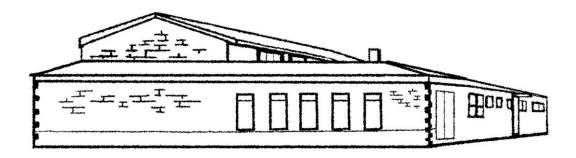
HANHAM COMMUNITY CENTRE

Registered Charity No 1152575

A Charitable Incorporated Organisation (CIO)



Standard Conditions of Hire, General Rules of the Building and Section Code of Practice

Version: 7.3

Last Amended: 4th May 2020

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Change Record

Date	Change	Version	Author
Mar 2003	Initial draft	0.1A	K M Lawrence
Dec 03	Dec 03 Approved version		K M Lawrence
Oct 08	Minor Updates	2.0	K M Lawrence
Mar 09	Centre name change	3.0	K M Lawrence
Sept 12	Sept 12 Revised Section Code of Practice		K M Lawrence
June 13	une 13 Updated (change of charity number)		K M Lawrence
July 16	Updated (Smoking and e-cigarettes added)	6.0	K M Lawrence
Oct 17	Clarified Compliance Bond, teen parties and	7.0	K M Lawrence
	removed guest list (for most functions)		
Dec 17	Section 18 updated and extended to include	7.1	K M Lawrence
	availability of electrical power, stage space and fire		
	retardancy of materials		
Aug 19	Added removal of Helium cylinders	7.2	K M Lawrence
May 20	Added GDPR statement	7.3	K M Lawrence

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Community Centre's premises (herein refered to as "the Association"). If the Hirer is in any doubt as to the meaning of the following, the Letting Officer or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of, and on, the premises (or part thereof) at all times when the public/guests are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met (including all conditions of the Premises Licence).

2. Supervision

The Hirer shall, 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 car parking arrangements so as to avoid obstruction of the highway;
- Ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises.

3. Teenage Parties

The Association does not generally host Functions of Events for those aged 13-19. However, such functions may be held, at the discretion of the Association and with written agreement from the Trustees. Persons wishing to hold such an event should engage with the Trustees as early as possible (at least 12 weeks before the event). Such engagement should reassure the Trustees that the event will be suitably controlled and managed; preference will be given to long-term Association members. Such events shall be subject to larger Compliance Bond. The Association is unlikely to hold any 18th Birthday parties.

4. Attendants

There shall, in addition to the Hirer, be a minimum number of competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 21 years of age. If most of the attendees/audience is under 16, the number of attendants shall be increased by two. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

The number of attendants on duty must not be less than:

- Two adult attendants for up to 100 persons
- Three adult attendants for 100-249 persons
- Four adult attendants for 250-499 persons
- Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

5. Booking Confirmation & Deposits

All hire of rooms must be initialled with a Hire Booking Form which has been completed satisfactorily, signed and returned to the Letting Officer. All hire fees, storage charges and deposits must be paid at the times stipulated in the Hiring Agreement. No hiring will be booked, and the Hirer will have no right to use the rooms and facilities, until all payments have been made in full at the times stipulated. If the Hirer wishes to cancel the booking no fees are refundable.

The hirer shall pay a deposit when booking. This is normally 50% of the fee, but if less than four weeks to the event, or if this is a special offer payment will be requested in full. All Deposits are non-refundable.

The Hirer shall, on making a booking, inform the Letting Officer of any requirements concerning the provision of refreshments (including the bar, stage and kitchen) and shall be responsible for any charges thereby incurred. The Hirer may be required to provide the Letting Officer with the Names and Addresses of all attendees (ideally in alphabetical order), if requested this is to be provided at least 7 days before the event.

No alcohol or soft drinks shall be brought onto the premises, other than that as part of this agreement, which shall be subject to corkage charges (see later).

The hire charge for the functions suites is priced on the understand the Association will provide a bar service (which will be used). If a bar is not provided (or is unlikely to be used), the Association may levy a larger hire charge (or surcharge) to cover staff wages and loss of income.

6. Compliance Bond

As directed by the Letting Officer, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or content. In such event the Letting Officer shall retain all, or part of, the Compliance Bond.

