

FLORENCE PARK COMMUNITY ASSOCIATION

CORNWALLIS ROAD, COWLEY, OXFORD OX4 3NH

General Rules and Conditions Governing the Use of Florence Park Community Centre

Preamble: The management of the community centre is vested in the Management Committee of the Community Association, whose powers and composition are defined in the constitution, a copy of which may be obtained from the website www.florenceparkcommunitycentre.org.uk or at the centre. Under the provisions of the constitution, the Management Committee is empowered to make rules or to withdraw or amend them.

Standard Conditions of Hire

1. Use of centre

Use of the community centre and its facilities is subject to the following rules. These standard conditions apply to all hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of any of the following they should consult the Bookings Secretary.

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.

2. 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.

3. Applying to use the centre

(a) Application for use of the centre shall be made to the Bookings Secretary (email florenceparkcommunitycentre@gmail.com)

(b) The right to refuse any application for the use of centre facilities is reserved to the Management Committee or the Bookings Secretary, provided that the Bookings Secretary reports his/her action to the next meeting of the Management Committee. The Management Committee may refuse an application to use the centre's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Association's beneficiaries or supporters. In any circumstance of doubt, the Bookings Secretary shall report the matter to the Chair and the Secretary and shall not confirm the letting without their agreement.

*Community
Matters*

SUPPORTING LOCAL COMMUNITIES

Charity Number 1159506

Revised May '18. Due for review May '19

Florence Park 
Community Centre

4. Maximum capacity

(c) All arrangements for the use of centre facilities are subject to the Association reserving the right to cancel bookings when the premises are required for use as a Polling Station or are otherwise rendered unfit for the intended use.

(d) Sections and affiliated groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association except as provided for in (c) above.

The centre hall has a maximum capacity of 80 seated or 100 dancing (these figures include helpers and performers) and on no account shall these figures be exceeded.

Room Maximum capacity

Main Hall 100

Front Room 30

5. Hours of opening

Facilities at the community centre are normally available for use between the hours of 9am and 11:30pm

6. Opening and Closing the Community Centre

The Centre will be opened for your hiring by the caretaker or a delegated alternative and will be closed for you at the time you have indicated.

(b) Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before the start and must leave the premises by the end of the hire period.

(c) In case of difficulty please telephone the FPCA mobile number: 07864 028591

(d) Guests are expected to vacate the Premises within fifteen minutes of the end of a licensed period. After 11:30pm only those helping to clear up the Centre should be on the Premises, unless the event is New Year's Eve and alternative arrangements have been agreed and confirmed in writing on behalf of the Association. Failure to comply with this will result in forfeiture of your deposit.

7. Power Circuits/Heating

The heating controls are located above the kitchen door. Please let the bookings secretary know if you need the Centre to be particularly warm or cold. Please adjust individual radiators/heaters to suit but return them to their original setting when you leave.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

8. Centre Telephone

The Centre telephone is located next to the bar. This is for emergency use only and has a list of contact numbers beside it.

9. Supervision

(a) 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 him/her from exercising general supervision.

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

(i) supervision of the premises, the fabric and the contents;

(ii) their care, safety from damage, however slight, or change of any sort; and

(iii) 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.

(b) 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. The number of adult attendants required is increased in the following circumstances:

(i) where 100-130 people are present - to three;

(ii) 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.

(c) 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 fire fighting equipment provided. The person named on the booking form is responsible for the evacuation of those present and calling the fire service immediately.

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

11. No rights

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

12. 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.

13. Compliance with the Protection of Freedoms Act 2012 and all other conditions relating to work with children and vulnerable adults. No activities or groups involving either children or vulnerable adults will be permitted on the premises except with the written agreement of the Management Committee, which will require that the relevant provisions of 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 are required to comply with the recommendations of Community Matters 'Safeguarding Children and Young People', and 'The Vetting, Disclosure and Barring Scheme' and the Management Committee reserves 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.

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 Association with a copy of their DBS Check and Child Protection Policy on request.

14. Licensable activities

(a) 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.

(b) Intoxicating liquor

Other than purchases from the Community Centre bar, no intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Management Committee, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor (see also 13 below).

(c) Music in the centre

The premises are licensed with PRS for Music for the performance of copyright music. This is a joint licence with PPL. It is the building that requires the licence and not the activities or people delivering the activities. 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 Association holds it.

(d) 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.

(e) Betting, gaming and lotteries.

