

Terms & Conditions of Hire for EPCCC

Responsible person

The person completing the booking process is responsible to EPCCC for the obligations set out in the Standard Conditions and shall be the contracting party for the purposes of the booking.

The Hirer, if an individual, must be eighteen years of age or over and must remain on site throughout the Period of the Hiring.

Hire times agreed at the point of booking include setting up and clearing away and vacating the building. Hirers that overrun their agreed time may be charged for the time overrun.

1. Obligations of Euxton Parish Community Centre (EPCCC)

EPCCC permits the Hirer to use the Centre for the Purpose of the Hiring during the Period of the Hiring as per the letting agreement. EPCCC is obligated to provide any necessary training for the utilisation of specialist / high risk equipment such as that within the main kitchen.

EPCCC reserves the right to decline a booking or part thereof at any time without liability.

2. Obligations of the Hirer

The Hirer agrees to read and comply with all policies, procedures and findings of risk assessments.

The Hirer agrees to take all necessary, permissible steps to avoid an accident taking place (eg. Electrical wires and trip hazards) to safeguard their guests.

The Hirer must inform EPCCC promptly (Centre Manager) of any hazards that they notice whilst using the facilities.

3. Facilities

3.1 The Use of the main hall at the centre includes use of the cloakrooms, kitchen and toilet facilities as indicated as such on the booking form and may only be used for the purpose for which they are hired.

3.1 a Hirers are responsible for ensuring that they set up the rooms as required for their activities, and then clear away all tables and chairs ensuring that the room is left tidy and ready for the next hirer.

3.1 b The Hirer must not fix to or exhibit on the outside of the Centre, any placard, sign, notice, fascia, board, or advertisement. Any unauthorised internal / external work fixtures fittings and or equipment will be removed from the Centre.

3.1 c The Hirer must not do anything in the Centre or allow anything to remain in the Centre that may become or cause a nuisance, annoyance, disturbance, inconvenience, injury, or damage to the neighbouring Premises.

3.1 d The Hirer must not make any alterations to internal/external work fixture fittings and /or equipment to the Centre.

4. Use of EPCCC

- 4.1 No part of the Centre is to be used for any other purpose other than the Purpose of the Hiring.
- 4.2 No part of the Centre is to be used for any unlawful purpose or in any unlawful way.
- 4.3 No part of the Centre is to be used for any extremist purposes, whether that is religious, political, or social.
- 4.4 No animal (other than a recognised Assistance Dog) is to be brought into the Centre or allowed to enter the Centre without the prior written consent of the EPCCC.
- 4.5 The Centre is open to all members of the community and the Hirer must not discriminate in any way on the grounds of race, gender, sexual orientation, disability, religious or political beliefs or marital status.
- 4.6 The Hirer and guests must conduct themselves in a responsible manner with due consideration to the other third parties and must refrain from any behaviour, which would bring EPCCC into disrepute or cause discomfort/risk to others.

5. Cancellation/Termination by Hirer

5.1 Cancellation/Termination by Hirer – one-off events/private parties/events

5.1 a The Hirer must adhere to the Period of the Hiring and any changes must be agreed with the EPCCC prior to the booking taking place.

5.1 b Once a booking is placed, an invoice for the full balance is generated. £20 of this fee is a non-refundable deposit.

5.1 c If the Hirer wishes to cancel the agreement, then the Hirer must give to EPCCC notice to that effect.

If such notice is given later than 14 days prior to the Period of the Hiring then EPCCC will charge to the Hirer 50% of the fee; 100% of the fee if less than 48 hours notice.

More than 14 days notice, the £20 deposit will not be refunded, or an alternative date offered in exchange, or a refund of the remaining balance minus the deposit.

5.2 Cancellation/Termination by Hirer – Advanced regular bookings

5.2 a The Hirer must adhere to the Period of the Hiring and any changes must be agreed with the EPCCC prior to the booking taking place.

5.2 b If a Booking Agreement has been made and the Hirer wishes to cancel or terminate the Agreement then the Hirer must give to EPCCC notice to that effect. A month's notice is the usual agreement, upon discussion and prior arrangement.

5.2 c If cancellation of a session is required, then regular bookings will receive two annual 'grace' sessions where they will not be charged with short notice fees.

5.2 d If cancellation of specific sessions are to take place, then the EPCCC must be given such notice at least 14 days prior to the Period of the hiring, then EPCCC will not charge to the Hirer the hire fee. Less than 14 days notice, and this will be charged to the Hirer following the 50% fee for less than 14 days and 100% for less than 48 hours notice.