Any event or activity not complying with the aforementioned conditions may forfeit part, or all, of the Compliance Bond. Incidents causing complaints of nuisance from neighbours or members, or requiring the attendance of the Police will result in loss of part, or all of, the Compliance Bond. The Association reserves the right to terminate forthwith any entertainment, activity, or meeting permitted under the hire that is not properly conducted and/or does not comply with the Conditions of Hire or the General Rules of the Building.

7. Commercial Hire and Use

Commercial users will be charged a rate higher than that charged to community or charitable activities.

8. Extra Charges

Hirers will be charged up to the time the last patron, guest, caterer, disco operator etc leaves the premises, and these shall be deducted from the Compliance Bond.

9. Review of Charges

The Association reserves the right to increase hire charges at any time without notice. However, charges are reviewed annually with the needs of the Association, and we try to warn Hirers in advance. Normally, new charging scales come into effect from 1st April, and those with advanced bookings will be subject to any price increase.

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.

10. 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 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 unauthorised consumption of alcohol thereon.

11. 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.

12. Licensable Activities

The Hirer shall ensure that the Association holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer shall be responsible for obtaining any necessary approvals and licences in connection with the hire, other than those already held by the Association, and shall comply with all conditions attaching to such approvals or licences, and will indemnify the Association against all losses, costs, damage and expenses resulting from any failure to obtain such approvals or licences or from any failure to comply with the same. The Hirer shall provided to the Letting Officer all such approvals and licences at least 48 hours before commencement of the Hiring.

13. 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 the Association's Health and Safety Policy.

- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (b) In advance of an entertainment or play the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there is no obvious fire hazard on the premises.

14. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

15. Outbreaks of Fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Association or Administrator.

16. Health 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer, though these need to be booked when hiring.

For such foods:

Cold foods <u>MUST</u> be kept at or below 8°C (46°F), and should only be displayed above this temperature for a single period of up to 4 hours i.e. on a buffet table.

Fridge temperatures should be between 0°C and 5°C.

Hot foods MUST be kept at or above 63°C, and must only be displayed below 63°C (145°F) for a maximum of 2 hours i.e. on a buffet table.

These times must not be exceeded. After food has been out of temperature control for one period it must be thrown away.

Use of the kitchens MUST be booked at the time of booking, and will not necessarily be for exclusive use.

17. Electrical Appliance Safety

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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer *must* make use of it in the interests of public safety. Portable equipment is subject to Portable Appliance Testing (PAT) and should be certified as tested (inc Disco equipment).

18. Association Equipment (Lighting, Sound, Pianos)

- (i) <u>Pianos</u>: Several rooms have pianos, and these are included in the Hire of such rooms; if available. It is the responsibility of the Hirer to have any piano's tuned to their needs.
- (ii) <u>Lighting</u>: The Elbrow Suite stage has a full theatrical lighting rig. This is <u>NOT included in hire</u> of the Elbrow Suite unless specifically booked and payment made.
- (iii) Sound:
 - (a) The Elbrow Suite has a high quality JBL 2Kw sound system which is available for use, but MUST be booked if required on the booking form;
 - (b) The Wessex Suites have a basic PA system for voice; this MUST be booked if required as it is not normally available.
- (iv) <u>Power</u>: Both function suites have 13A power supplies for disco/band usage, with a maximum loading of around 16-20A. The Elbrow Suite has larger suppliers available (up to 60A 3phase), but these MUST be booked via the booking form and their usage may limit the availability of the full stage lighting.
- (v) <u>Stage Space</u>: Hire of the Elbrow Suite <u>DOES NOT</u> include usage of the full stage. A standard hire include the stage space forward of the main curtains (1.2m). If more space is required it MUST be booked via the booking form. Typically a small disco would fit into the space provided, a larger disco or small band may need 2.4m (to the grey curtains). Usage of more stage space MUST be booked well in advance of a function (as least 6 weeks); and will not always be available. {As a guide the black curtains are at approx. 4.2m, whilst the full stage depth (to be back wall) is 6m}. Usage of the full stage does NOT include access to the off-stage scenery storage area.
- (vi) <u>Use of Material</u>: Any soft materials (paper or fabric) used as decoration on the stages (or within the function suites) should be treated to meet current fire retardancy standards; B.S.5867 Pt2 Type B, BS476 Part 7 and B.S.5852 0 & 1.

