

## Park Community Centre



Weymouth Waterside Community Forum

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Waterside Weymouth Community Forum

Registered Charity Number 1081832

## Terms and Conditions

### General Rules Governing the Use of Park Community Centre

#### Use of Centre

Use of the Community Centre and its facilities is subject to the following rules and in the case of hirers, to the conditions incorporated in the hiring agreement. All group leaders must abide by these terms.

#### Equal opportunities

Users of the Community Centre must comply with the Equality Act 2010. They must ensure that the Community Centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

#### Applying to use the Centre

Application for use of the Centre shall be made via email or telephone enquiry or face to face.

The right to refuse any application for the use of Centre facilities is reserved by the Trustees.

The Trustees reserve the right to request such additional information as it deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing letting.

All arrangements for the use of Centre facilities are subject to the Trustees reserving the right to cancel bookings when the premises are required for use as a Polling Station, private event or are otherwise rendered unfit for the intended use.

#### Hours of opening

Facilities at the Community Centre are normally available for the use between the hours of 9am and 11pm. In exceptional cases, these hours may be extended on application to the Trustees.

#### Safety requirements

All conditions attached to the granting of the Centre's Premises Licence or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.

All groups are expected to co-operate in the fire drills which may be arranged at varying times in order to familiarise users with evacuation procedures;

The Fire Assembly point is situated at the end of Chelmsford street by Lennox street.

The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes;

Firefighting apparatus shall be kept in its proper place and only used for its intended purpose;

The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Trustees.

Permission for performances involving danger to the public shall not be given;

Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, etc.) shall be erected;

No additional heating appliances shall be used on the premises;

The First Aid box shall be readily available to all users of the premises. It is located in the main hall and both upstairs and downstairs kitchens. and must be returned after use. The Chairman must be informed of any accident or injury occurring on the premises and the accident book completed; (stored with the first aid box)

All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation.

### Supervision

The hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent them from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment.

When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the firefighting equipment provided and the location of the Fire Assembly Point communicating this to all participants.

### Safety of vulnerable people

Regulated activities involving either children or vulnerable adults will not be permitted on the premises except with the written agreement of the trustees, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

All organisers of activities (involving children and/or vulnerable adults) should comply with the recommendations of Community Matters technical guidance on 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and the Trustees reserve the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned.

### Supply of food and drink

Only persons who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises.

There will be no more than 3 persons in the kitchen at any time

### Intoxicating liquor

No intoxicating liquors are permitted to be bought or sold on any part of the premises without the express permission in writing of the Trustees.

### Licences

#### Music in the Centre

The premises are licensed with PRS for Music and with Phonographic Performance Ltd (PPL) for the playing of recorded copyright music and for the live performance of copyright music.

#### Television

The Community Centre does not have a valid TV licence.

The Community Committee does have a 'Public Video Screening Licence (PVS L)' and hirers can show motion pictures, cartoons etc. but first it must be discussed with the Trustees.

#### Storage

The permission of the Trustees must be obtained before goods or equipment are left or stored at the Community Centre.

#### Loss of property

The Committee cannot accept responsibility for damage to, or the loss or theft of, Centre users' property, possessions and effects.

### Car parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Centre. Parking accommodation is provided via permits which must be authorised by the Trustees. Users of the Centre should avoid undue noise on arrival and departure.

The Trustees cannot accept responsibility for damage to, or the loss or theft of, Centre users' property and effects, theft of vehicles and possessions.

### Nuisance

Litter shall not be left in or about the Centre premises.

Except in the case of trained guide dogs for the blind, dogs shall only be permitted on the Centre premises in connection with organised activities such as dog training or dog shows.

Hirers and organisers of events in the Community Centre are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

### Cleaning and security

All use of Centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises as directed. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed.

## STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Trustees premises.

### 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.

### Supervision

The Hirer shall, during the period of the hiring, be responsible for –

Supervision of the premises, the fabric and the contents;

Care, safety from damage, however slight, or change of any sort;

The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway.

NB As directed by the Trustees, 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.

### Use of Community Centre

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let 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.

### Licensable activities

The Hirer shall ensure that the Committee holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Committee holds it.

### 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, the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children. The hirer shall also comply with the Committee's health and safety policy.