Only in extreme circumstances will exceptions be made. The booking shall only be deemed cancelled upon receipt of written and/or emailed notification of such by the Hirer/EPCCC.

Cancellation/Termination by EPCCC and breach of the Hirer

5.3 EPCCC reserves the right to cancel or terminate any booking for any reason including, but not limited to, the following:

5.3a If the Centre is required for any purpose in connection with a Parliamentary European or local government election or referendum or in connection with any local authority function or service or in an emergency, though notice will always try to be given.

5.3b If the Centre requires urgent maintenance work, as an emergency Centre or for church use, or if it is rendered unusable by an event.

5.3c If the Hirer is more than 30 days in arrears in respect of payments due to the Centre in respect of previous and/or current bookings or part thereof; (and discussions between the EPCC and Hirer have not occurred and an agreement made in terms of settling arrears), or

5.3d If the behaviour of the Hirer/guests (whether as individuals or as a group) is deemed by the EPCCC to be unacceptable.

5.3e If the activity of the Hirer/guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff, performers or public.

5.4 If the Agreement is cancelled for any such reason, EPCCC will give to the Hirer the maximum practicable notice (except in the case of an emergency) and refund/not charge the fee, but EPCCC will not otherwise be liable to the Hirer.

6. Maximum number to be admitted

The maximum number of people (including children) allowed into the Centre is:

Individual room usage:

Main hall	100 maximum capacity
Annexe	40 maximum capacity
Meeting room	20 maximum capacity
Classroom	15 maximum capacity

7. Smoking

Smoking is not to be permitted anywhere in the Centre or immediately outside the entrance areas of the Centre.

Vaping is not to be permitted anywhere in the Centre or immediately outside the entrance areas of the Centre.

8. Payment for hire

8.1 The Hirer will be invoiced for full balance payment upon booking to secure the date and time. The Hirer must ensure that full payment is made promptly. Key safe access will only be granted when this final payment has been made.

8.2 For regular bookings, they must ensure prompt payment of invoices.

8.3 All bookings will pay by either bank transfer, or by cheque. Cash will not be accepted.

9. Car parking

9.1. EPCCC will not be held liable for any damage or loss to vehicles or their contents whilst parked or in transit on Church property.

10. Start and expiration of the period of hiring

10.1. All equipment brought by the Hirer, must be removed at the end of the booking by the hirer.

10.2. The Hirer is to leave the Centre in a clean and orderly state free from litter and in particular, all food should be removed, and the kitchen and other areas left in a clean and sanitary condition. All rooms and hire spaces (inclusive of toilets and storage areas) should be left 'as found' to assist other users and hirers of the Community Centre. Cleaning equipment and products will be made available to all users.

10.3. All waste must be put in the wheely bins and must not be left in the centre.

10.4. Long term Hirers may use space allocated to the Hirer by EPCCC for the purpose of storage after obtaining the written consent from EPCCC. We reserve the right to remove any goods or property of any description in breach of this requirement. Goods stored by the Hirer must be stored safely and securely and at the Hirer's risk without causing obstruction or inconvenience to other users of the Centre.

11. Supervision

During the Period of the Hiring the Hirer is to be responsible for the efficient:

- 11.1. Supervision of the Centre including the effective control of children.
- 11.2. The orderly and safe admission and departure of persons to and from the Centre including car parking arrangements, avoiding undue noise on arrival and departure especially where the Period of the Hiring finishes after 10 pm.
- 11.3. Ensuring that all doors giving egress from the Centre are left unfastened and unobstructed and immediately available for exit.
- 11.4. Any accident or incident occurring at the Centre must be recorded using an accident report form kept in the Health & Safety Cupboard located in the kitchen. The completed accident form must be photographed and emailed to Centre Coordinator to record.

12. Liability and Insurance

To the fullest extent permitted by law the EPCCC shall not be liable for:

12.1 a Any loss or damage to property of the Hirer or their guests.

12.1 b Any inconvenience or loss caused to any party as a result of cancellation.

13. Decoration and Advertising

- 13.1. No posters boards signs flags emblems advertisements artwork or any other material is to be displayed inside or outside any part of the Centre without the previous consent of the EPCCC, except on the specified notice boards. Regular users can email anything that you wish to be displayed to the centre email address and the manager will print out and display on their behalf. Portable banners are allowed during your allotted hire time.
- 13.2. EPCCC reserves the right without liability for damage incurred to remove any material which is on display without the permission of the appropriate person or becomes so dirty or torn as to be unsightly or could cause, or causes, damage to internal decoration.
- 13.3. No bolts, nails, tacks, screws, glue, adhesive tapes or other like objects are to be affixed into any part of the Centre. Pins may be used on display boards only.
- 13.4. No placards fly posting or other articles are to be fixed to any internal or external part of the Centre.

