Leigh Park Community Centre

Leigh Park Way, Westbury, Wiltshire BA13 3FN
Telephone 01373 825774 Email office@lpccwestbury.org.uk
Charity registration number 1164413

Conditions of Hire

1 Interpretations

a. "LPCC" means Leigh Park Community Centre
b. "The Centre" means Leigh Park Community Centre and adjacent grounds
c. "The Charity" means the Community Centre Trustee Board, Management Committee, Staff, Volunteer or any person authorised to act on behalf of LPCC
d. "Hirer" means the person making an application for personal or business use or use by an organisation
e. "Contract for Hire" means the formal signed hire agreement of the Regular User

2 Hirer's Responsibilities

a. Supervision. The Hirer will, during the period of the hiring, be responsible for 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 proper supervision of the car parking arrangements
b. Use of Premises. 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 for any unlawful purpose or in any unlawful way or do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol without permission from the trustees (see section d).
c. Cleaning & Rubbish Disposal. **Cleaning**- The Hirer must ensure that the premises are left clean and tidy. Failure to comply will result in a cleaning charge of £25 per hour. **Rubbish Disposal**- ALL rubbish must be taken home due to new laws that have come into effect for commercial premises. Failure to comply will result in a rubbish disposal fee of £125.00
d. Licences. The Hirer shall be responsible for complying with the conditions set by the Charity where sale or supply of alcohol is to occur on the premises. **Under no circumstances is alcohol to be supplied to anyone under the age of 18 years**
e. Gaming, Betting and Lotteries. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries
f. Public Safety Compliance.
    a) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays
    b) Please familiarise yourself with the **FIRE SAFETY AND EVACUATION ADVICE SHEET** below, especially as staff may not be onsite during your booking. If you would like further assistance on this policy, please contact the office prior to your booking. REMEMBER If in Doubt: GET OUT, GET THE FIRE BRIGADE OUT AND STAY OUT
f. Health & Hygiene. The Hirer shall, if preparing or selling food, observe all relevant food health and hygiene legislation and regulations
g. Music. Regular User Hirers shall comply with all conditions and regulations in respect of holding a PPL/PRS license where required. One Off Booking Hirers do not require a music licence as they fall under the LPCC licence.
h. Electrical Appliance Safety. The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be in a safe and good working order, used in a safe manner and PAT tested. Where a residual circuit breaker is provided under terms off the PEL or CPL, the Hirer must make use of it in the interests of public safety. **Please note that NO smoke or dry ice machines are to be used on the premises as they set of the fire alarms**
i. Indemnity. The Hirer shall indemnify the Charity for the cost of repair of any damage done to any part of the property including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Community Centre
j. Accidents and Dangerous Occurrences. The Hirer must report all accidents involving injury to the public to a member of the Charity as soon as possible. Any failure of the equipment either that belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. **The first aid kit and accident book are located in the main kitchen**
k. Animals. The Hirer shall ensure that no animals (except guide dogs) are brought into the hall, other than for a special event agreed to by the Charity. No animals whatsoever are to enter the kitchen at any time
l. Safeguarding.

a) The Hirer shall ensure any activity for children under eighteen years of age complies with the provision of the Children Act of 1989 and that only fit and proper persons have access to the children
b) The charity is dedicated to ensuring the safeguarding of its users and visitors at all times. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with children and or vulnerable adults, we will ask for proof that the appropriate level of DBS checks and safeguarding training have been met.