The Hire of the Lighting and Sound will be dependent on the Hirer having a qualified responsible person (named) who will be responsible for the care and control of these systems.

(vii) <u>Smoke and Haze</u>: Use of smoke and haze machines should be noted on the booking form, as some sensitive fire detection will need to be isolated. {As per the General Rules – Use of candles is NOT permitted without written authorisation.}

19. 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 thereof 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; and
 - (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 hereunder 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.

20. Accidents and Dangerous Occurrences

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 Board of Trustees **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. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

21. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances (fireworks, pyrotechnics, petrol) are not brought into, or used in any part of the premises (without permission), and that
- (b) No internal decorations of a highly combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.

22. Heating

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.

23. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

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 nor 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. No illegal drugs may be brought onto the premises.

24. Animals

The Hirer shall ensure that no animals (including birds) except 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.

25. Compliance with the Children Act 1989 and subsequent Legislation, including Work with Vulnerable Adults

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 Criminal Records Bureau (CRB) 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 CRB Check and Child Protection Policy on request.

26. Fly Posting

The Hirer shall not carry out or permit fly posting 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 Board of Trustees 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.

27. 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.

28. 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.

29. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, all fees paid are not refundable; but a partial refund may be considered in exceptional circumstances at the discretion of the Association. The Association reserves the right to cancel any 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) Any of these conditions are not complied with by the Hirer;
- (e) 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 may 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.

30. 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. Where the hire includes a bar, there is a 20min "drinking up time" after the bar closes, after which the bar staff must be permitted to collect ALL glasses.

Any gas canisters/cylinders of Helium brought onto the premises by the Hirer must be removed by the Hirer at the end of the Hire – the cost to the Association of disposing of these will be deducted from the Compliance Bond.

31. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, ensure sound levels are not excessive, and that any other licensing condition for the premises are complied with.

32. Stored Equipment

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.

33. 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 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 become the property of the Association, and will be disposed of by the Association as it thinks fit. The Hirer will make good, or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or content, to the satisfaction of the Association any damage caused by such installation and removal. In such event the Letting Officer shall retain all, or part of, the Damage Bond or shall take any reasonable steps necessary to recover costs.

34. Room Layout

The rooms are normally set out in a standard layout by the Caretakers. Any alternations to the layout needs to take into consideration the Fire Exits & Escapes and should be discussed with the staff if the Hirer is unsure. Fire Exits are alarmed and should not be opened during events; except in Emergencies.

35. Disabled Access

Rooms of the ground floor are all accessible to wheelchairs, and there are toilet facilities available. There is no access to the first floor.

36. Photography

The Hirer shall permit the Association to take general photos of functions and events for the purpose of advertising and promoting the Association.

37. No Rights

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

38. Right of Access

The Association retains the right of access to all part of the premises at all times. The Hirers shall permit Trustees and Staff of the Association access at any time to assure compliance with the Standard Conditions of Hire and the General Rules of the Building - such access does not need the agreement of the Hirer.

39. Dangerous and Unsuitable Performances

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

GENERAL RULES OF THE BUILDING

The management of the Community Centre is vested in the Board of Trustees (Management Committee), herein referred to as "the Association", whose powers and composition are defined in the constitution, a copy of which may be obtained from office or Website. Under the provisions of the constitution, the Management Committee is empowered to make rules or to withdraw or amend them.

A. Use of Association Premises

Use of the Association and its facilities is subject to the following rules and, in the case of hirers, to the conditions incorporated in the hiring agreement.

B. Equal Opportunities

The Association is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

C. Applying to Use the Association

- (1) Application for use of the Association premises and facilities shall be made to the Lettings Officer.
- (2) The right to refuse any application for the use of Association facilities is reserved to the Management Committee or the Lettings Officer, provided that the Lettings Officer reports his/her action to the next meeting of the Management Committee. The Management Committee may refuse an application to use the 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 Lettings Officer shall report the matter to the Secretary, and shall not confirm the letting without the agreement of the Secretary.
- (3) All arrangements for the use of Association 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. The Association reserves the right to terminate forthwith any entertainment, activity, or meeting permitted under the hire that is not properly conducted.
- (4) 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 (3) above.

D. Hours of Opening

The Association is normally available for its members and hirers as follows, unless special arrangements have been made.

