of £60 to secure a firm booking, which is non-refundable on cancellation of the booking. This will be refunded within 28 days of the event after a satisfactory inspection of the Centre and its facilities. The bond shall be withheld in the event of damage to any part of the property, including the curtilage thereof or the contents of the building; or in the event of the Centre requiring additional cleaning due to abuse of the premises during a function, or in the event of excessive amounts of litter or waste remaining. Should the Association have to cancel a booking then the bond will be automatically refunded. It is a condition of any booking that the rear fire exit is not used except in an emergency and that stiletto heels are prohibited as their use will damage the sprung wooden beech floor. Abuse of these conditions may result in the loss of the bond.
4. CANCELLATIONS - the casual hirer shall pay the full fees due at least one month before the commencement of the booking. Cancellations of bookings after payment of fees shall result in the forfeit of fees. New regular users shall pay the first month’s fees in advance, and no refunds will be given for cancellations within this time. After the first month cancellation of individual classes will not be charged providing at least 24 hours’ notice is given to the Clerk and providing there are no more than 4 cancellations per annum. In the event of the Association cancelling the booking all fees paid by the hirer shall be refunded to the hirer.

Full payment is required before a booking can proceed.

5. FEES – LATE PAYMENT – Payment of invoices is strictly within 30 days. A late payment charge equivalent to one hour’s hire will be levied on the next invoice where payment on a previous invoice is not received within this period. No exceptions will be made.
6. GENERAL RULES - the hirer shall ensure the general rules governing the use of the Centre as incorporated into this agreement are complied with.
7. FACILITIES REQUIRED - the hirer shall, on making the booking, inform the Clerk of requirements as to the provision of facilities, for example - bar and disco, seating arrangements - and shall be responsible for any extra charges incurred. Casual hirers shall only use the resident bar but must arrange their own disco if required.
8. SUPERVISION - the hirer shall, during the period of hiring, be responsible for the 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 proper supervision of car parking arrangements and avoid obstructing the highway.
9. ALL ACTIVITIES - must cease by 11.15pm prompt. Bar facilities will close at 11pm prompt. The premises and grounds must be cleared by 11.30pm prompt. Hirers should ensure guests leave quietly.
10. ROOM BOOKING -It should be noted that a room booking is for the room only between the times stated and paid for. It does not include the use of other rooms e.g., as waiting room unless these are paid for as an addition.

11. ADDITIONAL CLEANING - There is to be a compulsory break of 30 minutes between room bookings to allow for a clean between use and resetting of the room for the next booking. Rooms will be locked after the clean and unlocked 5 minutes prior to the next booking. This will be reviewed on a regular basis following the opening up permitted on July 19<sup>th</sup> 2021.
  
12. KITCHEN FACILITIES - The kitchen is available to hire separately to the function room. If the kitchen is required, there is a maximum of 3 people allowed to be in the area and a 1 person must be trained in basic food hygiene. (Level 1 Certificate). It is available for hire only as a kitchen and must not be used for any other purpose. Hirers should provide evidence that those using the kitchen are qualified to do so prior to the hire.  
The kitchen will be locked when not in use and will not be available for casual use, e.g. filling of water bottles
  
13. ADDITIONAL FACILITIES - The Centre is pleased to be able to offer additional facilities for our hirers, including provision of be beverages, flipcharts, projector etc. Please see the hirers' rate sheet for charges.
  
14. WAITING AREAS - Hirers will be requested to ensure only class/room users are on the premises during the booking activity. We are not able to offer additional waiting areas for non-users unless this is subject to an additional paid booking. Only people attending an activity or using the Library facilities can be on the premises.
  
15. SAFETY - All hirers must ensure they provide a Covid secure environment for their users, in line with the latest government guidelines, including the provision of hand sanitizers, as well as having an up-to-date risk assessment to cover their activity.
  
16. ROOM CAPACITY - Room capacity though no longer restricted to specific number restrictions must continue to be managed carefully with due respect for people's welfare and safety. Overcrowding of rooms will not be permitted.

**All hires must be in line with latest government guidelines.**



## Rates of Hire

The aim of the Centre is to provide a community facility for the people of Wickersley. To reflect this, the pricing structure will have 3 charging rates, with the Community rate being the lowest.

