



Wootton & Dry Sandford Community Centre
Lamborough Hill
Wootton
Oxfordshire
OX13 6DA
 E-Mail: w-and-dscc-booking@hotmail.co.uk

TERMS & CONDITIONS OF HIRE

Updated July 2020

DEFINITIONS:

The HIRER is the person, not under the age of 18 years, who is hiring the PREMISES, or the Authorised Representative of the organisation hiring the PREMISES

The EXCO shall mean the Executive Committee (directors/trustees) of Wootton & Dry Sandford Community Centre Limited who are responsible for the operation of the Wootton & Dry Sandford Community Centre

The PREMISES are the Wootton & Dry Sandford Community Centre including the car park and areas immediately adjacent.

RESPONSIBILITIES OF THE HIRER

HIRING

1. Prior to using the PREMESIS
 - 1.1. a signed booking form must have been received by the Administrator on behalf of the EXCO confirming adherence to these terms of hire and confirming that the details if the booking have been correctly recorded (date, time, rooms).
 - 1.2. A surety (refundable damages deposit) of one hundred pounds (£100) has been paid.
2. Full payment for the hire in addition to the surety must be received at least 2 weeks prior to the hire date unless otherwise agreed. Where this has not been received, the Company reserves the right to treat the booking as having been cancelled.
3. The HIRER shall at no time exceed the maximum capacities for which the PREMISES are licensed. These are as follows:

Main Hall	Function room 1	Function room 2	Function room 3
Formal Dance: 104 Informal Dance: 140 Informal Lunch/Dinner: 120 Formal Dinner: 129 Stage Performances (all Seated): 192	Dinner/Bingo etc: 60 Conference Style: 88	Not to exceed 70	Not to exceed 60

4. The HIRER shall be liable for charges as follows in the event of cancellation, unless cancellation is caused by a problem with the premises (e.g. no heating, burst pipe etc) :
 - 4.1. More than 2 weeks notice – no charge
 - 4.2. Less than 2 weeks notice – 50% of the original hire charge will be payable
 - 4.3. Less than 72 hours notice – 100% of the original hire charge will be payable
5. The HIRER is responsible for allowing sufficient time in their booking for setting up and clearing away and will be charged at the appropriate hourly rate.
6. All rooms required must be booked including use of a kitchen. To ensure sole use of a kitchen, this must be paid for at the full rate.
7. Frequent hirers
 - 7.1. are required to return the signed booking confirmation to the Administrator and must hold a current Public Liability Insurance, First Aid/er, Child Protection and Health and Safety policies, a risk assessment, plus any additional requirements relevant to the organisation. Copies must be supplied to the EXCO within seven (7) days if requested.
 - 7.2. At the discretion of the EXCO regular users may pay in arrears.

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- 7.2.1. Where frequent users are invoiced monthly, payment is due no later than 14 days from date of invoice;
- 7.2.2. Where frequent users are invoiced quarterly, payment is due no later than 30 days from date of invoice (or proforma invoice, whichever is issued first). Amendments to an invoice must be requested within 14 days of issue. An additional late payment fee of £10 per month that the payment is late shall be payable.
8. The HIRER shall take all reasonable measures to prevent drunk and disorderly behaviour on the PREMISES and shall not serve alcohol to any person suspected of being drunk or under the age of 18.
9. The introduction, sale or use by any users of the PREMISES of illegal drugs, whether in the building or within the curtilage is forbidden and constitutes misuse of the PREMISES. The HIRER is advised that breaching this condition will entail the automatic loss of any surety paid and possible refusal of further bookings.
10. Use of the dishwasher in Kitchen 1 is by agreement only and may only be used by persons who have received relevant training in how to operate and maintain the machine. Please contact the Caretaker if you wish to be granted permission to use this facility.
11. Should the HIRER request assistance with setting up or clearing away, this will be charged at £25 per hour.
12. At the end of hire
 - 12.1. The HIRER shall be responsible for leaving the PREMISES and surrounds in a clean and tidy condition and fit for use by the next hirer. If after your function, the premises are found to be not in a clean and tidy state then additional costs for cleaning will be payable at 1.5 times the usual rate.
 - 12.2. Any contents temporarily removed from their usual positions should be properly replaced.

