



Chinley and Buxworth Community Centre Terms and Conditions of Hire



Please ensure you have read these terms and conditions before making your booking.

In these terms and conditions, the 'Community Centre' or 'Premises' refers to Chinley and Buxworth Community Centre, Lower Lane, Chinley, SK23 6BE and includes the main Community Centre building and outside hard court. The 'Hirer' means any person, persons or group named on the booking form, who have hired or booked facilities at the Community Centre. The 'CBBCA' refers to Chinley, Buxworth and Brownside Community Association, with which this agreement is entered into. The Hirer cannot enter into this contract on behalf of a third party.

1. Bookings

- 1.1 It is possible to make bookings for one-off events as well as ongoing activities (block bookings).
- 1.2 Bookings can be made for the main hall, meeting room and outside hard court (if floodlights are needed).
 - i) Bookings for the main hall include the use of the kitchen.
 - ii) Bookings for the meeting room include the use of a kettle and utensils for making refreshments.
 - iii) There is no need to book to use the hard court unless the floodlights are needed. Use of the hard court is free of charge unless the floodlights are used.
 - iv) All bookings include use of the toilets and changing rooms.
 - v) Payment is due within 7 days of initial booking enquiry and before any booking activity takes place.
- 1.3 Block bookings can be made for a fixed length of time or on an ongoing open-ended basis and the Hirer agrees to the following:
 - i) Block bookings must be for the same group for each session.
 - ii) In the case of a fixed length block booking, payment is due in advance for the full term. If the booking is for more than 4 weeks, payment is due in advance for the first 4 weeks, then every 4 weeks thereafter.
 - iii) In the case of an ongoing booking, payment is due in advance on a monthly, half-termly or termly basis as arranged with the Bookings Secretary.
 - iv) Payment is due in its entirety, whether or not the booked space is used.
 - v) If the Hirer fails to pay for the use of the booked space within 30 days of the due date of payment the CBBCA reserves the right to stop the Hirer using the building.

- 1.4 Hirers must only use the rooms and facilities agreed at the time of the booking. Hirers are not permitted to make use of any other bookable space without prior arrangement with the Bookings Secretary.
- 1.5 Hirers must ensure the booking time includes adequate set-up time and tidy-up time.
- 1.6 Sub-letting is prohibited. Hirers must be present throughout their bookings. If a Hirer delegates responsibility to a third party they must notify the Bookings Secretary.
- 1.7 Hirers must be over the age of 18.

2. How to make a booking

- 2.1 Bookings must be made in person at - or by writing to - Chinley Post Office, 5 Green Lane, SK23 6AA, or by telephone on 01663 750521, or by emailing bookings@chinleyca.org.uk. The post office is open Monday to Friday 9am to 5.30pm and Saturday 9am to 12:30pm.
- 2.2 Hirers must fill in the booking form, which is available electronically on the CBBCA website (<http://www.chinleyca.org.uk/about-us/hiring-the-facilities/chinley-community-centre/>) or a paper copy from the post office.
- 2.3 Hirers give consent for the CBBCA to store and process their data. The CBBCA will not share any personal information with any other parties. The CBBCA has a Data Protection Policy.
- 2.4 All bookings are provisional until confirmed by the Bookings Secretary.
 - i) For one-off bookings confirmation of booking will be made within 7 days of receipt of a completed booking form and payment.
 - ii) For block bookings confirmation of booking will be made within 7 days of receipt of a completed booking form, once payment arrangements have been agreed with the Bookings Secretary and the first payment has been received.
- 2.5 Payment can be made in the following ways:
 - i) By cash delivered in person to the Bookings Secretary inside a sealed envelope with the Hirer's name, contact number and date of booking written on the front.
 - ii) By cheque delivered in person or by post to Chinley Post Office, 5 Green Lane, SK23 6AA. Cheques should be made out to Chinley, Buxworth and Brownside Community Association and have the Hirer's name, address and date of booking written on the back.
 - iii) Via BACS into the CBBCA bank account number 10107450, sort code 16-15-28. Please insert the Hirer's name and the date of the booking as the reference.