- Community
- Small Business
- Commercial and Parties

**Community** a not-for-profit community organization

**Small Business** an independent, small local business operator, who earns an income from the activity

**Commercial** a larger trading entity - private or public sector, private parties/functions

### Room Hire Charges - Hourly rate

	Community Rate	Small Business Rate	Commercial Rate
<b>Meeting Room</b>	<b>£15</b>	<b>£20</b>	<b>£30</b>
<b>Function Room</b>	<b>£20</b>	<b>£25</b>	<b>£40</b>

Payments by BACS (automated bank credit) will be eligible for a 5% discount for 6 or more bookings, paid in advance.

The policy is to give priority to bookings which ensure the Centre is sustainable.

### Additional Services

Kitchen: £10 per booking

Hot drinks - tea and coffee: £1 per person

Flipchart, pad, and pens: charges to be advised.

Projector: charges to be advised.

All rooms will be cleaned between use and locked after cleaning/when not in use.



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everyone.***

## **Standard conditions of hire: Expected behaviour of users of the Community Centre.**

These standard conditions apply to all hiring of Wickersley Community Centre and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Centre support staff, Parish Clerk, or member of the Clerk team, should immediately be consulted. (Hereafter referred to as the Clerk)

### Use of the Centre

- a. All applications for the use of the Centre shall be made in writing to the Clerk.
- b. The right to refuse any application for use of the Centre's facilities is reserved by the Association - or Clerk in consultation with the Chairperson providing that the Clerk reports the matter at the next Association meeting.
- c. All arrangements for use of the Centre's facilities are subject to the Association reserving the right to cancel bookings.

#### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

#### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric, and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and avoid obstructing the highway. As directed by the Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents.

### 3. Use of premises

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) incurred to any part of the premises including the curtilage thereof or the contents of the premises, which may occur during the period of hire or as a result of the booking.

(ii) all claims, losses, damages, and costs made against or incurred by the Community Centre management committee, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

(iii) all claims, losses, damages, and costs made against or incurred by the Community Centre management committee, their employees, volunteers, agents, or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Community Centre management committee and Community Centre employees, volunteers, agents, and invitees against such liabilities.

(b) The Community Centre shall take out adequate insurance to ensure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Community Centre shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Community Centre management committee and the Community Centre's employees, volunteers, agents, and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Community Centre does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Clerk to rehire the premises to another Hirer.

The Community Centre is insured against any claims arising out of its **own** negligence.

### 5. Gaming, betting, and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries, and the person or organisation responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## 6. Music Copyright licensing

The Hirer shall ensure that the Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or where appropriate, the hirer holds a licence.

## 7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 8. Childcare and Vulnerable Adult Acts 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service checks (DBS) should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

The Hirer shall provide the Community Centre management committee with a copy of their DBS check and Child Protection and Vulnerable Adults Policy.

## 9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children and/or vulnerable adults.

The Community Centre needs to be satisfied that adequate stewarding will be available at any event, or series of events, held at the Centre, especially at functions catering for children under sixteen years of age.

The Hirer shall call the Fire Service to any outbreak of fire, however slight, and details shall be given to the Parish Clerk.

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - (a)
    - The location and use of fire equipment.
    - Escape routes and the need to keep them clear.
    - Method of operation of escape door fastenings.
    - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
    - Location of the first aid box.



(b)

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

The hirer will ensure nothing is done to endanger the users of the building, in particular obstructions must not be placed in gangways, exits or near emergency exits, firefighting equipment shall be kept in its proper place and only used for its intended purpose and there must be no fireworks of any kind within the centre or its grounds.

Use of bouncy castles or other inflatable play equipment is strictly prohibited internal and external to the Community Centre.

## 10. Noise

Hirers are responsible for seeing that the noise level of their event is not such as to interfere with other activities within the building.

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Any disturbance requiring police intervention will result in the immediate termination of the booking and no further bookings will be permitted.

## 11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the centre and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## 12. Health and hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations

Only food hygiene qualified personnel (Basic Food Hygiene certificate minimum level 2) are permitted to use the kitchen.

