



Council Managed Community Centres Terms and Conditions

1) Booking Requests

- a. All booking requests must be submitted using the Council's Community Centre Booking Form.
- b. A booking will only be confirmed once written confirmation has been issued by the Council's Community Facilities Team.
- c. The individual submitting the booking form ("the Hirer") must be aged 18 years or over and is responsible for ensuring compliance with these Terms and Conditions, all relevant Council policies and procedures, and all applicable health and safety, fire safety and emergency evacuation requirements.

2) Hire Charges

- a. Charges for the hire of Council facilities are determined by the Council and may be amended from time to time at the Council's discretion.
- b. Hire charges will be based on the original booking details unless the Council receives written notification of any amendments or cancellations at least 24 hours before the commencement of the booking. Where such notice is not provided, the original hire charges will apply.

3) Payment

Payment for bookings must be made upon request by the Council. The Council reserves the right to require payment in full at the time of booking confirmation, in advance of the booking, or at any other time it considers appropriate.

4) Credit

- a. Requests for credit facilities may be considered at the Council's discretion. Where approved, a monthly VAT invoice will be issued based on the original booking details.
- b. Approved credit accounts are subject to 30-day payment terms. Failure to pay the outstanding balance in full within 30 days of the invoice date may result in the immediate withdrawal of credit facilities. The Council also reserves the right to suspend or cancel any future bookings until all outstanding amounts have been paid in full.

5) Cancellations – By the Hirer

- a. The Hirer must provide at least 24 hours' written notice to cancel or amend a booking. Where less than 24 hours' notice is provided, the full hire charge will remain payable.
- b. Where the Hirer fails to attend a booking without providing the required notice, the full hire charge will be payable. Repeated failures to attend (more than two occasions within a 12-month period) may result in the suspension or cancellation of existing and future bookings at the Council's discretion.

6) Cancellations – By the Council

- a. The Council reserves the right to cancel, amend or withdraw any booking where it is necessary to do so, including (but not limited to) operational requirements, health and safety concerns, emergency situations, severe weather, maintenance works or circumstances beyond the Council's reasonable control. The Council will not be liable for any indirect or consequential loss arising from such cancellation.
- b. The Council reserves the right to terminate a booking with immediate effect where the Hirer fails to comply with these Terms and Conditions, Council policies, or where the facilities are being used in an inappropriate, unsafe or unauthorised manner.
- c. Where a booking is cancelled by the Council for reasons other than a breach of these Terms and Conditions by the Hirer, the Council may, at its discretion, refund all or part of any fees paid or offer an alternative booking date or facility where reasonably practicable.

7) Insurance and Risk Management

- a. The use of the Centre and its facilities is entirely at the Hirer's own risk. The Council accepts no responsibility for any loss, damage, injury, claim, action, demand, cost or expense arising from the use of the Centre, except where such loss or damage results from the negligence or legal liability of the Council.
- b. The Hirer shall indemnify and keep indemnified the Council against all claims, losses, liabilities, damages, costs and expenses arising from, or in connection with, the hire and use of the Centre or its facilities, except where such claims arise directly from the negligence or legal liability of the Council.
- c. Where required by the Council, the Hirer must provide evidence of appropriate Public Liability Insurance, at a level determined by the Council and appropriate to the nature of the booking, prior to the commencement of the hire.
- d. The Hirer's insurance must provide adequate cover for all activities undertaken during the booking and for any equipment brought onto or stored within the Centre. Any request to store equipment on Council premises must receive prior written approval from the Council. All equipment is stored entirely at the owner's risk.
- e. The Hirer must complete a suitable and sufficient risk assessment for the proposed activity, programme or event, specific to the Centre and the area being hired. The

Council may request a copy of the risk assessment at any time before or during the booking.

- f. Prior to the commencement of the booking, the Hirer must satisfy themselves that the hired facility is suitable and safe for the intended use. Any defects, hazards or safety concerns identified before or during the booking must be reported immediately to a member of Council staff.
- g. The Hirer is responsible for ensuring that suitable first aid arrangements are in place for the activity being undertaken and that all relevant health and safety legislation is complied with throughout the period of hire. Hirers must immediately report accidents or near misses.

