

LENHAM COMMUNITY CENTRE

REGISTERED CHARITY NUMBER 1166995

STANDARD CONDITIONS OF HIRE

*If the Hirer is in any doubt as to the meaning of any of these conditions,
please consult the Secretary to the Trustees immediately*

GENERAL (1-12)

1. During the period of hire the Hirer will be responsible for the supervision of the premises, their fabric and contents, their care and safety from damage however slight and for the behaviour of persons using the premises whatever their capacity (also see conditions 10 and 11).
2. The Hirer shall not sub-hire the premises nor allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the premises anything which may endanger the same or any insurance policies in respect thereof.
3. The Hirer shall be responsible for confirming that such licences or permissions as may be needed are in place, whether for the sale or supply of intoxicating liquor or otherwise to comply with the Gaming and Licensing Acts. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission of the Trustees.
4. The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
5. The Hirer shall indemnify the Trustees for the cost of repair of any damage done to any part of the property or content of the building, car park, fencing and grounds of the Community Centre which may occur during the period of the hiring, or as a result of the hiring, due to the negligence of the Hirer, their members or employees.
6. If the Hirer wishes to cancel the booking before the date of the event, the following charges apply:
 - More than one month before the event – 20%
 - Two weeks before the event – 50%
 - One week before the event – 100%
7. At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a safe, clean and tidy condition, windows and doors properly closed, all lights off and entrance door closed. Any items including tables and chairs removed from their usual positions must be properly replaced. The Hirer shall remove all equipment they have brought into the premises (including bar supplies) at the end of their hiring unless special arrangements have been made with the Secretary or a Trustee. The Trustees shall be at liberty to make an additional charge if these guidelines are not followed.
8. The Trustees reserve the right to cancel a hiring in the event of the premises being required for use as a Polling Station for a Parliamentary (including European Parliamentary) or Local Government Election or By-Election or in the event of an emergency (see condition 28) in which case the Hirer shall be entitled to a refund of any monies already paid.
9. In the event of the premises, or any part thereof, being rendered unfit for the use for which it has been hired, the Trustees reserves the right to cancel hirings and shall not be liable to the Hirer for any resulting loss or damage whatsoever.
10. The Hirer, or responsible person appointed in writing by the Hirer, not being a person under 18 years of age, shall be in charge of and upon the licensed premises during the whole of the time that they are open for public entertainment, including stage plays. The person in charge shall

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not be engaged on any duties which will prevent him or her from exercising general supervision of the premises and of the entertainment and safety arrangements.

The appointed person must ensure that he or she and any assistants (see condition 11 below) is familiar with the conditions of hire. Fire precautions, operation of the fire equipment, and evacuation procedures. Before the public is admitted to the premises, the person in charge shall ensure that the means of escape from the premises are not obstructed internally or externally, that the fire exit signs are illuminated, that the fire equipment is in its proper position and that no obvious fire hazard exists.

11. There shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty on the premises when they are being used for public or private entertainment, including the person in charge. When 10 or more children are involved, there must be sufficient adults to maintain security and safety for both their protection and that of the Community Centre.

12. Storerooms are only to be used for storage purposes authorised by the Trustees. They are not available for public access or public use.

13. **CAPACITY**

The number of persons on the premises shall not exceed:

MAIN HALL	close-seated	200 persons
	combined dancing & seated	200 persons
	exhibitions	200 persons
OSBORNE ROOM	close-seated	40 persons
	exhibitions	40 persons
JAMES HATCH SUITE	seated	30 persons
APPLETON ROOM	seated	15 persons
PROJECT ROOM	Seated	15 persons

At any public entertainment, including a stage play, the Hirer shall keep a record of the number of persons admitted to the premises. This record shall be available at all times and shall be available on request by the Trustees and / or an authorised officer of the Local Authority.

