**Community Facilities Handbook**

**Includes Conditions of Hire**

Information & Guidance and Safety Instructions

**Updated May 2023**

Please contact the Booking Team on 01793 613873 where we will be pleased to provide any further help or assistance or visit us at:

**Smoking is prohibited on our site**

**Alcohol is prohibited on this site**

**Conditions of Hire**

**1. Agreement**

a. The application for Hire, when completed and agreed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of Des Moffatt Western Community Centre and other property specified in the agreement.

b. The Hirer shall make arrangements with the Booking Team in respect of any other matter not provided for in these conditions at least 10 working days before the date of hire.

**Working days defined as:**

Monday to Friday 9am to 4.00pm

These do not include bank holidays.

**2. Interpretation**

a. The ’Hirer’ means the person hiring any of the Community Centre and shall include any person purporting to act on behalf of such Hirer. No person under the age of 18 years will be accepted as a Hirer.

b. The booking period means the period of time reserved for the hire.

**3. Hire**

a. The Des Moffatt Western Community Centre Trust may refuse any application for hire without giving a reason.

b. Applications for hire must be received by the Booking Team at least 7 working days prior to the hiring date.

c. The hire period must terminate, and the premises vacated at the end of the booked period in accordance with the application form.

d. The Hirer shall not use the Centre or any part thereof for any purpose other than that stated in the application and for which the same is let.

e. The Hirer shall not sub-let or assign the Centre or part thereof.

f. The Hirer shall not use any other room other than that stated in the application form.

g. The Hirer shall not use the Centre or any part thereof outside of the time stated in the application form.

**4. Making a Booking:**

All bookings can be done by contacting the community centre on 01793 613873.

**Payment**

All bookings including block bookings must be paid in advance (7working days) and payment must accompany all single applications of hire. This can be done in person in the office payment can be made by cash or you can do a bank transfer by debit card, your booking coordinator can supply the details.

**5. Acceptance and Invoicing of Booking**

Once your booking request has been processed you will receive an invoice via the email address you have entered on your booking form. Once payment is made you will receive a confirmation that the booking has been accepted, subject to the Hirer complying with these Conditions and any special conditions of hire.

**6. Charges**

a. Hire charges will be in accordance with the current charges as laid down by Des Moffatt Western Community Centre Trust. The trust reserves the right to vary the hiring fees at any time before the event for which the facility has been hired, notwithstanding that payment of the fee has been made giving one month’s notice at any time.

 b. In exceptional circumstances a late booking may be accepted, less than 7 days before event taking place, at the Centre manager’s discretion, after taking into consideration availability of staff cover and operational matters. A late booking fee of £20 may be added to the cost of the booking.

**7. Refunds**

These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund to individuals where the hire agreement is in the name of an organisation or club).

**8. Cancellation**

a. By the Des Moffatt Western Community Centre, The trust may terminate any Agreement for Hire at any time up to and including the date of hire if the Trust become aware of any fact which would at face value is not in the interest of the Centre to proceed with the hiring agreement or which might prejudice the Centres standing and responsibilities. The centre also reserves the right to cancel any hiring in the event of the Centre requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance where the use of the premises by the Trust is essential for the centre to fulfil its functions and obligations as a local community building, and where the need for the Trust to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application for Hire. In the event of such cancellation as much notice as possible of cancellation will be given by Des Moffatt Western Community Centre Trust to the Hirer but no minimum period is stipulated and the Trust`s liability to the hirer will be limited to a full refund of any deposit monies and any other payment made by the Hirer to the Community Centre in respect of the hiring.

b. By the Hirer.

(1) Provisional bookings. There will be no charge for a cancellation of provisional bookings.

(2) Confirmed bookings. Notice of cancellation must be received in writing by the Booking Team no less than ten working days before the date of the hiring. Cancellations received in writing including email with less than 10 working days prior to the hiring commencing may incur a cancellation fee of £15.00 or the whole booking fee if greater than the £15.00 cancellation fee, to cover administrative and other costs. (As per current charges).

c. In the case of cancellation by Des Moffatt Western Community Centre Trust arising from the Hirer failing to comply with the conditions of hire, the full charge for the booking may be made.

d. In the case of cancellation by either party due to lack of heating, water etc. a full refund will be due for the period of hire when the facility is not used. Where the hirer chooses to continue with the hire the full fee will be due.

