**!. Definitions:**

In this document the following expressions will have the following meanings:

* 1. The ‘Centre’ will mean Paddock Wood Community Centre.
  2. The ‘staff’ will mean the person(s) employed at the Paddock Wood Community Centre.
  3. The ‘Hirer’ will mean the person(s) making the application for hire of the Centre or the Company or other body on whose behalf the application is made.
  4. The ‘Hire Charge’ will mean the fee the Centre will charge. When an application to hire the Centre is received this will be notified in writing to the Hirer.
  5. The ‘Hire Period’ will be for the dates and times stated on the booking form only.

**2. Procedure For Hire:**

2.1 All applications for hire of the Centre should be made by email or in writing on the Booking Form. The Booking Form can be accessed via the website www.paddockwoodcc.com or collected from the Centre office and returned to the Centre once complete. If an application to hire the Centre is made on behalf of a Company or body, the business form will need to be completed and signed by an authorised signatory.

2.2 The Hire Charge should be paid at least one month (4weeks) before the Hire period; otherwise, the Centre has the right to cancel the hire of the Centre. Centre staff will arrange for you to be invoiced for the booking.

2.3. If, for any reason, the Hirer cancels the hire of the Centre more than four weeks before the Hire period, they will not be liable to pay the Centre any Hire Charge. If the Hirer cancels the hire of the Centre between one and four weeks of the Hire Period, the Hirer will be liable to pay the Centre half of the Hire Charge. If the Hirer cancels hire of the centre within seven days of the hire period, the Hirer will be liable to pay the Council the full Hire charge. Any extenuating circumstances must be raised with the Manager and any adjustment to this policy is at the Manager's discretion.

2.4 If the Hirer wishes to cancel or alter any booking this will need to be made in writing to the staff. Any change or cancellation will only be effective from the date that this notification is received by the staff.

2.5 If the Hirer fails to comply with any of the conditions set out in these Conditions of Hire, then the Centre has the right to cancel the hire of the Centre. The Hirer will be liable to pay the full Hire Charge to the Centre.

2.6 The Centre has the right to cancel the hire of the Centre by any Hirer, at any time, for any reason, by giving a month’s written notice where possible to the Hirer. In this instance, the Centre will repay to the Hirer any Hire Charge that has been paid for the cancelled hire slot but will not be liable for any other losses suffered by the Hirer because of the cancellation.

2.7 The Centre will always endeavour to provide the room requested, but on occasions due to operational reasons this may not be possible. In this situation an alternative room will be provided where possible.

2.8 In the event of severe weather, which affects the ability of Community Centre staff to travel to and from work, the Community Centre will remain closed. Notification of closure will be posted on both Facebook and the website and hirers will be contacted. No charge will be made for room hire, if the Community Centre does not open and no compensation or loss of revenue will be compensated. It is expected that staff will make every effort to open the centre. If the Community Centre is open, cancellations will have to be paid for in accordance with 2.3. Paddock Wood Town Council are responsible for the car park and may decide to close the car park if it is unsafe to use. Hirers will be advised by the Centre if the car park is closed.

2.9. Hirers of the whole hall or building must pay a damage deposit as confirmed by the Management which will be banked.  If the hirer fails to leave the hall clean and tidy and has not removed all their rubbish a proportion of the deposit will be retained depending on the costs of cleaning required. Once the hall has been checked following the event, the refund due will be processed within 2 working days of the event finishing and returned by Bank Transfer.

2.10. All those with a TN12 6 postcode are entitled to a resident discount when hiring. If the hirer is a business/charity or non-profit organisation providing a service or activity to residents of Paddock Wood, this must be discussed with the Centre Manager who will confirm which hire charge a hirer is required to pay.  All other businesses will be required to pay the business hire charge.

1. **Use of the Centre:**

* 1. The Centre will not be used during the Hire Period for any purpose other than that specified in the application for hire, failure to do so will result in a financial penalty or the hire cancelled with immediate effect without refund.

* 1. The Centre will not be used by any other person(s) or Company or body other than the Hirer, without the prior written consent of the Centre, failure to do so will result in a financial penalty or the hire cancelled with immediate effect without refund.

* 1. The Hirer will be liable for any expenses incurred by the Centre during the Hire Period. The Hirer should allow adequate time in the booking to ensure that the room is left in a clean and tidy state. If the room is not left clean and tidy by the Hirer, any additional cleaning costs incurred by the centre will be payable by the Hirer. The Hirer must provide their own cleaning products and adhere to the safety guidelines of these products. Any Hirers not clearing away tables and chairs used, will be subject to a £50 penalty or cancellation of future bookings.