THE ONLY ANIMALS ALLOWED ON THE PREMISES ARE GUIDE DOGS

14. **MEANS OF ESCAPE**

All means of escape on the premises must be kept free from obstruction and immediately available for instant free public egress. Hirers should ensure that all emergency doors are securely closed on leaving the premises.

15. **EMERGENCY LIGHTING**

The emergency lighting illuminating all exit signs and routes must be switched on during the whole time the premises are occupied by the public.

16. **CESSATION**

All entertainment must stop immediately and the public be instructed to leave the premises if:

- A. The normal lighting fails
- B. There is a bomb warning relating to the premises or vicinity
- C. The fire alarm sounds
- D. There is threatening or unruly behaviour

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17. OUTBREAKS OF FIRE

The Fire Service will attend whenever the fire alarm is activated and details thereof shall be given to the Secretary to the Trustees within 24 hours.

18. EXCLUDED ENTERTAINMENT

The following are not permitted without prior written consent of the Local Authority:

- A. Exhibitions, demonstrations or performances of hypnotism
- B. Laser beams, naked flames or other hazardous effect

19. NOT PERMITTED

- A. Entertainment that shall be licentious, indecent or likely to produce riot, tumult or breach of the peace
- B. Public dancing on a Sunday

The Trustees reserve the right to cancel a booking if there is reason to believe that the conditions or rules are to be violated or the Community Centre not being put to appropriate use.

20. EXPLOSIVES AND FLAMMABLE SUBSTANCES

Explosives and highly flammable substances shall not be brought into or used in any portion of the premises. No internal decoration of a combustible nature (e.g. polystyrene, cotton, wool, paper, crepe, cardboard, etc.) shall be erected in the premises without the consent of the Trustees.

21. HEATING APPLIANCES

No unauthorised heating appliances shall be used on the premises without the consent of the Trustees.

22. WATER AND ELECTRICITY

At the end of the hiring period, the Hirer is responsible for ensuring that all water taps, electric lighting, cooking, heating and water heating apparatus are properly turned off. Should excessive electricity or water be consumed during the period of hire, or if at the end of the period of hire any water taps, electric lighting, cooking or water heating apparatus are not properly turned off the Trustees shall be at liberty to make an additional charge.

23. HOURS OF OPENING

The premises shall only be used for public entertainment (including stage plays) between 9am and 11.45pm Monday to Saturday and 9am to 11pm on Sunday unless special permission has been granted by the Trustees. It should be noted that the Trustees do not have the power to extend these periods beyond midnight.

24. ENTRY AND INSPECTION

Any Trustee or on-duty officer of Kent County Constabulary, the Local Authority or Kent Fire & Rescue Service may enter the premises at any reasonable time and shall have free access to all parts of the premises for the purpose of inspecting and examining to see that the licence terms, conditions and restrictions are being complied with. The Trustees may authorise access to other persons at any reasonable time for the purposes of repair, maintenance, delivery or collection.

25. NUISANCE

No entertainment specified on the licence shall be permitted or suffered to take place on the premises which shall be a nuisance, annoyance or inconvenience to the occupiers of any other property. Music must cease at 11.30pm on Monday to Saturday and premises vacated by Midnight. Music must cease at 10.30pm on Sunday and premises vacated by 11.00pm.

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26. INTOXICATION

No persons shall be permitted or suffered to enter or continue on the premises while in a state of intoxication.

27. HIRING PERIODS

Preparation time is not included in the hiring time (see condition 29).

Morning Sessions	09:00 to 13:00	Monday to Sunday
Afternoon Sessions	13:30 to 17:30	Monday to Sunday
Evening Sessions	18:00 to 23:30	Monday to Saturday
	18:00 to 23:00	Sunday

Hirings preceding or exceeding these times without a previous arrangement, will be charged at the hourly rate or determined at the Trustees discretion.