**9. Booked Period**

a. Where the hiring has not commenced within 30 minutes of the booked start time, the facility will be secured. Access after this time where it can be accommodated, will incur a further charge of £20.00. Please call the duty team on 01793 613873 if you know you will be delayed avoiding charges being made.

b. Des Moffatt Western Community Centre Trust will not be responsible for any loss to the Hirer due to the facility not being available at the booked start time. The Councils liability to the Hirer will be limited to a refund payment made for the unavailable booked period.

c. The booking period includes any setup and pack away time. The Hirer must leave the premises by the end of the booking period.

**10. Breach of Contract**

The Des Moffatt Western Community Centre Trust shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

**11. Accidents** - N.B. First Aid Kits are not provided

When any accident occurs, please contact the booking Team immediately or 01793 613873 if no one can be reached call 07563603019. Accident/incident forms are available via the booking team.

**12. Hirers Responsibilities**

a. The Hirer or the Organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to Booking Team before the date of the hiring, must be in attendance at the premises throughout the hire period.

b. The Hirer will be responsible for supervision, safety, control stewarding, admission & removal of those attending the hiring and provide a sufficient number of suitably qualified persons to carry out these responsibilities.

c. The Hirer will be responsible for ensuring the Community Centre’s Fire Safety and Evacuation procedures, posted in each room, are brought to the attention of those attending their function or event.

d. The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.

e. The Hirer shall at the expiration of the period of hire, leave the facility in a tidy and orderly state and all rubbish must be placed into secure refuse/plastic bags and left in the red bins to rear of community centre. The hirer must ensure that all nappies are disposed of in the nappy bin in the disabled toilet. Where the non-compliance of this condition requires extra cleaning time an appropriate additional charge of £20.00 per hour may be made to the Hirer.

f. The Hirer shall report any faults, damage or lack of services e.g., water to the on-duty officer on 01793 613873

g. The Hirer shall report any dissatisfaction with the booking during any induction procedure or to the Booking Team within two working days to allow the concerns to be investigated.

**13. Displays/Party Decorations**

a. Nothing is to be displayed or fixed in or on the Community Centre without prior permission.

b. Balloons using air are permitted. They may be affixed to any glossed wood surfaces with magic tape/easy peel that leaves no marks when removed.

c. Blu-tack is strictly prohibited; however White-tack can be used under certain circumstances ask booking team.

d. Table decorations are permitted. Balloons may be tied with string or ribbon to tables and chairs.

e. All decorations must be removed at the end of the hire period.

**14. Music/Noise**

Noise levels must be controlled so as not to cause annoyance to local residents or other Hirers. Any Des Moffatt Western Community Centre Trust employee responsible for the facility has authority to control the volume of sound caused by people, musical equipment or other noise making devices.

**15. Children**

a. The Hirer shall ensure that children (under 16) are supervised at all times.

b. The Hirer shall ensure no children enter the kitchen without prior agreement via the booking system, see 1b.

c. Use of inflatable play equipment & ball games are not permitted.

**16. Animals**

Only assistance animals for those with a disability are allowed on the premises. The exception is for events that involve showing or demonstrations, however these animals must be caged and only removed from the cage if held for a specific demonstration or showing and are not allowed to move around the floor area.

**17. Insurance and Risks**

a. Hirers shall indemnify the Des Moffatt Western Community Centre Trust from and against any claim for damages, costs or expenses which may be made against the Des Moffatt Western Community Centre Trust in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of the Community Facilities as a result of the hiring.

b. The Hirer is responsible for the preservation of good order and shall fully compensate the Des Moffatt Western Community Centre Trust for any damage to the premises or any damage to, or loss of, other property of the Council of whatsoever description arising out of, or incidental to the hiring.

c. The Hirer is responsible for insuring their property and equipment against all usual risks.

d. The Des Moffatt Western Community Centre Trust does not accept responsibility for any clothing, or articles left by the Hirer, their guests, servants, agents or any member of the public or any property during the period of hire.

e. Public Liability Insurance is only valid for the rooms booked during the booked period as stated on the application for hire agreement.