3. Pricing

- 3.1 The main hall, meeting room and outside hard court (with floodlights) are priced separately. Hirers can book either one or a combination of each.
- 3.2 Current hire charges for rooms, facilities and equipment are stated on the CBBCA website (<http://www.chinleyca.org.uk/about-us/hiring-the-facilities/chinley-community-centre/>). A paper copy of these prices is available at the post office.

4. Cancellation

4.1 The CBBCA reserves the right to refuse or cancel any booking application either if the prospective Hirer has not adhered to these terms and conditions of hire in the past or fails to do so during the time of the booking. The CBBCA will not be liable for any costs of losses incurred by the Hirer as a result of refusal of a booking application or cancellation of a booking.

4.2 The CBBCA reserves the right to cancel a booking at short notice if the Premises are unfit for use, if the Premises are required for statutory use or if the Premises are required for use by Derbyshire County Council (e.g. as a Polling Station).

i) In these circumstances the hire fee will be returned.

ii) The CBBCA will not be liable for any other costs or losses incurred by the Hirer as a result of cancellation under these circumstances.

4.3 If the CBBCA needs to cancel a booking for any other reason they will notify the Hirer as soon as possible.

i) The CBBCA will give Hirers that have booked for a one-off event at least 7 days notice of cancellation.

ii) The CBBCA will give block booking Hirers 4 weeks notice of cancellation.

iii) The CBBCA will give the Hirer a full refund of any booking fee already paid.

4.4 If the Hirer needs to cancel a booking they must notify the Bookings Secretary as soon as possible.

i) Hirers that have booked for a one-off event must give the Bookings Secretary at least 7 days notice of cancellation.

ii) Block booking Hirers must give the Bookings Secretary 4 weeks notice of cancellation. If the Hirer discontinues the activity and stops using the Premises they are still liable to pay the full booking fee for the 4 week notice period.

iii) If the Hirer fails to give adequate notice of cancellation they will be liable for the full booking fee.

- iv) The CBBCA may consider reimbursing Hirers that have cancelled without due notice only if the Premises have been hired out to someone else in the meantime.

5. Liability

5.1 All users of the Premises do so at their own risk.

5.2 The CBBCA accepts no liability for death or personal injury, howsoever caused, resulting from the non-negligent acts of the CBBCA and its employees. The Hirer shall indemnify the CBBCA and its representatives against any liability, loss or claims thereof, unless the CBBCA can be proved to have been negligent or in breach of duty.

5.3 The CBBCA does not provide staff on the Premises during booking periods. Therefore, Hirers should make themselves familiar with the Health and Safety Policy. This is currently under review and will soon be displayed in the Community Centre building and must abide by the health and safety regulations in operation. The Hirer should also make themselves and their group familiar with the fire and emergency procedures in operation.

- i) In the case of a fire the Hirer and their group should exit the building immediately, gather in the car park and call the emergency services. No one should re-enter the building until it is confirmed as safe to do so.

- ii) The use of deep fat fryers and portable heaters is strictly prohibited on the Premises. Any electrical equipment brought onto the Premises by the Hirer must have been checked for safety and have a valid portable appliance testing certificate.

- iii) Naked flames are not allowed on the Premises with the exception of candles on celebration cakes.

- iv) In the case of an accident requiring medical attention the Hirer is expected to have first their own procedures with regard to calling for an ambulance and administering aid.

- v) There are three first aid kits on the Premises; one in the kitchen, one in the main hall and one in the meeting room. The CBBCA cannot be held responsible for the improper use of the first aid kits or the contents therein.

- vi) All accidents must be recorded in the Accident Book, which can be found with the first aid kit in the main hall.

- vii) The Hirer must carry out their own risk assessment of their activity. A template will soon be available on the CBBCA website.

5.4 Attendees at the booking must not exceed the maximum room capacity. The main hall has a maximum capacity of 80 persons and the meeting room 40 persons.

5.5 Smoking and the use of illegal substances is strictly prohibited on the Premises.

5.6 No alcohol should be sold or consumed on the Premises unless prior arrangement has been made with the Bookings Secretary. Any licenses required for the sale of alcohol on

the Premises are the responsibility of the Hirer. A copy of the license must be displayed at the event.

