



HOLBROOK COMMUNITY CENTRE  
HOLBROOK SCHOOL LANE  
HORSHAM  
WEST SUSSEX, RH12 5PP

## POLICY AND CONDITIONS OF HIRE

*As we do not provide on-site staff, we regret that The Holbrook Community Centre is **NOT** available for 18 or 21-year-old Birthday Parties, Hen or Stag Parties, or similar events.*

### 1. EXTENT OF POLICY

The Policy and Conditions of Hire relate to the premises managed and operated by Holbrook Community Centre Management Committee - Holbrook Community Centre.

### 2. CORRESPONDENCE

All correspondence shall be addressed to the Holbrook Community Centre, Holbrook School Lane, Horsham, West Sussex, RH12 5PP.

Telephone: **01403 210550**

E-Mail: [admin@holbrookcc.co.uk](mailto:admin@holbrookcc.co.uk)

### 3. REGULATIONS

All Hirers of Holbrook Community Centre are bound by the rules and regulations governing use of the premises, which are deemed to be incorporated in these conditions.

### 4. AGE OF HIRER

Persons under the age of 21 years are not acceptable as hirers or as signatories of the Holbrook Community Centre documentation in relation to hire of any of the premises.

A parent, guardian or carer over the age of 21 years will be required to sign documentation in relation to hire of any of the premises and accept legal responsibility for, and supervision of, an activity involving those under 21 years of age.

### 5. BOOKING PROCEDURES

You can enquire about availability of the centre by telephone or by looking at our online calendar via the website. Bookings are made on receipt of completed hire application form and deposit.

On receipt of the deposit cheque and hire application form, a Booking Confirmation E-Mail will be sent to the Hirer, your booking is **NOT** confirmed until this is received.

Provisional bookings are not accepted.

### 6. HIRE CHARGES

The Holbrook Community Centre Policy is to review hire charges annually, where a booking is made for a date or dates after the date on which the Management Committee's reviewed charges come into effect, the scale of charges determined at the review shall be those applicable to the Hirer.

## **7. DEPOSITS**

A deposit of £50.00 payable by cheque / cash is required to secure your booking.

The deposit cheque is refundable subject to deductions for any damage to property and equipment, the need for additional cleaning after the event and any additional costs incurred by the Holbrook Community Centre associated with servicing the event outside the agreed times and terms of hire, the deposit cheque will be returned within 14 working days of your hire.

## **8. ADDITIONAL CHARGES**

Additional charges may occur and will be due from the Hirer for damage, breakages, additional hire time, additional cleaning time (where the Hirer has left the premises in an unacceptable condition) or for any other item referred to in these conditions.

## **9. PAYMENT OF HIRE CHARGES**

Full payment must have been received 14 days before date of hire.

## **10. METHODS OF PAYMENT**

Payments for hire may be made in the following ways -

- By cheque - payable to Holbrook Community Centre
- By cash - in person to the Holbrook Community Management (do **NOT** send cash by post)
- By Bank Transfer - please contact the Community Centre for details

The Centre is unable to accept payment by credit or debit card.

## **11. CANCELLATION POLICY**

In the event of a cancellation by the Hirer seven days or more prior to the event, a full refund will be given for any monies paid, providing notification of the cancellation is given in writing.

In the event of a cancellation by the Hirer with less than seven days' notice, then the deposit and hiring cheque is not returned and NO refund is possible.

Bookings are accepted by the Holbrook Community Centre on the basis of the information supplied by the Hirer. In the event that any information given as to proposed use, number of persons attending or any other relevant factor is found to be incorrect, the Holbrook Community Centre Management reserves the right to cancel the booking. In such cases, a refund will be considered by the Holbrook Community Centre Management Committee, on application by the Hirer in writing.

Bookings may be cancelled by the Holbrook Community Centre only for the essential safety of the Hirer or for operational reasons. Notification of the cancellation will be given to the Hirer as soon as possible. The decision of the Holbrook Community Centre Management Committee in this regard is final. The hirer will be given a full refund of any monies paid in respect of such a cancellation.

## **12. PURPOSE OF HIRE AND SUB-HIRING**

The Hirer shall not use the premises for any purpose other than that described in the Booking Confirmation letter and shall not sub-hire the premises to any other person or organisation.