**18. Health and Safety**

a. The Hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.

b. Fire or appliances with naked flames are not permitted in or on any property subject to the Hire Agreement without the prior written consent of the Des Moffatt Western Community Centre Trust. The Hirer will comply with all conditions attached to such consent.

c. No alterations or additions may be made to the lighting or power arrangements existing at the time of hire without the written consent of the Des Moffatt Western Community Centre Trust. The Hirer will comply with all conditions attached to such consent.

d. The Hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.

e. All Hirers are required to be familiar with the emergency evacuation procedure for the building (see Evacuation Instructions Guidance and Information Notes) and provide evidence of regular drills when requested.

f. In the event of a fire alarm being raised the Hirer is responsible for ensuring safe and immediate evacuation.

g. No furniture or furnishings may be brought into the facility either temporarily or permanent without prior written permission. Permission will only be considered where current Fire Regulations can be met.

h. Electrical Appliances must not be brought into the facility by the Hirer or any person on the Hirers behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate. (PAT) Any items with a naked flame are prohibited within the building. Barbeques can be used outside only with the express permission of the Community Facilities Team subject to written appropriate risk assessments being provided.

I. Groups/Hirers will be required to comply with Health & Safety legislation.

**19. Kitchens** - N.B. Tea towels are not provided

a. Bookings on a Weekly/Single/Occasional basis - Hirers using the fridge must remove all foodstuffs at the end of their session.

b. Bookings on a daily basis - Hirers using the fridge must remove all foodstuffs at the end of the week and comply with appropriate hygiene standards.

c. All crockery and cutlery to be cleaned and put away.

**20. Equipment/Storage**

The Hirer shall not bring any equipment onto the premises without the prior permission of the Des Moffatt Western Community Centre Trust. Where it is agreed in writing that the hirer may store goods or equipment at the Facility the Council does not accept responsibility or liability for any loss, damage or injury whatsoever arising from the storage of such goods or equipment subject to common law and any statutory rights for the time being in force. No items will be stored on site that can easily be transferred to and from the site easily for each period or hire.

**21. Entertainment/Alcohol**

Alcohol is not allowed on the premises,

a. Under no circumstances can alcohol be sold

b. If the Centre is not left in a clean and tidy condition or if any damage is sustained to the Centre, an extra charge will be invoiced to cover costs.

**22. Parking** - N.B. We do not guarantee availability.

Vehicles must be parked in designated bays where marked, where bays are not marked, vehicles must not prevent emergency vehicles accessing the site. Under no circumstances must vehicles be parked in disabled parking bays (unless a disabled permit is displayed) or areas that are clearly not suitable of intended to be used as parking bays. No blocking or parking bays or double parking is allowed. Where possible alternative parking will be displayed in the entrance or can be found on our website.

**23. Broadcasting Rights**

Broadcasting (sound/TV) filming or photographic rights cannot be exercised without prior written consent from the Des Moffatt Western Community Centre Trust. No copyright music shall be performed/played on the premises without the application requesting this having been confirmed.

**24. Live and Recorded Music**

Where sound recordings (CDs, DVD's, tapes or records etc,) are played in 'public' the Hirer has the responsibility of ensuring that the appropriate licence fees are paid to Phonographic Performance Limited (PPL).

**25. Access**

The Hirer shall at all times permit full access to the Des Moffatt Western Community Centre Trust and agents to enter or inspect the hired premises. Police Officers have the right of entry at all times.