- 5.7 The CBBCA holds a Public Performance License for the Community Centre and this is displayed in the building.
- 5.8 The CBBCA accepts no responsibility for loss or damage to personal goods, property or equipment. It should be noted that the CBBCA insurance does not cover the Hirer's own equipment. Any such insurance required must be arranged by the Hirer at their own expense.
- 5.9 Hirers must provide their own public liability insurance where relevant.

6. Care of the Premises, facilities and equipment

- 6.1 The Premises should be in a clean and tidy condition when the Hirer arrives. If this is not the case the Hirer should inform the Bookings Secretary.
- 6.2 A fault report record is displayed in the Community Centre building. Hirers are asked to record any minor faults they discover on this record. Please report any major faults by telephoning the contact number on display.
- 6.3 The Hirer is responsible for the conduct of the users of the Premises and any damage incurred during the time of the booking. The CBBCA reserves the right to recover the cost of any repairs or replacements from the Hirer.
- 6.4 The Hirer must pack away all equipment at the end of every session. All equipment must be returned to its original position and safely stored in such a way that it does not pose a safety risk or inconvenience to other users of the Premises. Exits, fire exits and fire equipment must not be blocked at any time.
- 6.5 The Hirer must ensure rubbish is disposed of in the bins provided. If food and drink are consumed on the Premises all washing up must be done and the kitchen must be left clean and tidy.
- 6.6 The Hirer is required to ensure all lights and electrical equipment are switched off at the end of the booking. Please note: Hirers must not turn off the power switches next to the individual radiators. If the heating override switch has been turned on it must be switched off upon leaving.
- 6.7 The Hirer must ensure all windows and external doors are locked (where appropriate) at the end of the booking.
- 6.8 The Bookings Secretary will provide the Hirer with a set of keys to access the Community Centre building.
 - i) The CBBCA reserves the right to charge the Hirer for damage or loss of these keys. The Hirer must return the keys at the end of the booking.
 - ii) As key-holders for the duration of their booking, block booking Hirers agree to pay a £7 returnable deposit on receipt of their keys. The deposit will be held by the CBBCA Treasurer and repaid to the Hirer on return of the keys.

6.9 Dogs (apart from guide dogs) are only allowed inside the Community Centre building with permission from the CBBCA. Dogs are not allowed on the hard court at any time.

7. Safeguarding

7.1 If the Hirer's event or activities are for children, or children are attending, the Hirer should ensure regulations for their safety are observed. The CBBCA has a Child Protection Policy. This is currently under review and will soon be displayed in the Community Centre building.

7.2 Hirers should, where appropriate, identify their own Child Protection Officer who has been nominated to attend relevant training and act as the contact for the CBBCA, parents and children.

7.3 Any persons involved with activities working directly with children will need to produce a valid Disclosure and Barring Service (DBS) certificate.

7.4 Children under the age of 18 must be supervised at all times while on the Premises.

8. Equal opportunities

8.1 The CBBCA has an Equal Opportunities Policy. This is currently under review and will soon be displayed in the Community Centre building.

8.2 The CBBCA believes that all members of the community have the right to take part in community activities free from the threat of abuse. This includes the use of obscene language and discrimination on the basis of ethnicity, gender, sexual orientation, socio-economic status, ability or faith. The CBBCA reserves the right to exclude any individual from activities taking place on the Premises if they abuse or discriminate against any other in any way.

9. Community neighbours

9.1 Hirers agree to be considerate to neighbouring residents in the local community and should avoid making excessive noise. External doors and windows should remain closed when the Premises are being used for performance or production of live or recorded music.

10. Complaints

10.1 Hirers can make a complaint by writing to CBBCA Chair, Chinley and Buxworth Community Centre, Lower Lane, Chinley, SK23 6BE or emailing complaints@chinleyca.org.uk.

10.2 The CBBCA will acknowledge a complaint in writing within 7 days of receiving it.

10.3 The CBBCA will respond to a complaint in writing as soon as possible and within 30 days of receiving it.

10.4 In the event that it takes longer to resolve any issues that arise from a complaint the CBBCA will maintain regular written contact with the complainant advising of progress.

Date of last review: 14 January 2017