Monday – Thursday	9am – 5pm	7pm – 11:20pm
Friday – Saturday	9am – 12pm	7pm – 12:00am
Sunday (Lounge Bar Only)	12pm – 2pm	

The premises shall not be used for licensable activities except between the hours defined in the Operating Schedule and outlined in the Hire Agreement.

E. Maximum Capacity

The Associations' rooms have a maximum capacity under our Licence, which limit numbers as follows. This figure includes all helpers and performers and must not be exceeded. Officers of the Association are within their rights to stop any function exceeding these limits or where gangways, fire escapes or fire exits are blocked.

Room	Elbrow Suite	Wessex Suite	Lounge Bar	Whittucks Room
Max Number	240	120	100	50

Please note these maximum capacities - chairs, table, food tables etc will significantly reduce this.

F. Safety Requirements

All conditions attached to the granting of the Association's Premises Licence(s) 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:

(1) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;

- (2) 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;
- (3) The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes.
- (4) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- (5) The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Lettings Officer:
- (6) Performances involving danger to the public shall not be given;
- (7) Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g.: polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the Management Committee;
- (8) No unauthorised heating appliances shall be used on the premises;
- (9) The First Aid box shall be readily available to all users of the premises. It is located in Main Office and must be returned there after use. The Lettings Officer must be informed of any accident or injury occurring on the premises;
- (10) All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation. The Management Committee disclaims all responsibility for all claims and costs arising from the use of any equipment that does not so comply.

G. Supervision

The hirer or person in charge of an activity (section leader) shall not be under 21 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.

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 21 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 100-249 people are present to three;
- (ii) where 250-499 people are present to four;
- (iii) 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; by two.

The Trustees may require higher levels of supervision for certain events. 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.

H. Children on the Premises

Members and guests are permitted, and encouraged, to bring families in to the Association's premises. Whilst on the premises, parents and guardians shall be responsible for the behaviour, movement and control of their children. Failure to adequately supervise children could lead to expulsion.

I. Dress Code

A reasonable standard of dress is expected whilst using the premises. The Trustees reserves the right to refuse admission to anyone not complying.

J. Safety of Vulnerable People

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 Children Act 1989 and subsequent legislation, 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 Association's Child Protection Policy, and the Trustees 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.

K. 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. Such persons at all times shall observe the Code of Conduct displayed in the kitchen. Other persons may not prepare food on the premises, and only dry goods or packaged foods may be stored or served to the public.

L. Intoxicating Liquor

No intoxicating liquors (or soft drinks) are permitted to be brought onto the premises. There are two exceptions, which must be agreed previously and recorded on the Hire Agreement. Firstly, sparkling wine for toasts and secondly wine for meals (both of which are subject to a corkage charge);

- (i) When the Lounge Bar is open, no drinks (other than water) are to be brought onto the premises;
- (ii) Where alcohol is included as a prize in a raffle or competition it shall not be opened on the premises.

M. Personal Information (GDPR)

The Association uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. Use of HCC facilities implies acceptance of limited personal information use - If you would like to find out more about how we use your personal data, please contact the administrator.

N. Use of Candles

Candles <u>MUST NOT</u> be used anywhere on the premises. The only exception is with prior <u>written</u> agreement from the Association's Health and Safety Officer.

O. Smoking

In accordance with UK legislation, smoking is not permitted anywhere within the building, and for the purposes of the clause Smoking included e-cigarettes (or vaping). Smoking is not permitted outside the main entrance, and is only permitted in the designated smoking area. Those using the smoking area should ensure they respect our neighbours and keep to noise level down.

P. Music and Bands

The premises are licensed with the Performing Right Society for the performance of copyright music. The Association's licence with Phonographic Performance Ltd. (PPL), on the other hand, **does not** cover the performance of recorded music by affiliated groups and other hirers of the premises, who must consult the Lettings Officer before making arrangements for the use of recorded music. It is the responsibility of any independent user group which uses recorded music in its activities to check if it requires a licence from PPL and, if so, to obtain one.

Q. 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 on the premises shall ensure that the requirements of the relevant legislation are strictly observed.

R. Temporary Event Notices (TENs)

The Lettings Officer must be given at least four weeks' notice of any event that is not licensed by the Association's Premises Licence. The Lettings Officer 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.