m. Sale of Goods. The Hirer shall, if selling foods 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 manufacturer's Recommended Retail Prices.
n. Insurance. Insurance shall not apply to any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in conjunction with, the following: a) a communicable disease or b) the fear or threat (whether actual or perceived) of a communicable disease The Hirer shall be responsible for making arrangements to insure against any theft, loss or damage to any property left at the Community Centre. Items left at the Community Centre are done so at the Hirer's own risk
o. Payment of Hire. The Hirer shall ensure that payments of invoices are made within 7 days of receipt or as directed on the individual invoice.
p. 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 Committee shall be at liberty to make an additional charge
q. Noise. The Hirer shall ensure that the minimum of noise is made on arrival and departure
r. Parking. The Hirer shall ensure that they or their guests use the parking spaces that have no designation, reserved status, signage or any other indication that they are special in some way, unless they hold and display a blue badge permit. All normal parking spaces are available on a first-come, first-served basis by anyone and all disabled parking spaces are available on a first-come, first-served basis by anyone holding and displaying a blue badge permit. Our car parks are used at your own risk

3 Smoking

a. Smoking or e-cigarettes is NOT allowed anywhere on the premises, except at the external designated smoking areas

4 Photographs and Video Recording

a. Photographs for professional use and publication thereof are not permitted in the Centre without the permission of the Charity. The use of video recording equipment is likewise prohibited in the Centre without the permission of the Charity

5 Cancellation

a. Cancellation by the Charity. The Charity reserves the right to cancel this hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election, by-election, wedding, funeral or pandemic in which case the Hirer shall be entitled to a refund of any deposit already paid.
b. Cancellation by the Hirer. If the hirer wishes to cancel a booking, then this must be done in writing no less than 30 days before the event is to take place. If less than 30 days' notice is given before the date of the event then any monies already received will be non-refundable.
c. Adverse Weather Cancellation by the Hirer. The Charity cannot be held responsible for adverse weather conditions, where the event or session is cancelled by the hirer due to bad weather the full amount payable is still due.

6 Unfit for Use

a. In the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired, the Charity shall not be liable to the Hirer for any resulting loss or damage

7 Refusal of Booking

a. The Charity reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the Hirer to the Charity. The Charity shall not be liable to make any further payment to the Hirer.

FIRE SAFETY AND EVACUATION ADVICE SHEET

In an emergency call 999

A copy of this advice sheet can be found in the entrance foyer next to the fire alarm panel box

REMEMBER If in doubt: Get Out, Get the Fire Brigade Out, and Stay Out

Fire Safety in the Centre
Under the Management of Health & Safety at Work Regulations 1992 and the Regulatory Reform (Fire Safety) Order 2005, building owners and/or occupiers have a statutory responsibility to provide a safe place of work.

However, we all share a personal legal responsibility to keep our place of work, our colleagues and ourselves safe.

Fire Safety Facilities in the Centre
The building is provided with a number of facilities designed to ensure occupiers are safe, as far as practicable from fire. These include;

- Fire Warning System
- Emergency Lighting
- Escape Routes and Exit Doors
- Portable Fire Extinguishers
- Fire Doors

All of these undergo routine maintenance, inspection and testing by staff and external competent organisations to ensure they are in working order and to comply with British Standards etc.
Persons working or hiring rooms in the Centre should ensure that none of the systems provided for the safety of persons in the building are interfered with by any visitor or member of the public. In particular the following must be observed;

- All fire exits and escape routes must be kept clear at all times.
- Portable fire extinguishers must be free from obstruction.
- Self-Closing Fire Doors must not be wedged open – even for short periods.
- Fire Alarm break glass points should not be interfered with or operated maliciously.
- Report any potential problems to the Management Committee.

Fire Prevention

1. Smoking & e-cigarettes is not allowed in the building and only allowed in the external designated areas.
2. Switch off at the socket (or better still – unplug) electrical items not being used for long periods and overnight (kettles, toasters, coffee machine, fans, etc).
3. Do not over-load electrical sockets (max 13 amps loading) even when using electrical adaptors and leads.
4. Fully unwind any cable reels before use and keep electrical cables off wet floors or from under carpets etc.
5. If portable heaters have been permitted for use then they should not be closer than 1mtr to combustible materials and nothing should be placed on top of them.
6. Do not allow combustible waste to build up – take it to the bins.