* 1. No posters or notices will be displayed inside or outside the Centre except on the notice board and only with the prior permission of the manager or assistant manager. Any posters displayed at the Centre without permission will be removed by the Centre and any costs incurred in doing so will be payable by the Hirer. It is permitted that the Hirer may use only White Tak to temporarily place notices on the wall in the hired room for the purpose of the hire which must be removed at the end of the hire period. Hirers shall not display any additional signage without the permission of the Manager or Assistant Manager. Nor should they obstruct fire doors or equipment.

* 1. The Hirer will, as far as possible, not permit any disorderly, abusive, or threatening behaviour to take place in the Centre. Hirers should ensure that they and participants in their activities are polite to all staff, and fellow centre users always. Hirers should ensure that they leave promptly at the end of their hire period. The Centre reserves the right to cancel the bookings of any group or Hirer who fails to comply. Damage to walls may result in a bill to make good the damage caused

* 1. The hirer will be responsible for ensuring all electrical equipment used at The Paddock Wood Community Centre has had a PAT (Portable Appliance Test) in the last 12 months the cost of which will be borne by the hirer. This includes, but not exclusively: coffee machines, kettles, sound equipment, PA systems, lighting and extension leads.

* 1. The Centre will provide as part of the hire, full cover to PRS/PPL (Performing Right Society Ltd).

* 1. The Hirer will, during the Hire Period, comply or secure compliance with the following:

• Copyright, Designs and Patents Act 1988

• Local Government (Miscellaneous Provisions) Act 1982 – Public Entertainment Licences

• Electricity at Work Regulations 1989

• Lotteries and Amusements Act 1976

• Health and Safety at Work Act 1974

* 1. The hirer will comply with the booking time and is responsible for ensuring spaces are vacated on time and left in good order. Failure to do so may result in a financial penalty of £50 per 30 minutes or part of.
  2. Chairs and table use is included in the hire charge and must be stacked away safely and on the trolleys provided. Safe manual handling must be carried out at all times
  3. The foyer is a shared space and can be used by all. Please be mindful of prams and scooters etc. All prams, scooters etc must be placed safely out of the way to avoid tripping over and blocking an exit and are left at the owner’s own risk. The foyer and its furniture must not be used by any hirer without prior permission of the Centre Manager.

3.12. All visitors and hirers must park within designated parking bays. Only those displaying a blue

badge may park in a disabled bay.

3.13. The car park is owned and managed by Paddock Wood Town Council. The Centre cannot guarantee that the car park will be available for the hirer, however the Manager may be able to advise if any other activities will be on at the Centre or Memorial Field during your booking time to enable hirers to make other arrangements.

3.14. Free Wi-Fi is available, please see the office for the details.

3.15. When leaving the Centre, all users must leave quietly.

3.16. Vehicles must not be left in the car park overnight following any hire, without the permission of the Management.  The car park is locked at dusk.

3.17 The removable walls must not be moved by anyone other than the centre staff. Walls will be opened or closed by staff during a hire due to Health and Safety.

3.18 Bouncy Castles are permitted in the halls and must be supplied by a reputable company. The Community Centre is not liable for any injuries or events which occur as a result of hired equipment.

3.19 Only soft balls may be used in the centre as this is not a sports hall.

3.20 When playing amplified music, the volume should be considerate of nearby residents, especially if doors and windows are open.

1. **Health and Safety legislation:**

4.1. The Hirer will ensure that all persons are aware of the emergency evacuation routes and assembly points.

The Hirer will have a personal evacuation plan for all users who may require assistance with any aspect of their evacuation.

A valid certificate of Employers Liability Insurance to cover the employees of the Hirer, must be held by the Hirer.

The Hirer is required to complete their own risk assessment of the room they hire and its suitability for the activity to be carried out, including any equipment.

It is the responsibility of the Hirer to ensure that the room hired is suitable for the activity

taking place.

4.2. The Hirer will not allow or permit any person to carry out any of the following:

• To drive a nail, screw, hook or fastening of any kind into any wall, platform, floor, or furniture of the Centre

• To, in any way, cause damage or destruction to the Centre.

• To obstruct the fire exits.

• To move or tamper with any fire appliances in the Centre

• To park in such a manner as to obstruct the entrance or exits to and from the Centre.

4.3 Those serving food and drink are responsible for complying with food safety legislation.

4.4. There is CCTV outside the Centre.  Fire exits are clearly marked as well as Fire Extinguishers. Fire Alarm press points and a Fire Blanket are located in the kitchen.