Specifically:

 - 12.2.1. the hirer shall ensure that all the window curtains or blinds are open,
 - 12.2.2. the folding chairs are repacked securely onto their trolleys and secured in place using the straps provided,
 - 12.2.3. the red chairs stacked in the store room,
 - 12.2.4. the tables are cleaned with anti-bacterial cleaner and then replaced onto the trolleys as per instructions in main hall store room
 - 12.2.5. all emergency exits clear of obstruction.
 - 12.2.6. The HIRER shall be responsible for the removal of ALL RUBBISH (including recycling materials and waste food created by the HIRER) from the PREMISES. On no account may food of any description be left on the PREMISES. Please note that hirers are required to provide their own black sacks, dish cloths, washing up liquid, anti-bacterial cleaner (for all surfaces used in preparation/serving of food) and tea towels.
 - 12.3. The HIRER shall be responsible for ensuring that the PREMISES are properly locked and secured after the period of hire and if during any period when the PREMISES are unoccupied, unless directed otherwise. Specifically for ensuring that all doors - (internal and external) are closed and locked as appropriate and the intruder alarm system is correctly set. (Separate instructions are available explaining the operation of the intruder alarm system).
 - 12.4. Failure to comply with these conditions will render the HIRER liable for forfeit of surety and/or additional charges.
13. The HIRER shall notify the EXCO of any damage to any property within the PREMISES and indemnify the EXCO for the cost of repair of any damage done to any part of the property, including the surrounding area thereof, or the contents of the building, including property belonging to third parties, which may occur during the period of hiring or as a result of the hiring.
14. The use of 'Bouncy Castles' and other tall apparatus is NOT permitted in the building UNLESS they meet the HSE regulations at the time – they can be used outside the building provided they are properly attended at all times and with appropriate insurance. The Board of EXCO accepts no responsibility for any accidents or incidents in relation to the use of bouncy castles
15. The HIRER is requested to discourage the wearing of stiletto heels or other footwear that could cause damage to the floor surface.
16. The HIRER shall ensure that no unauthorised heating appliances are used on the PREMISES



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17. The Hirer shall ensure that any noise from the PREMISES will not disturb neighbours and that persons arriving, leaving or using the PREMISES do not cause annoyance to neighbours.
18. The HIRER shall ensure that nothing is done on, or in relation to the PREMISES in contravention of the law relating to gaming, betting or lotteries, including Bingo and other games of chance. In addition the HIRER must comply with the Licensing Act 2003 which covers the sale of alcohol (including the supply alcohol where the cost is included in the ticket price) and the provision of Regulated Entertainment which is defined as the provision of entertainment in the presence of a public audience (including events for which no charge is made) and includes:
 - 18.1.1. the performance of a play;
 - 18.1.2. an exhibition of a film;
 - 18.1.3. an indoor sporting event;
 - 18.1.4. boxing or wrestling entertainment;
 - 18.1.5. a performance of live music;
 - 18.1.6. any playing of recorded music;
 - 18.1.7. a performance of dance or entertainment of a similar description to live music, recorded music or dance.
19. The PREMISES are covered for PRS (Performing Rights Society) purposes.
20. The HIRER shall not use or interfere with the property of other users of the PREMISES, whose equipment is rightly stored or installed on the PREMISES, without written agreement from the Club or Society concerned. This includes:
 - 20.1. stage lighting, scenery,
 - 20.2. sports equipment,
 - 20.3. pre-school play equipment
 - 20.4. crockery and cutlery belonging to individual Clubs and Societies.
21. The HIRER shall, during the period of hire, be responsible as far as reasonably practical for the 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 the proper supervision of car parking arrangements so as to avoid obstruction of the highway. Cars should be parked within the marked bays at all times.
22. The HIRER shall ensure that no smoking takes place anywhere within the buildings.
23. The HIRER shall not use the PREMISES for any purpose other than that described in the Conditions of hire, nor sub-hire or use the PREMISES or allow the PREMISES to be used for any unlawful purpose, nor do anything or bring anything into the PREMISES which may endanger the same or render invalid any insurance policies in respect thereof.
24. The HIRER shall not publicly or otherwise advertise any function until the signed booking confirmation and surety has been received by the Administrator.
25. The HIRER shall not make any alteration or addition to the PREMISES nor may any fixtures be installed or placards, decorations, or other articles be attached in any way OTHER THAN BY USE OF HOOKS LOCATED ON WALLS IN EACH FUNCTION ROOM without the prior written approval of the EXCO.
26. The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the PREMESIS and shall indemnify the EXCO accordingly against all actions, claim and proceedings arising from any breach of this condition. Failure to comply may lead to prosecution by the Local Authority.

SAFETY

27. The HIRER, prior to the period of hire, shall ensure that they have familiarised themselves with the following:
 - 27.1.1. W&DSCC Fire Safety Policy
 - 27.1.2. The action to be taken in the event of fire. This includes evacuating the PREMISES and calling the Fire Brigade.
 - 27.1.3. The location and use of fire fighting equipment
 - 27.1.4. Escape routes and the need to keep them clear
 - 27.1.5. Method of operation of escape door fastenings