28. OVERNIGHT HIRINGS

The Community Centre is not to be used for overnight accommodation without special permission by the Trustees except in an emergency (and at the request of Central or Local Government, the Police or similar body). The Chairman, Vice Chairman or Secretary to the Trustees may authorise the premises to be used for overnight accommodation or any other lawful purpose not excluded by the Trust Deed. In such circumstances, the Trustees shall determine the hire charges which may be raised at their discretion.

29. SPECIAL CHARGE RATES

Certain village clubs and other organisations may be permitted by the Trustees to hire the premises at specially reduced rates. Should a full rate hiring be offered for the same session as a reduced rate hiring, the club or other organisation enjoying the reduced rate shall be given the opportunity of paying the full rate and retaining their booking, otherwise the Trustees retain the right to cancel the reduced rate hiring.

30. MISCELLANEOUS ARRANGEMENTS

Special arrangements and hiring rates may be made by the Trustees to cater for periods of hire for preparation, deliveries, collections, clearing up or rehearsals. Should helium filled balloons be found on the ceiling of the Main Hall or elsewhere the total deposit may be forfeited.

31. INSURANCE FOR HIRERS AND USERS OF THE COMMUNITY CENTRE

Lenham Community Centre CIO is insured through a broker with Ansvar Insurance with a Village and Community Hall policy. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Primarily this policy protects the CIO and its trustees, and also provides Hirer's liability cover. This Hirer's liability cover is a specific extension that is designed to protect any non-commercial individuals or organisations that use or hire Lenham Community Centre who would not be expected to hold their own Public Liability insurance.

Ansvar Insurance expect hirers to arrange their own insurance policy if any of the following apply:

- are a commercial organisation or take money for their activities
- have a written constitution, a formal membership or management committee
- carry out any activities at other locations
- store any property at the community centre
- carry out any activities excluded by this policy *

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It is therefore the responsibility of the hirer/user of the community centre to ensure that they are sufficiently covered.

Ansvar and other insurance providers offer liability policies for clubs/groups that do not qualify for this extension.

*Activities excluded by the policy are listed below by Ansvar:

a) We will not cover the following activities:

- i. Abseiling, aerial activities of any kind, American football or Australian rules football, climbing where you need to use your hands as well as feet (other than children's playground equipment), fire walking, firework displays or bonfire events organised or run by professional suppliers, glacier walking or trekking, Gaelic football, gorge walking and similar, gymnastics, horse, pony or donkey riding of any kind, martial arts or fighting sports of any kind, Olympic style weightlifting, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, tree climbing, and underground activities of any kind including caving and potholing
- ii. Football if:
 - your football team is taking part in a league system (including official training and practice sessions)
 - you manage, control or organise a football league system
- iii. Water activities (other than swimming, snorkelling, surfing, windsurfing or using non-mechanically propelled watercraft under nine metres long while operated on inland waterways only or within three miles of the coast as long as they are not used in any white-water activity)

b) We will not cover any activity that involves using the following:

Airborne lanterns, bicycles other than for normal road use, cables or wires, elastic ropes, fireworks or explosive items (other than for firework and bonfire events where no more than 500 people will attend at any one time), land, kite or fly boards of any kind, land, sand or ice yachts of any kind, motorised fairground rides, roller blades, sandboards, segway vehicles, skates, skateboards or hoverboards, skis, sleds, snowboards, snow tubes of any kind, toboggans, water-based play inflatables, and weaponry

And the following are excluded from any personal accident claim:

Specified sport and hazardous activities:

abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motorcycling, motor scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling

Using powered woodworking machinery (other than hand tools), scaffolding (other than tower scaffolding) or chainsaws

32. SAFEGUARDING

All hirers wishing to hire one of our facilities, for activities that include children and/or adults at risk (other than for hire for private parties arranged for friends and family), are to provide a copy of their safeguarding Policy and evidence that they have carried out the relevant checks through DBS when requested to do so, or confirm that they have understood and will adhere to the Community Centre's principles and procedures with regard to safeguarding.

33. Hirers bringing their own electrical equipment into the Centre, must ensure the item has a current **PAT testing certificate** with it.