Contractors conducting hot work (cutting, grinding, soldering etc) should have a hot work permit – NO PERMIT, NO HOT WORK

Emergency Evacuation Routine

- **If you discover a fire**, immediately operate the nearest break glass point - do not wait until it has been detected by the automatic equipment.
- Only attempt to extinguish the fire if you have been trained in the safe selection and use of extinguishers and it is safe to do so. **DO NOT TAKE ANY PERSONAL RISKS**.
- If unable to extinguish the fire, **LEAVE THE BUILDING BY THE NEAREST SAFE ROUTE** and proceed to the Assembly area **(BOTTOM RIGHT HAND CORNER OF THE MAIN CAR PARK)**

- Ensure that the **Fire Service** have been **called using the 999** service.
- **If the fire alarm sounds** (continuous siren), **ALWAYS ASSUME THERE IS A FIRE AND LEAVE THE BUILDING BY THE NEAREST SAFE ROUTE.**
- Ensure that all members of the public/guests etc are evacuating with you and provide assistance where necessary. **DO NOT TAKE ANY PERSONAL RISKS.**
- Report to the assembly area **(Bottom right hand corner of the main car park).**
- Do not re-enter the building until you have been told it is safe to do so.

Fire Alarm Test

- The fire alarm will be tested every Monday between 8am and 9am, when it will sound (Siren Device) for approximately 10 seconds.
- If the alarm continues to sound, you should assume there is a fire and evacuate the building as above.

Fire Extinguishers

Portable fire extinguishers are provided at strategic locations in the building. Fire extinguishers are identified as follows;		Fire Extinguishers should only be used on appropriate classes of fire as follows;	
Water & Hydrospray	Full Red Body	**Water & Hydrospray**	Class A Fires Wood, Paper, Cloth
Foam	Red Body with Cream Label	**Foam**	Class A Fires Wood, Paper, Cloth
Dry Powder	Red Body with Blue Label	**Dry Powder**	Class A, B, C & Electrical Fires Solids, Liquids, Gases & Live Electrical Equipment
Carbon Dioxide (CO2	Red Body with Black Label	**Carbon Dioxide (CO2)**	Class B & Electrical Fires Liquids & Live Electrical Equipment

Fire extinguishers should only be used if you are trained in their safe selection and use and your dynamic risk assessment indicates it is safe to continue.

The management of Leigh Park Community Centre do not require staff or hirers to extinguish any fire unless the fire is preventing you or someone else from evacuating the premises.

Your first priority is to evacuate and help anyone else in need of assistance to evacuate from the building and to get to the assembly area (Bottom Right Hand Corner of the Main Car Park).

Fire extinguishers should only be used if the fire is affecting your safety or your escape route

Other than this, you should only use the portable fire extinguishers;

- If you are trained in their safe selection and use and

- Your dynamic risk assessment indicates it is safe to continue. They should only be used on small fires in the very early stages.

Extended lettings Policy During a Pandemic

Aims and scope
This version of our policy applies while a pandemic remains a risk (i.e. COVID-19)

We aim to:

- Make sure the charity's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using the charity's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the charity.
- Not let any hiring out of the premises interfere with the charity's primary purpose of providing a safe environment for the community.
- Hire out facilities in a way that is safe, within current legislation and following government guidelines.

Areas available for hire

- **Available areas**
  The charity will permit the hire of the following areas:
  - Hall A
  - Hall B
  - Grassed playing field

The type of activities allowed in these areas will depend on latest national and local government guidance on the pandemic, including on protective measures and social distancing.

- **Capacity and charging rates**
  All capacity numbers below will be subject to the latest government guidance and local guidance set, including protective measures and social distancing for the activity that is taking place. The maximum capacity and rates for hiring each area are as follows:

Area for hire	No social distancing capacity	2m social distancing capacity	1m social distancing capacity	Costs (as **appendix 1** below)
Hall A	100	30	50	No change
Hall B	40	14	30	No change
The Lounge Coffee Shop	20	6	10	No change
The Garden Hub	200	30	50	No change
The Cabin	16	4	8	No change

Charging rates and principles

- **Rates**
  The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the charity. We may decide to impose an additional cleaning fee on top of the hiring rates.