### **13. INDEMNITY AND INSURANCE**

The Hirer shall be liable for and indemnify the Holbrook Community Centre against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whoever caused by or to any persons which shall occur while such person is in or on any part of the premises; or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury.

The Holbrook Community Centre reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in the above paragraph have been taken out and are in force at all material times.

Hirers are asked to consult their own insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

Public Liability Hirers, other than those hiring for a non-paying function such as anniversary parties, birthday parties, funerals etc. will be required to produce Public Liability insurance to a level recommended by the Holbrook Community Centre.

### **14. GOOD ORDER**

The Hirer shall be responsible for good order being kept through the period of hire.

The Holbrook Community Centre may make an additional charge for any expenses incurred in engaging the Police or other personnel to preserve order prior to, during or after the period of hire.

### **15. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY**

The use of the premises and equipment, facilities and amenities, including car parking where available is permitted solely at the Hirer's own risk. Holbrook Community Centre shall not be liable for any injury to any Hirer or any employee, invitee or guest of the Hirer; or for loss or damage to any property.

Any property and effects in the premises belonging to the Hirer shall be at their sole risk; and unless previously agreed by Holbrook Community Centre, if such equipment, property and effects are not removed at the end of the hire, an additional charge may be made.

### **16. RISK ASSESSMENT**

Every hirer is responsible for performing a Risk Assessment prior to each and every use of the premises. Holbrook Community Centre, may at its discretion, require a copy of the Risk Assessment.

### **17. ILLEGAL OR UNLAWFUL ACTIVITIES**

The Hirer shall not cause or permit the premises to be used for any unlawful or illegal activity. Holbrook Community Centre reserves the right to cancel the hire immediately and any monies paid will be forfeited. The Holbrook Community Centre Management will report evidence of illegal activities on the premises to the Police and assist with their enquiries.

### **18. UNDESIRABLE SUBSTANCES**

No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written permission of Holbrook Community Centre.

Candles, smoke and bubble machines must not be used due to the automatic fire alarms.

### **19. SMOKING**

In accordance with the law, smoking is not permitted on any part of Holbrook Community Centre premises or grounds. Smoking is *ONLY* allowed off the premises in Holbrook School Lane

## **20. EMERGENCY PROCEDURES**

At the commencement of any period of hire, the Management Committee member will point out the location of all fire exits and assembly points and any other emergency procedures that may be in place.

It is the responsibility of the Hirer to familiarize themselves with the means of escape from the premises and to ensure that any person at the period of hire requiring a Personal Evacuation Plan is identified.

The Hirer shall ensure that all fire exits (internal and external) and common parts of the premises are kept free of any obstruction and shall immediately remove anything deemed to be an obstruction at the request of Holbrook Community Centre Management.

It is the responsibility of the Hirer to ensure that the maximum numbers are not exceeded (150 Standing), the hire will be stopped immediately by the Management Committee if the number of people exceeds the permitted maximum.

In the event of an emergency, the Hirer shall comply with all directions given by the Management Committee; or any member of the Emergency Services; or any other statutory body or agency.

## **21. ELECTRICAL SAFETY**

It is recommended that any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT certificate.

The electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed 30amps. Should any damage occur to the electrical circuitry of the premises by overloading or by the use of faulty equipment, the Hirer will be responsible for the cost of any call out charges, repairs etc. to reset circuits.

## **22. RIGHT OF ENTRY**

Holbrook Community Centre reserves the right for any authorized officer of the Holbrook Community Centre Management Committee, the Police, Fire Brigade or any other statutory body to enter the premises at all times; and the right to require the Hirer to refuse admission to or remove from the premises any disorderly person or persons, which may cause danger or damage to the premises.

## **23. EQUIPMENT PROVIDED BY THE HOLBROOK COMMUNITY CENTRE**

The kitchen provides basic items of crockery and cutlery - cups, saucers, water glasses and jugs, kettle. The Kitchen has a cooker and a fridge.

The kitchen is not intended for the preparation and cooking of full scale meals but for warming food and cooking small items only. Deep fat frying is not permitted.

Hirers shall be responsible for ensuring that all small electrical appliances (kettles etc.) are switched off at the mains at the end of the hire.

Chairs and tables are available at no charge and are stored in the cupboard in the main hall.

It is the responsibility of the Hirer to report any damage or defect to; or the loss of any equipment to the Holbrook Community Centre Management.