8) Emergency Evacuations

- a. The Hirer is responsible for familiarising themselves with the Centre's emergency evacuation procedures prior to the commencement of the booking. This includes the location of the nearest fire alarm call point, emergency exits, escape routes and the designated assembly point, as identified within the Centre's Fire Risk Assessment and emergency signage.
- b. In the event of an emergency evacuation, the Hirer is responsible for ensuring that all members of their group evacuate the building promptly and safely via the nearest available fire exit to the designated assembly point. The Hirer must conduct a roll call, where appropriate, and notify a member of Council staff or the Fire and Rescue Service of any person who is unaccounted for or who may remain within the building.
- c. Where a member of the Hirer's group may require assistance during an emergency evacuation, including due to a disability, reduced mobility or other additional support need, the Hirer must notify the Council in advance of the booking where reasonably practicable. The Hirer is responsible for making appropriate arrangements to support those individuals during the booking and must cooperate with any evacuation procedures or instructions provided by Council staff.
- d. The Hirer must not place, or permit to be placed, any furniture, equipment or other obstruction, whether temporary or permanent, in corridors, public areas, stairways, doorways, emergency exits or designated escape routes that may impede access or emergency evacuation.

9) Child and Adult Safeguarding

- a. The Hirer must comply with the Council's Child and Adult Safeguarding Policies, Codes of Practice and any other relevant safeguarding procedures in force at the time of the booking. Copies of these documents are available on the Council's website.
- b. The Hirer is responsible for ensuring that appropriate safeguarding arrangements are in place for all activities involving children and adults at risk, including ensuring that all personnel, volunteers and coaches meet any relevant safeguarding and statutory requirements applicable to their role.

- c. The Hirer must immediately report any safeguarding concerns or incidents arising during the booking in accordance with the Council's safeguarding procedures and any applicable statutory reporting requirements.

10) Supervision

The Hirer shall be responsible for:

- a. The planning, organisation, administration and safe management of all activities, programmes or events taking place during the period of hire. Where assistance is provided by the Council under separate arrangements, the Council accepts no responsibility for the management or operation of the event unless it is negligent or in breach of a contractual or statutory duty.
- b. Providing sufficient suitably competent supervisors, stewards or marshals, where appropriate, to ensure the effective supervision of participants, spectators and visitors, and to maintain the safety, security and good order of the Centre throughout the booking.
- c. Ensuring the hired facilities are left in a clean, tidy and safe condition at the end of the booking. All equipment, furniture and waste must be removed or returned to their original locations unless otherwise agreed with the Council.
- d. Ensuring that the individual who completed the booking form, or their nominated responsible person, is present throughout the booking or has delegated responsibility to a competent person. That individual is responsible for ensuring compliance with these Terms and Conditions and all relevant Council policies, procedures and guidance, including those relating to health and safety, fire safety, safeguarding and emergency evacuation.

11) Use of Facilities

- a. Where the Hirer is not making reasonable use of all or part of the facilities booked, the Council reserves the right to reallocate any unused areas. The Council may, at its discretion, adjust the hire charges accordingly.
- b. The Hirer is responsible for ensuring that all participants, coaches, officials, volunteers, spectators and visitors conduct themselves in a respectful, inclusive and responsible manner at all times. Behaviour that is abusive, threatening, discriminatory, intimidating or otherwise inappropriate will not be tolerated. The Hirer must take reasonable steps to ensure good order is maintained throughout the period of hire and comply with any reasonable instruction issued by Council staff.

12) Admission

The Council reserves the right to:

- a. Refuse admission to, or require the removal of, any person from the Centre where it reasonably believes that their behaviour is unsafe, disruptive, unlawful, abusive, or

otherwise inconsistent with these Terms and Conditions or the safe operation of the facility.