- **Cancellations**
  We reserve the right to cancel any agreed hiring with a minimum of 14 day's notice. If we have to cancel a booking due to a local lockdown or suspected/confirmed case on the premises we will endeavour to give you as much notice as possible. The hirer will agree to the same terms. A full refund will be issued if we do cancel a hire. The charity shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

- **Review**
  The revenue raised from hiring out will be reviewed by the Trustees and will be fed into the charity's financial reporting, to ensure best value is being achieved.

Application process

Those wishing to hire the premises should fill out the hire booking form and read the general Terms and Conditions of Hire and those as set out below.
The hirer should fill out and sign the hire booking form and submit it to the community centre's office. Approval of the request will be determined by the centre manager.
If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.
We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the charity, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Extended Terms and Conditions of Hire
The following extension of terms and conditions must be adhered to in the hiring of the charity's premises. Any breach of these terms will result in cancellation of future hires without refund.

1. 'Hirer' means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the charity, and shall not be entitled to set off any amount owing to the charity against any liability, whether past or future, of the charity to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the charity by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the charity will result in the immediate termination of the licence.
7. The centre shall retain control, possession and management of the premises and the hirer has no right to exclude the charity from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. This included implementing pandemic protective measures in line with the latest government guidance
9. The hirer must take out its own public liability insurance with a reputable insurer and if requested by the charity, shall provide of copy of the relevant insurance certificate no less than 7 before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the charity in relation to the premises.
11. The hirer shall indemnify and keep indemnified the charity from and against:
    a. Any damage to the premises or charity's equipment.
    b. Any claim by any third party against the charity.
    c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises.
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the charity shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the charity by the hirer under the licence.
13. Any cancellations by the charity made with at least 14 day's notice or in the case of cancellations relating to a pandemic will be refunded.
14. Any cancellations by the hirer received with less than 14 day's notice, or in the case of cancellations relating to a pandemic with less than 7 day's notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind without prior agreement.
17. The hirer will clean their own equipment and clean the premises after use, see

Appendix 2.
Cleaning responsibility will rest with whoever you feel comfortable allocating this to, in line with your pandemic risk assessment and guidelines.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the charity.
19. If the hirer breaches any of the terms and conditions the charity reserves the right to terminate the licence and retain any fees already paid to the charity, without affecting any other right or remedy available to the charity under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for any current pandemic.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on a pandemic and social distancing at all times.
25. The charity's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the charity shall apply to and are incorporated in the licence.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. The charity and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Appendix 1

Leigh Park Community Centre
CHARGES FOR LETTINGS FROM April 2026

Area	Regular User rate per hour	One Off Bookings rate per hour
Hall A	£27	£22
Hall B	£20	£18
Hall A & B Combined	£47	£40
The Garden Hub	£25	£20
The Cabin	£15	£15

Appendix 2

Leigh Park Community Centre
CLEANING RESPONSIBILITIES FROM 19th July 2021

Cleaning responsibility will rest with whoever you feel comfortable allocating this to, in line with your COVID-19 risk assessment and guidelines.
Hirer's responsibility: We will require each hirer to carry out the following cleaning responsibilities after each use:

- Wipe down all tables, surfaces and touch points such as door handles and light switches
- Brush floor of any debris from shoes, food or resources
- Mop up any fluids spilt
- Cleaning of own equipment bought to the venue or stored at the centre

Floor brushes and dustpans can be found in the main kitchen, they are also stored on the wall between the ladies and gent's rest rooms. A mop and bucket can be found in the main kitchen. Multi surface cleaner and blue roll for cleaning tables and surfaces can be found in the main kitchen.
Regular whole venue cleaning will be carried out by Leigh Park Community Centre.

Monitoring arrangements
We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the hirer.