14. Electrical equipment

- 14.1. No lighting or heating power or other electrical fittings or appliances in the Centre are to be altered moved or in any way or interfered with.
- 14.2. No additional lighting or heating power or other electrical fittings or appliances are to be installed or used.
- 14.3. Equipment deemed unsafe will be decommissioned and removed from the Centre without prior notice or compensation to the Hirer.
- 14.4. Hirers bringing electrical equipment into the Centre must have written evidence that the equipment has undergone an annual safety check by a qualified electrician.
- 14.5. The use of fat fryers and high temperature cooking with oils and oil-based products is strictly prohibited at the centre.

15. Statutory requirements

- 15.1. The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Centre or which would or might invalidate in whole or in part any insurance effected in respect of the Centre.
- 15.2. The Hirer must comply with all the conditions and regulations made in respect of the Centre by all statutory enforcement authorities.
- 15.2a The Hirer must be aware of the positions of the fire exits and fire-fighting Equipment
- 15.2b Fire exits and firefighting equipment should only be used for the purpose that they were intended for.

15.2c No highly flammable substances may be brought into the Centre or onto the Centre, and no combustible decorations may be used in the Centre.

15.2d No chemicals, paints, solvents or cleaning products should be brought into the Centre.

15.2e Gangways and fire exits must be always kept clear of obstruction

15.2f If the fire services are called out to any outbreak of fire, however slight, details of the incident must be given to the Community Centre Coordinator.

15.2g In the event that the Hirer prepares, serves, or sells food in the Centre, the Hirer assumes all responsibility and risk to their guests.

15.2h The Hirer will be responsible for ensuring all Food Safety and local cleanliness standards are maintained at EPCCC for the full duration of the hire period.

16. Film Exhibition

The Hirer is not to use any part of the Centre for the purposes of a film exhibition or permit any part of the Centre.

17. Licensing

17.1. The Hirer must comply with all conditions of any Centre Licence issued under the Licensing Act 2003 valid for the Centre (so far as the same may be relevant to the Purpose of the Hiring) and a copy of the Centre Licence will be supplied to the Hirer on request.

17.2. The Hirer with the intention of broadcasting music is responsible for obtaining a Phonographic Performance Licence or ensuring that the broadcaster holds such a licence.

18. Copyright works

18.1. In the use of the Centre the Hirer is not to infringe any copyright or allow any copyright to be infringed.

18.2. If the use of the Centre will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function.

19. Liquor

- 19.1. No liquor is to be brought onto the premises without prior written consent from the centre manager, and it must not be sold at the centre. With the prior written consent from EPCCC, alcohol can be brought onto the premises by Hirers, but it is their responsibility to ensure that it is not sold.
- 19.2. All consumption of alcohol must not be to the annoyance, disruption or infringe on the safety of others and is the Hirer's responsibility to police this.
- 19.3. No liquor is to be consumed in the Centre or in the vicinity of the Centre by any individual under the age of eighteen.

20. Right of Entry

The Centre reserve the right for duly authorised Members or contractors or employees to enter the Centre at any time for any purpose.

21. Safeguarding

You agree to abide by the latest Church Of England Safeguarding procedures and information, as detailed below:

<https://www.churchofengland.org/safeguarding/safeguarding-e-manual/safeguarding-children-young-people-and-vulnerable-adults-1>

Agreement is as follows:

Safeguarding Premises Agreement

The Parochial Church Council of Euxton Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy is attached. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

In particular this means that:

- you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
- you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults , and update it annually;
- you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;

- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
- (a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
- (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officer for Euxton Parish Church is:

Name: Claire Holt

E-mail: euxton.safeguard@gmail.com

Tel. No: 07867 373403

Declaration:

I agree to abide by the appropriate safeguarding procedures.

I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

By completing the booking form, I agree to abide by all the Safeguarding requirements as stipulated above.

20.Complaints

Any problems or complaints, arising out of the use of the Centre must be made in writing to the Community Centre Manager.

Euxton Parish Church Community Centre Coordinator
Euxton Parish Church Community Centre
Wigan Road
Euxton
Chorley
Lancashire
PR7 6JL
Email: euxtoncommunitycentre@yahoo.co.uk
Mobile: 07436 548787