- b. Restrict the number of persons permitted to use the Centre or any part of it at any time. Under no circumstances may the number of persons attending exceed the maximum occupancy limit or the number approved as part of the booking.

13) Damage

- a. The Hirer is responsible for any loss, damage or injury caused to the Centre, its grounds, furniture, fixtures, fittings, equipment or any other Council property arising from, or in connection with, the booking. The Hirer must reimburse the Council for the reasonable costs of repairing or replacing any damaged property.
- b. Where damage results in the temporary closure or restricted use of all or part of the Centre, the Hirer may also be liable for any reasonable financial loss incurred by the Council, including any loss of income resulting from the cancellation or relocation of subsequent bookings.

14) Smoking & Alcohol

- a. Smoking, including the use of electronic cigarettes and vaping devices, is prohibited within all Council buildings and facilities. The consumption of alcohol is also prohibited unless prior written approval has been granted by the Council.
- b. The sale, supply or distribution of alcohol within the Centre is strictly prohibited unless authorised in writing by the Council and all relevant statutory licences and permissions have been obtained.

15) Gambling

Games of chance, lotteries, sweepstakes, betting or any other form of gambling must not be conducted on Council premises without the prior written approval of the Council and, where applicable, compliance with all relevant legislation, licences and regulatory requirements.

16) Publicity Material

- a. All posters, banners, promotional materials and other publicity relating to activities taking place at the Centre must receive prior approval from the Council before being displayed or distributed on Council premises.
- b. The Hirer must not display, distribute or install any advertising or promotional material within or around the Centre without the prior written approval of the Council.
- c. The Hirer must not imply or state that the Council endorses, sponsors or supports any event, activity or organisation without the Council's prior written consent.

17) Photography, Filming and Broadcasting

- a. Photography, audio recording, filming, livestreaming or broadcasting on Council premises must not take place without the prior written approval of the Council. Any approved activity must comply with all relevant legislation, including data protection, safeguarding and copyright requirements.
- b. The Hirer must not grant or assign any broadcasting, filming or recording rights relating to activities taking place on Council premises without the prior written consent of the Council. Where consent is granted, the Council reserves the right to be consulted on, and where appropriate be a party to, any negotiations, agreements or contractual arrangements relating to such rights, including any associated publicity or commercial income.

18) Performing Rights and Copyright

The Hirer is responsible for ensuring that all necessary licences and permissions are obtained prior to any performance, playing, or use of literary, dramatic, musical works, recorded music, or other copyrighted material within the Centre. Any required licence issued by the relevant licensing authority or copyright owner must be obtained by the Hirer and provided to the Council upon request before such material is used. The Hirer shall ensure that all copyright and performing rights obligations are fully complied with during the period of the letting.

19) Alterations and Decorations

- a. The Hirer must not make, or permit to be made, any alterations, additions, attachments or modifications to the Centre, its fixtures, fittings, equipment, furniture, décor or facilities without the prior written approval of the Council.
- b. Any approved alterations, installations, decorations or temporary arrangements must be carried out safely, in accordance with any conditions specified by the Council, and must be removed at the end of the booking unless otherwise agreed.

20) Loss of Property

The Council accepts no responsibility for any loss, theft, or damage to clothing, personal belongings, or other property left within the Centre.

21) Transfer of Right of Use

The right to use the Centre's facilities or equipment is granted to the authorised user only and may not be transferred, assigned, or passed on to any other individual or organisation without prior approval from the Council.

22) Additional Hiring

The Council reserves the right to allocate other areas or units within the Centre for separate hire during the same period. Where this occurs, users may be required to share common access areas, including corridors, stairways, and other communal spaces within the Centre.

23) Public Holidays

The Council reserves the right to limit, suspend, or prohibit access to and use of the Centre on Public Holidays.

24) Variation of Conditions

The Council reserves the right to amend, update, or introduce additional terms and conditions at any time.

25) Compliance with Conditions

All conditions contained within these terms and conditions must be strictly observed. Failure to comply with any of the conditions may result in the Council refusing future applications for use of the Centre by the Hirer or organisation concerned.