There is a maximum of 3 people allowed in the kitchen at any time.

Litter and waste food should not be left in or about the Centre premises and should be deposited in the labelled bins provided.

## 13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and appropriately PAT tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

## 14. Stored equipment

The Community Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring, until the same is removed. The Community Centre may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Community Centre management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## 15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or to vape, does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## 16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Community Centre or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public, to the Clerk, as soon as possible and complete the relevant section in the Community Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Clerk will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 17. Explosives and flammable substances

The hirer shall ensure that.

- (a) Highly flammable substances are not brought into or used in any part of the premises.
- (b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

## 18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Community Centre Association. No animals whatsoever are to enter the kitchen at any time.

## 20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Community Centre's association accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used 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 be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 22. Loss or Damage to Personal Property

The Association will not accept responsibility for damage to, or the loss or theft of, users' property and effects, however occasioned.

## 23. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to or exit from the Centre. The Centre does not accept responsibility for loss, or damage or theft of any vehicle, or its contents or its grounds.

## 24. Cleaning and Security

All use of the Centre and its facilities is subject to the hirers accepting responsibility for returning furniture and equipment to their original positions and for securing doors and windows of the Centre before leaving the building.

All users shall leave the Centre in a tidy condition. If this is not adhered to, the Centre reserves the option of charging a cleaning fee of £100.

## 25. Cancellation

The casual hirer shall pay the full fees due at least one month before the commencement of the booking. Cancellations of bookings after payment of fees shall result in the forfeit of fees. New regular users shall pay the first month's fees in advance, and no refunds will be given for cancellations within this time. After the first month cancellation of individual classes will not be charged providing at least 24 hours' notice is given to the Clerk and providing there are no more than 4 cancellations per annum. In the event of the Association cancelling the booking all fees paid by the hirer shall be refunded to the hirer.

For example:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Community Centre management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 26. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their

usual positions properly replaced, otherwise the Community Centre shall be at liberty to make an additional charge.

#### 27. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Centre remain in the premises at the end of the hiring. It will become the property of the Community Centre unless removed by the Hirer who must make good to the satisfaction of the Community Centre any damage caused to the premises by such removal.

#### 28. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## **FIRE PROCEDURES**

### **FIRE/EMERGENCY EVACUATION PROCEDURE**

All hirers of the centre must have within their party a designated person who is responsible for the safe evacuation of the centre in the event of an emergency.

### **RESPONSIBILITIES OF THE DESIGNATED PERSON**

The designated person must become familiar with the layout of the centre, the locations of the fire alarm break glass points, fire exits, firefighting equipment and ensure that they have the ability to contact the Fire Service; this includes the verbal briefing by the Community Centre staff. The plan in the foyer demonstrates these, but hirers are strongly advised to become physically familiar with the layout prior to hire. If, during the course of a hire period the fire alarm sounds and the lights flash, the designated person should undertake the evacuation of the part of the building they are in immediately and liaise with other occupants to ensure the Fire Service have been called.

At the start of the hiring the designated person must take a register of the people present or in the case of a party or one-off booking, be aware of the number of people attending and be vigilant. On discovering a fire, detecting smoke, a smell of burning, or simply a suspicion of fire, you must immediately raise the alarm by breaking the nearest fire alarm break glass point. Whilst the alarm is sounding, the designated person must ensure that all personnel have left the building and are accounted for.

The designated person must then call the Fire Service on 999 and give the following address:

**Wickersley Community Centre and Library**

**286 Bawtry Road**

**Wickersley**

**Rotherham S66 1JJ**

Do not re-enter the building to make any phone calls or allow any person to re-enter to collect belongings etc.

On the fire brigade's arrival, the designated person must make themselves known to the emergency services and inform them of the nature of the call-out and headcount details, together with any other information reasonably requested by the Fire Service.

The designated person is to ensure that there is no interference with the emergency services and should ensure that no person re-enters the building before approval is given by the emergency services.

(If possible, the designated person can attempt to extinguish the fire using the appropriate fire extinguisher. However, at NO TIME is anyone's life to be put in danger and priority should be given to evacuating the building)

**In the event of an emergency please contact the caretaker on 07986 602022-**