Any games equipment and storage boxes are not to be used by hirer's under any circumstances.

#### **24. CLEANLINESS**

All Hirers shall leave all areas of the premises which have been hired clean and tidy and in an acceptable condition.

Cleaning equipment will be provided, along with 2 rubbish sacks - if you require more than 2 then please provide them. **NOTE: ALL RUBBISH SACKS ARE TO BE TAKEN HOME WITH THE HIRER FOR DISPOSAL INCLUDING ANY USED / DIRTY NAPPIES.** This enables us to keep hiring costs down.

The location of brooms, dustpans and brushes and mops will be pointed out by Holbrook Community Centre Management as appropriate.

#### **25. ACCIDENTS**

The Hirer must report all accidents involving injury to the public to the Holbrook Community Centre Management as soon as reasonably practicable.

There is a legal requirement under the RIDOR Regulations to report certain types of accident or injury.

#### **26. ALCOHOL**

Holbrook Community Centre is not subject to a Premises License. If it is the intention of the hirer to sell or supply alcohol even for self-consumption, it is the Hirer's responsibility to make an application to Horsham District Council for a Temporary Event Notice. A copy of the Notice, when obtained, must be provided to Holbrook Community Centre. It is the responsibility of the Hirer to ensure that the provision and serving of alcohol is in accordance with the Licensing Act 2003.

***It is the responsibility of the main hirer to ensure that no alcoholic beverages in any form are not administered to minors while on the premises***

#### **27. BROADCASTING AND FILM RIGHTS**

The Hirer shall not be granted broadcasting or film rights without the prior consent of the Holbrook Community Centre Management Committee.

If such consent is given, Holbrook Community Centre reserves the right to take part in any negotiations, to be party to the terms and condition of any agreement reached and to share in any income and publicity derived therefrom.

#### **28. PUBLIC PERFORMANCE AND COPYRIGHT WORKS**

It is the Hirer's responsibility to ensure that there is no infringement of copyright during any period of hire and the Hirer shall agree to indemnify the Holbrook Community Centre in respect of any liability arising from any infringement of copyright or performance rights.

The Hirer shall comply with the requirements of the Performing Rights Society Limited in relation to all musical work in the Society's repertoire.

## **29. MUSIC AND DANCING**

The Hirer shall observe all statutes, regulations and bylaws in relation to music and dancing in public places. Windows and doors shall be kept closed during all events involving music held at the Holbrook Community Centre, so as to avoid disturbance to neighbouring premises.

Hirers should ensure that their employees, invitees or any other person associated with the Hirer leave Holbrook Community Centre quietly and to minimise noise outside the premises.

**All music shall cease at 9:00pm Monday to Friday and 6:30pm on Saturday and Sunday.**

It is recommended that any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT Certificate.

## **30. SERVICES AND ALTERATIONS**

No additions or alterations shall be made to the gas, water or electrical supplies, any electrical equipment; and no structural or other alterations shall be made to the fabric of the building; nor to any of the furniture, fixtures, fittings or other property in the premises; nor any attachment shall be made of any equipment or materials to the fabric or structure of the building without the express permission of the Holbrook Community Centre Management Committee. Any such permission shall be subject to any terms and conditions as may be stipulated.

## **31. CHILDREN AND YOUNG PERSONS**

The Hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Act 1989 and any other relevant legislation; and that only fit and proper persons have access to the children.

The Hirer shall take responsibility for all children in their care at all times while they are on Holbrook Community Centre premises.

Holbrook Community Centre will not assume responsibility for the care or welfare of any unaccompanied child or children.

Any suspicious behaviour should be reported immediately to the Management Committee member on duty; or to the Police.

## **32. ANIMALS**

The Hirer shall ensure that no animals (including birds) are brought onto Holbrook Community Centre premises, unless prior permission has been given by the Holbrook Community Centre Management.

Guide dogs assisting people with limited sight or blindness are welcome on Holbrook Community Centre premises, providing they are accompanying their owner.

### **33. INFLATABLE BOUNCING DEVICES**

It is the responsibility of the Hirer to ensure that the company from which the equipment is hired (the Company) fully complies with the guidance 'The Safe Operation of Inflatable Bouncing Devices' issued by the Inflatable Play Inspections Schemes.

It is the responsibility of the Hirer to ensure that the Company employs suitably experienced and trained adult personnel, where the Company is responsible for setting up, operation and supervision of the Bouncy Castle.