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

The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;

- The location and use of fire equipment. (Include diagram of location when handing over keys);
- 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.

In advance of the booking taking place 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;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.
- There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity

### Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Chairman.

### Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

### 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 used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

### Insurance and indemnity

The Committee holds public liability cover of £5million.

The hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage there or the contents of the premises.
- All claims, losses and damages costs arising out of the use of the premises (including the storage of equipment) by the hirer made against or incurred by the Committee, employees, volunteers, agents or invitees.
- All claims, losses and damages and costs arising as a result of any nuisance caused to a third party as a result of the uses of the premises by the hirer.
- Indemnifying the Committee, its employees, volunteers, agents or invitees against any of the above

If the hirer is a commercial business, e.g. (keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of £5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.

Regular Commercial hirers requiring above shall be asked to confirm the existence of insurance as stated on an annual basis, Dec 31st is to be used as the Committees insurance declaration date.

The Committee shall take out adequate insurance to insure the liabilities described above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described above. The Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify.

## Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Chairman or, failing that, to a member of the Trustees as soon as possible and complete the relevant section in the Committee's accident book. Any failure of equipment belonging to the Committee or brought in by the Hirer must also be reported as soon as possible in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

As certain types of accidents or injury **MUST** be reported, assistance will be given when making out such a report should it be required

## Explosives and flammable substances

The Hirer shall ensure that:

Highly flammable substances are not brought into, or used, in any part of the premises and that;

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

## Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

## Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

## 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 Trustees. No animals whatsoever are to enter the kitchen at any time.

## Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults.

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks 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 Committee with a copy of their DBS Check and Child Protection Policy on request.

## 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

Trustees 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.

### 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.

### Film shows

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.

### Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the trustee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the trustees.

The trustees reserve the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- the Trustees reasonably considering that:-such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- a civil contingency requiring use of the premises as a rest Centre 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 trustees shall not be liable to the Hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

### End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual position should be properly replaced otherwise the trustees shall be at liberty to make an additional charge to be deducted from any surety held. An additional invoice will be issued if the amount claimed is in excess of the surety held. A representative of the Community Centre will be responsible for the securing of the premises following an event unless other arrangements have been made prior to the booking

At no time must the premises be left unattended and unlocked. In the unlikely event that the person responsible for the lock up fails to arrive, a member of the trustees should be telephoned to assist.

### Noise



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.

#### Stored equipment

The Trustees accepts no responsibility for any stored equipment or other property brought onto 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 Trustees may use its discretion in any of the following circumstances:

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;

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 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.

#### 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 trustees. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the trustees. Any unauthorised articles left on the premises will be disposed of by the trustees as it thinks fit. The Hirer will make good to the satisfaction of the trustees any damage caused by such installation and removal.

#### No rights

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

#### Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

#### Opening and Closing the Community Centre

All details of regular hirers responsible for keys shall be recorded on the Community Centre Key Register

The Centre will be opened for your hiring by a representative of the Community Centre and will be closed for you at the time you have indicated.

Please ensure that any outside caterers, contractors are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone (Chairman) in case of difficulty.

## Cancellation Fee

If you have to cancel your event and we have to refund your booking fee, there will be a £10 cancellation fee.

## Safety

Smoking on the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.

The exact location of the fire exits and fire extinguishers must be noted before the Centre is occupied and the manner of opening Fire Doors should be made known to your guests.

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in an orderly manner.

A first aid box is located in the main hall.

Power Circuits/Heating, the heating controls are located in the kitchen and by the loo.

Please let the centre know if you need the Centre to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the Centre being too cold or hot for subsequent users. The heating is timed to turn off at 10:30pm. Please warn your guests, band or disco of this.

## Centre Telephone

The phone is not to be used for personal calls.

## Car Parking

The roads leading to the Centre are public roads and must not be obstructed.

## Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins (other than on the notice board provided) or blutac / adhesive tape on the walls or other surfaces, as hooks are provided around the room should you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy and take waste home as we have no provision for its collection. We require you to ensure table tops are disinfected and wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments - Please report as soon as possible to the Booking Secretary any faults or damage so that they can be rectified quickly.

The Trustees welcome comments or observations that you may have about your hire of the Centre .

**Signed by**.....

**Name**.....

**Date**.....