S. Storage

The permission of the Board of Trustees must be obtained before goods or equipment are left or stored on the Association's premises, except that the Lettings Officer is authorised to grant permission for the overnight storage of goods and equipment brought to the premises for a particular function or event.

T. Loss of Property

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

U. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the premises. Where parking accommodation is provided and available, this must be used, and in any case users of the Association should avoid undue noise on arrival and departure.

V. Nuisance

- (1) Litter shall not be left in or about the premises. Litter must be bagged and left in the room at the end of the event.
- (2) Hirers and organisers of events on the Association's premises 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.

W. Cleaning and Security

All use of Association 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 Lettings Officer. All users shall also leave the premises and surrounds in a clean and tidy condition, as may be directed by the Lettings Officer.

X. Publicity Photographs

The usage of Association premises is on the understanding that photographs of an activity, event and functions may be taken and used as part of wider publicity.

SECTION CODE OF PRACTICE

- [i] All Sections of the Hanham Community Centre shall be governed by a Constitution embodying the following items:-
 - The name of the Section shall either incorporate the words 'Hanham Community Centre' or shall indicate it is a section
 of Hanham Community Centre on all literature; unless specific agreement is made to the contrary by the Community
 Centre Management Committee.
 - A Section of the Hanham Community Centre shall be constituted solely and exclusively by members of the Hanham
 Community Centre whose object is to pursue defined objectives within the framework of the parent body. These
 objectives shall be stated within the Section Constitution and shall be such as not to conflict with the objectives of the
 Hanham Community Centre. A copy of the Section Constitution shall be lodged with the Administrator.
 - The Section shall appoint such Officers as the Section Constitution requires. All Officers of the Community Centre shall
 be ex-officio members of the Section Committee. As ex-officio members of the Section Committee, the Community
 Centre Officers have the right to be present and to vote at all meetings, but under normal circumstances will not
 attend unless requested by the Section Officers or the Administrator to do so.
 - Election to the Section Committee shall be by ballot.
 - As a minimum a Section shall appoint a: Chairman, Treasurer and Secretary.
 - An AGM shall be held annually between 5th April and 31st May. Notification of the AGM shall be notified to the centre
 office 2 weeks prior to the AGM, inviting Trustees to attend.
- [ii] The Community Centre Officers must be notified of the date and time of the Section Annual General Meeting. The Officers are: Chairman, Vice-Chairman Secretary, Treasurer and Administrator.
- [iii] The funds, equipment and assets of the Section shall be the property of the Hanham Community Centre and in the event of the dissolution of the Section shall be disposed of by the Trustees of the Hanham Community Centre or held by the Trustees for future comparable use.
- [iv] Minutes of the Committee and Section meetings shall be kept by the Section Secretary and shall be available on request to the Community Centre Officers.
- [v] Each Section shall submit before 1st May each year a list of their own members, who must be paid up members of the Community Centre. Such a list should specifically identify the committee members and their role.
- [vi] The Section financial year should coincide with the Community Centre financial year and the Officers of the Section must be responsible for the auditing of the Section Accounts and for their presentation to the Trustees of the Community Centre not later than 1st June for inclusion in the Community Centre accounts. These shall be in a common format defined by the Centre's Treasurer. The accounts and records (bank statement, receipts etc) of the Section shall be available for inspection as required by the Trustees of the Community Centre and by the Community Centre's Auditors.
- [vii] A Section may have its own Bank Account provided that application is made to, and permission granted by, the Community Centre Board of Trustees. All Sections holding Bank Accounts must only deal with the National Westminster Bank, Hanham branch.
- [viii] The Board of Trustees will set an annual Section Charge. Monies are to be paid in to the Centre Office as soon as possible.
- [ix] Any Expenditure from section accounts on capital items must receive Board of Trustee approval this is to ensure the centre (as a whole) can support such expenditure and it is in-line with the centre's wider objectives. Board of Trustee approval and support should be sought for all external funding and fundraising applications; and any such application must be made by, and in the name of, Hanham Community Centre.
- [x] The Board of Trustees is the financial Committee of the Community Centre and is responsible for all monies held by the Centre including' Section holdings.
- [xi] Sections must ensure they comply with the Centre's Governing Document and any policies issued by the Board of Trustees. Section must also ensure they comply with the General Rules and Conditions of Hire.