It is the responsibility of the Hirer to ensure that the Company provides written evidence of a current Public Liability Insurance Policy with a limit of indemnity of at least £1 million.

If the Hirer is to operate the Bouncy Castle, it is the responsibility of the Hirer to ensure that they are provided, by the Company, with written instructions about the safe setting up, operation and supervision of the equipment and that the name and address of the manufacturer or supplier is clearly marked upon it

The Hirer's attention is drawn to the following guidelines -

- a) Children should not be allowed to use the Bouncy Castle if there is a high wind or in wet weather. The Bouncy Castle must be adequately secured to the ground and situated away from possible hazards. Soft matting covering hard surfaces must be placed adjacent to the front or open sides. Users should not be allowed to obstruct the entrance or exit. No-one should be allowed to play on the step or front apron of a Bouncy Castle.
- b) There should be responsible adult supervision paying close attention to the children at play at all times during its use.
- c) The number of children using the bouncing castle must be limited to the number recommended in the Hire Company's safety instructions, and there must be no overcrowding.
- d) A Rota system for different age or size groups should be operated, together with the observance of any age limit of users (It is suggested that any children over the age of 10 years old should not use the equipment).
- e) All children should be made to remove footwear, hard or soft objects such as jewellery, buckles, pens and other similar pocket contents.
- f) Eating or performance acrobatics must not be allowed.

The above is guidance only and is not a comprehensive guide. Further information may be obtained from [www.pipa.org.uk/playSafe](http://www.pipa.org.uk/playSafe)

It is recommended that any electrical equipment brought to the premises by a Hirer should carry an up-to-date PAT Certificate

### **34. FLYPOSTING**

Flyposting on vacant shop premises, street furniture, trees etc. is an offence and makes an offender liable, on summary conviction, to substantial penalties.

An unauthorized and illegal display of posters may result in the cancellation of a booking and may be taken into account when considering accepting future bookings of Holbrook Community Centre.

### **35. ADVERTISING AND OTHER SIGNAGE**

Notice boards are provided at Holbrook Community Centre to advertise a variety of events and Hirer's activities, subject to the approval of the Holbrook Community Centre Management Committee.

Any inappropriate, offensive, commercial or non-relevant posters, flyers or stickers will be promptly removed. Advertising and signage on the outside of the Holbrook Community Centre are subject to approval by the Centre Management Committee; and may also require planning consent and the consent of the Highway Authority.

### **36. LOTTERIES, RAFFLES AND GAMING**

No gaming, betting games or lotteries shall be carried on or be allowed to be carried on in Holbrook Community Centre premises, except those games made lawful by the Betting, Gaming and Lotteries Acts; and then only if the statutory provisions are complied with.

### **37. END OF HIRE**

All periods of hire at Holbrook Community Centre shall cease where you must have vacated the premises and grounds by the following times -

- **Monday to Friday**            **9:30pm**
- **Saturday and Sunday**      **7:00pm**

***If you are late leaving the premises including car park for any reason your deposit cheque will be forfeit automatically.***

***You must not leave the premises at the end of your hire until a member of the Management Committee arrives to lock up.***

### **38. NOISE**

It is the responsibility of the Hirer to ensure the effective supervision of the arrangements and the activities in the premises during the period of hire and for the prevention of disorderly behaviour, so as to ensure that no nuisance or annoyance is caused to nearby residents.

It is the responsibility of the Hirer to ensure that the Hirer and the Hirer's employees, invitees and guests make the minimum of noise and disturbance on arrival at and departure from the premises; and in the immediate environment of the premises.

### **39. COMPLAINTS**

Any complaint by the Hirer in respect of the use of Holbrook Community Centre or the arrangements for that use shall be made in writing to the Holbrook Community Centre Management Committee, within seven days of the date of hire. In the event of a complaint being made, the Holbrook Community Centre Complaints procedure will be followed.

### **40. CHANGES TO POLICY AND CONDITIONS OF HIRE**

Holbrook Community Centre reserves the right to amend this Policy and the Conditions of Hire at any time; and any changes to the Policy and Conditions of Hire shall be notified to all Hirers.

The Policy and Conditions of Hire in force at the date of hire shall be those which are applicable to the hire.

### **41. DATE OF REVIEW**

This Policy and the Conditions of Hire will be reviewed annually.