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

15. Dangerous and unsuitable performances

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

16. 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.

17. Flyposting

The Hirer shall not carry out or permit flyposting 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 Association's Management Committee 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.

18. Temporary Event Notices (TENs)

The Bookings Secretary must be given at least four weeks' notice of any event that is not licensed by the Association's Premises Licence. The Bookings Secretary will then determine whether or not the event should take place and, if approved, will either him/herself issue the TEN or require the hirer to do so. See the Hiring Agreement form or the Oxford City Council website for information about the premises licence

19. Storage

The permission of the Management Committee must be obtained before goods or equipment are left or stored at the community centre for a particular function or event. The Association 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 Association may use its discretion in any of the following circumstances:

(a) 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;

(b) 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 Association 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.

20. 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 Management Committee welcomes comments or observations that you may have about your hire of the Centre. As directed by the Association, 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.

21. Loss of property

The Association cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.

22. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage or the contents of the premises;

(ii) all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer;

(iii) all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

(b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and

current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer. The Association is insured against any claims arising out of its own negligence.

23. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to or exits from the centre.

24. Consideration for Others

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. 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. 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.

25. 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 by the Bookings Secretary. All users shall leave the premises and surroundings in a clean and tidy condition, ensure that table tops are disinfected and put waste in the appropriate bins outside or take it home. Please do not use drawing pins or sticky tape on the walls or other surfaces without management committee permission. Do not fix decorations near light fittings or heaters.

26. 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 sold or provided, or which is attended by children. The hirer shall also comply with health and safety requirements.

a) The Hirer acknowledges that they have received instruction in the following:

- i) The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- ii) The location and use of fire equipment. (Include a location diagram);
- iii) Escape routes and the need to keep them clear;
- iv) Method of operation of escape door fastenings;
- v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

b) Before the booking starts, the Hirer shall check the following:

- i) That all fire exits are unlocked and panic bolts in good working order;
- ii) That all escape routes are free of obstruction and can be safely used;
- iii) That any fire doors are not wedged open;
- iv) That exit signs are illuminated;
- v) That there is no obvious fire hazard on the premises.

27. 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:

- a) obstructions must not be placed in gangways or exits, nor in front of or outside emergency exits, which must be immediately available for free public egress;
- b) 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;
- c) the emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes. This rule is strictly necessary where an automatic mains failure device is in operation;
- d) fire fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- e) the Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Bookings Secretary;
- f) performances involving danger to the public shall not be given;
- g) 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, cotton, etc.) shall be undertaken or erected without the consent of the Management Committee;
- h) no unauthorised heating appliances shall be used on the premises;
- i) hirers and leaders of other groups are advised that a basic First Aid Box is provided by the Management Committee for general use but that each group using the premises is required to make its own provision beyond this if needed. In the case of any accidents the Hirer will complete the accident book which is stored in the kitchen and will inform the Bookings Secretary without delay.
- j) all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation and will not be permitted to be used until it has been PAT tested. . The Management Committee disclaims all responsibility for all claims and costs arising from the use of any equipment that does not so comply.
- k) smoking in the Premises is not permitted. There is a designated smoking area at the side of the building to the left hand side as you approach the centre from the road.
- l) no illegal drugs may be brought onto the premises.
- m) the exact location of the nearest telephone, 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. A sketch plan showing these is attached.
- n) the Hirer must report all accidents involving injury to the public to the Association's Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a member of the Association's Management Committee as soon as possible and complete the relevant section in the Association's accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported to the HSE1. The Authorised Representative will give assistance in making this report.

28. Food Safety 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.

29. 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 Association. No animals whatsoever are to enter the kitchen at any time.

30. Cancellation

If the Hirer wishes to cancel the booking before the date of the event

Cancellation Policy:

- . Once the deposit has been paid if you cancel at any time £10 will be withheld.
 - . If you cancel 3 weeks in advance of the booking £20 will be withheld.
 - . Two weeks in advance of the booking £25 will be withheld.
 - . One week (& therefore after the hall cost has been paid) £30 or 50% of the hall hire cost – whichever is the greater.
- These charges apply to all evening (after 7pm) or weekend (Friday, Saturday Sunday any time) bookings.

The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(b) the Association reasonably considering that

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(c) the premises becoming unfit for the use intended by the Hirer;

(d) an emergency requiring use of the premises as a shelter 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 Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

31. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

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