**26. Termination of Hire and Exclusion from Premises**

a. If the Hirer shall refuse or omit to comply with any of the foregoing conditions or with any instruction conveyed to him/her by any member of Des Moffatt Western Community Centre Trust responsible for the facility on behalf of the Trust, the Hirer and his/her servants may be excluded. Conduct during prior hiring’s may result in future hiring’s being denied, but without relieving them of their obligations under their contract with the Des Moffatt Western Community Centre Trust.

b. The Des Moffatt Western Community Centre Trust reserves the right to halt or terminate the hiring at any stage in an emergency, including over-crowding or breach of the peace.

**27. Additional Charges**

Will apply when:

a. A booking is taken outside the required notice period.

b. A hire commencing prior to or exceeding the booked time will be charged at the appropriate hourly rate plus 10%.

c. To reopen closed facilities due to non-attendance will incur a charge equal to the late booking fee (see Conditions 9a).

d. Where the hirer has not left the facility in a tidy, orderly or to an appropriate level of cleanliness with rubbish bagged cleaning surcharges will apply at a minimum rate of £20 per hour or part hour per member of staff.

e. Where there has been any damage to the premises or damage to, or loss of, other property of the Council the hirer shall fully compensate the Des Moffatt Western Community Centre Trust. Any additional charges will be deducted from any deposit paid and where charges are in excess of the deposit an invoice will be made for the remainder of the charges.

f. Providing a service outside of normal operating hours/days.

g. Where the Hirer is responsible for false activation of any alarm’s charges will be made to recover all costs incurred.

h. Where equipment loaned / hired is not returned.

**Notes:**

**Information and Guidance**

**Constitution**

If you require any assistance, please contact booking Team who can advise where assistance can be accessed.

**Disabilities/Special Needs/Diversity**

Please contact Booking Team with any requests.

**Charge Band Policies & Criteria**

Full details of our charges for Community Facilities are available upon request from Community Facilities Team.

**Mail**

Use of the Community Centres as a mailing address is prohibited for non-tenants. All mail will be returned to sender. Failure to stop mail being delivered to Community Centres will result in any future bookings being cancelled and any new bookings being declined.

**Children/Young People and Vulnerable Adults**

The Des Moffatt Western Community Centre Trust has a responsibility to protect the community using its facilities and in the present case it does so by imposing a contractual provision on the hirer. By agreeing the contract, the relevant Hirer under (b) and (c) of the Booking Application for Community Facilities, agrees to comply with the Disclosure and Barring Service (DBS) standards which would be undertaken by consent of the prospective employees/volunteers. A failure of a relevant hirer to observe this condition would result in an immediate withdrawal of the use of the facilities.

**Disclosure and Barring Service (DBS)**

Voluntary Action Swindon can facilitate DBS checks for voluntary organisations that have adults working with children, young people or vulnerable adults. They can be contacted by telephoning 01793 538398 or emailing to: info@vas-swindon.org. Details of umbrella bodies (a registered body that gives access to DBS checks) can be found on the DBS website <https://www.gov.uk/disclosure-barring-service-check>.

**Events Extensions to normal Hiring times**

We do not grant extensions outside of normal opening hours

**Licences Guidance PRS** - is a fee collected on behalf of the Performing Rights Society that issues licences and distributes the licence fees to composers and music publishers. It applies to any event where music is played\* other than where the music is incidental (background), or it is a Private function such as a family party where all guests are invited. Where these fees are due, we collect and pay the fees direct to the PRS as we have a responsibility for ensuring that events in our building are licensed.

\* Played includes videos, tapes, DVDs, Karaoke etc.

**PPL** - Phonographic Performance Limited issue licences and distribute the licence fees to record companies, recording artists and musicians. A licence for PPL is required when you play sound recordings such as CD's, tapes and records, subject to their control in 'public'. Public is determined as any event except a family or domestic gathering. The responsibility for obtaining the necessary licences is with the hirer, not Swindon Borough Council. If you require further information, please contact PPL on 020 7534 1000 or visit [www.ppluk.com](http://www.ppluk.com).

**Public Holidays**

We do not open on Bank Holidays.

On behalf of the Des Moffatt Western Community Centre Trust **(Charity number 275749)** Thank you for booking with us.