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- 27.1.6. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 27.2. Prior to the commencement of the event the HIRER shall check the following items:
- 27.2.1. That all fire exits are unlocked and panic bolts in good working order
 - 27.2.2. That all escape routes are free of obstruction and can be safely used
 - 27.2.3. That any fire doors kept closed and not wedged open
 - 27.2.4. That exit signs are illuminated
 - 27.2.5. That there are no obvious fire hazards on the PREMISES
 - 27.2.6. There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity
28. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the EXCO verbally and in writing as soon as possible.
29. 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. *All electrical equipment used on the premises must be PAT tested.*
30. The HIRER shall comply with all conditions and regulations made in respect of the PREMISES by the Fire Authority, Local Authority, the Licensing Authority 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.
31. The HIRER shall ensure that no activity takes place in the PREMISES which could result in any danger to the public. Specifically:
- 31.1. no flammable substances shall be brought into or used in any part of the PREMISES. Balloons filled with flammable gas shall not be permitted on the PREMISES. (Helium is not flammable.)
 - 31.2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) shall be erected without the consent of the EXCO.
 - 31.3. No smoke machines to be used (for example during a Disco).
 - 31.4. No real flame or cylinders for storage of air or other gases or liquids under pressure shall be used without the permission of the EXCO.
32. The HIRER shall notify the EXCO as soon as possible and within 48 hours of any accident causing injury to any person and complete the relevant section in the PREMESIS accident book.
33. Any failure of equipment belonging to the PREMESIS or brought in by the HIRER must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)
34. The HIRER shall, if 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.
- 34.1. Food may only be prepared on the premises in Kitchen 1.
 - 34.2. Kitchen 2 is not a catering kitchen, and is meant for light refreshments only.
 - 34.3. All kitchen surfaces and tables must be wiped down with anti-bacterial cleaner after use and before returning to storage areas.
 - 34.4. There is no telephone at the PREMESIS. Users are advised to bring a fully charged mobile telephone for use in case of emergency.

REGULATED ENTERTAINMENT:

35. The HIRER shall ensure that there are a minimum of two stewards on duty in the PREMISES when they are being used for public entertainment. When the PREMISES are being used for pop or disco dances the number of stewards shall be increased to six.
- 35.1. These stewards shall not be less than 21 years of age and shall be under the control of the HIRER.
 - 35.2. The responsibilities of the stewards shall include the control of admission, the general supervision of the conduct of the PREMISES, the fulfilment of the fire regulations and the evacuation of the PREMISES in the case of fire or other emergency.

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- 35.3. The Hirer shall ensure that all persons on duty are fully conversant with the procedure to be adopted for the evacuation of the PREMISES and are familiar with the location and use of the fire fighting equipment available.
- 35.4. If the HIRER requires attendees or their bags to be searched then Security Industry Authority (SIA) registered door supervisors must be employed.
36. The HIRER shall be in charge and be present at the PREMISES during the whole time that they are open for Regulated Entertainment (see Clause 15). The person in charge shall not be engaged on any duties which will prevent him/her from exercising general supervision.
37. At the commencement of a Regulated Entertainment the HIRER shall announce to the attendees the actions to be taken in the event of a fire or other need to evacuate the PREMISES. (See notice displayed in the entrance lobby for information on the location of fire fighting appliances and emergency exits).
38. The HIRER shall ensure that the PREMISES are not used for public entertainment except between the hours of 0900 and midnight (OR 1AM FOR NEW YEARS EVE) unless special permission has been issued by the Vale of White Horse District Council and by the EXCO.

RESPONSIBILITIES OF THE EXCO

39. The EXCO will make reasonable endeavours to ensure the PREMISES are in a clean and tidy condition prior to hiring, and that all facilities are in satisfactory working condition. HIRERS are however reminded that the PREMISES are maintained by largely voluntary effect and any matters arising should be advised to the Caretaker as soon as possible and the EXCO cannot be held liable should the PREMISES or facilities be in an unsatisfactory state.
40. The EXCO reserve the right to cancel the Hirer's booking in the event of:
- 40.1. the PREMISES being required for use as a Polling Station for Parliamentary Election or Local Government Election or By Election;
 - 40.2. the decision by the District Council that the hiring will lead to a breach of licensing conditions or would be illegal
 - 40.3. the PREMISES being required as an emergency shelter.
 - 40.4. the PREMISES being rendered unusable or unsafe.
in which case the HIRER is entitled to a refund of any monies paid, but the EXCO shall not be liable to the HIRER for any direct or indirect loss.
41. The EXCO shall not be liable to the Hirer for any loss or damage resulting from the PREMISES being rendered unfit for the use for which it had been hired.
42. The EXCO accepts no responsibility for any stored equipment or other property brought on to or left at the PREMISES. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.
43. Police Officers, EXCO, Booking Clerk and Caretaker, Fire Service, Environmental Health Inspectors and Trading Standards Officers shall have free access to all parts of the PREMISES all times including during a hiring.

Please also see
"HIRER'S RESPONSIBILITIES REGARDING THE PROVISION OF ALCOHOL"
"FIRE INSTRUCTIONS FOR HIRERS"