1. **Liability for loss or injury**

5.1. The Centre will not be liable for any loss, damage or personal injury caused to any persons or property belonging to any persons using the Centre during the Hire Period except where such loss or damage or personal injury arises out of the negligence of the Centre, its servants, agents, or employees.

5.2. The Hirer will be liable for and will ensure that they are adequately insured against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property.

 5.3. Any equipment stored at the Centre is done so at the Hirers own risk and storage space cannot be guaranteed. The Management reserves the right to move any equipment or request any equipment not being stored in a safe manner to be removed with immediate effect.

5.4. Consideration for other hirers should be made when storing equipment. All Hirers must take care when moving storage equipment and ensure that they are aware of safe manual handling.

**6. First Aid**

6.1. The Hirer shall be responsible for the provision of first aid facilities during the Period of Hire for all its employees, agents and those employed by its agents, subcontractors, sublicensees and for visitors to the Event. Paddock Wood Community Centre will only be liable for the provision of First Aid to its own employees and volunteers.

1. **Kitchen Use**

7.1. If use of the kitchen is included in the hire agreement, the hirer must ensure that children are not allowed in the kitchen unless supervised by an adult.

7.2. The Kitchen appliances may only be used by adults who are confident to do so and by children who are aged 16+ with the supervision of an adult. Any items which are marked as ‘Coffee Shop’ must not be used by any hirers.

7.3. The dishwasher can only be used by the hirer once the hirer has been trained by the centre staff and it has been agreed by the Manager/Assistant Manager that the dishwasher can be used.

7.4. All items used in the kitchen must be washed, dried and neatly placed back in the correct cupboards.

7.5. Any breakages must be reported to the staff member on duty during or at the end of the hire and it is at the Manager’s discretion as to whether the breakage must be paid for. The Centre has the right to request payment and the hirer agrees to pay for breakage if the breakage has occurred during the hiring period.

7.6 There may be more than one hirer using the kitchen, each hirer must be mindful of the other and adhere to cross contamination and food safety regulations.

* 1. All food, waste and recycling are to be taken away by all hirers. Bin Bags must be supplied by the hirer

**Paddock Wood Community Centre Fire Safety**

**Emergency Plan**

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event.

**Before the event or function, you should be aware of:**

What fire protection systems are present

• how a fire will be detected

• how people will be warned if there is a fire

• what staff should do if they discover a fire

• how the evacuation of the premises should be carried out including managing and adhering to social distance guidelines

• where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated

• identification of key escape routes and exits

• checking that all escape routes are clear of obstructions and combustibles.

• arrangements for fighting fire

• how the fire and rescue service and any other necessary services will be called

• procedures for meeting the fire and rescue service on their arrival

• what instruction assistants at the event need

• limitation on numbers of people

• exit doors which are required to be in the open position are secure; and

**Before the event or function, you should decide:**

• the arrangements for fighting fire

• the arrangements for means of escape for disabled persons

• the duties and identity of staff who have specific responsibilities if there is a fire

• the arrangements for the safe evacuation of people identified as being especially at risk, such as those with   disabilities, children, members of the public and visitors

• how you will proceed if life safety systems are out of order, e.g., fire-detection and alarm systems,

• who will be responsible for calling the fire and rescue service and any other necessary services?

 • who will meet the fire and rescue service on their arrival and notifying them of any special risks?

 • your plans to deal with people once they have left the premises, especially children. At the start of the event or function you should notify all those present about:

• that smoking is not permitted in the building

• the emergency warning signal

• who is supervising and how to identify them?

• Ensure you are aware and inform your group/attendees of the fire exits

• taking only valuables immediately to hand but not to go to collect other belongings

• the location of the assembly point is in the car park along the memorial field

• what will happen after that (e.g., re-entry to the building)

**During the event or function you should ensure that:**

• escape routes and exits do not become blocked.

• the no smoking rule is adhered to.

• no naked flames are started

• rooms do not become overcrowded and room capacity numbers are adhered to

• noise levels cannot drown out the fire alarm; and

• if necessary, the number of persons at the event is limited or controlled.

**I/We undertake to observe and be bound by the conditions of hire and the Fire Safety Emergency plan for the Community Centre, a copy of which I have received and read.**

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| Information needed | Enter details |
| Society/Company Name |  |
| Name |  |
| Address |  |
| Postcode |  |
| Telephone Number |  |
| Email |  |
| Signature |  |
| Date |  |

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