

# General Terms and Conditions governing the use of the Greenstead Community Centre

## Preamble

The Greenstead Community Association manages the Greenstead Community Centre and is empowered to make rules or to withdraw or amend them. Their powers and composition are defined in the constitution which may be viewed at the centre.

## 1. Use of the centre

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

## 2. Equal Opportunities

The Greenstead Community Centre shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

## 3. Applying to use the centre

(a) Application for use of the centre shall be made to the centre Admin / Reception staff.

(b) The right to refuse an application for the use of the centre facilities is reserved by the G.C.A or the Centre Manager, provided that the Manager reports her actions to the G.C.A.

(c) All arrangements for the use of the centre facilities are subject to the G.C.A reserving the right to cancel bookings when the premises are required for use as a polling station or are rendered unfit for the intended use.

## 4. Hours of opening

Facilities at the centre are normally available for use of its members and outside hirers between the hours of 9.00 a.m. and 11.p.m. Mon-Thurs and Sun, and 9.00 a.m. and midnight Fri and Sat. In exceptional circumstances these hours may be extended on application to the Centre Manager.

## 5. Maximum Capacity

The centre hall has a maximum capacity of 280 people which includes organisers and performers. The meeting room has a maximum capacity of 44 people. These figures are to be reduced if space is taken up by equipment. On no account shall these figures be exceeded.

## 6. Safety Requirements

All conditions attached to the granting of the centre's Public Entertainment Licence and other licences shall be strictly observed. All users must adhere to the centre Health and Safety Policy. 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:

- (a) obstructions must not be placed in the gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
- (b) all groups are expected to read and follow the centre fire procedure and co-operate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures;
- (c) the emergency lighting supply must be turned on the whole time the premises are occupied, and must illuminate all exit signs and routes;
- (d) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- (e) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Centre Manager;
- (f) performances involving danger to the public shall not be given;
- (g) 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 G.C.A.
- (h) no unauthorised heating or cooking appliances shall be used on the premises;
- (i) the First Aid box shall be readily available to all users of the premises. It is located in the café area and must be returned there after use. The Centre Manager must be informed of any accident or injury occurring on the premises and any items that have been removed from the First Aid box.
- (j) all electrical equipment brought into the building shall comply with the Electricity at Work Regulations

1989. The G.C.A disclaims responsibility for all claims and costs arising from the use of any such equipment that does not so comply.

### **7. Supervision**

The Hirer or person in charge of the activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of activity. S/he shall not be engaged in any duties which prevent her/him 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 18 years of age) on duty where under 100 persons are present. The number of adult attendants required increases to 3 where 100-249 are present and 4 where 250-280 people are present. When the majority of those present are under the age of 16 or have disabilities, the number of adult supervisors will be increased.

All persons in charge or on duty shall have been informed of the centre fire procedure and shall familiarise themselves with the fire-fighting equipment provided.

### **8. Safety of vulnerable people**

No activities or groups involving either young children under eight years or vulnerable adults will be permitted on the premises except with the written agreement of the G.C.A 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 are required to comply with the G.C.A Child Protection Policy. It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to children, and that such persons shall at all times be in attendance of the children who are on the premises for the activities concerned.

### **9. Supply of food and drink**

Only persons who are food handlers within the meaning of the Food Safety Act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to handle food on the premises. Such persons at all times shall observe the Code of Conduct displayed in the kitchen.

### **10. Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing by the G.C.A. Any Occasional Licence or Permission for the sale of alcoholic liquor must be produced in advance of hire.

### **11. Music in the centre**

The premises are licensed with the Performing Rights Society for the performance of copyright music. Users should inform the Admin/Reception staff of the frequency of musical performances during their activities at the time of booking and request permission from the G.C.A before increasing this number. The G.C.A reserve the right to pass on to the user any charges incurred as a result of increased musical performances.

The G.C.A has a licence with Phonographic Performance Ltd (P.P.L) but this does not cover hirers or other organisations at the centre, who must consult with the Admin/Reception staff before making arrangements for the use of recorded music. It is the responsibility of any user group which uses recorded music in its activities to check if it requires a licence from P.P.L and, if so, to obtain one.

### **12. 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 in the centre shall ensure that the requirements of the relevant registration are strictly observed.

### **13. Stage plays**

The premises are not currently licensed for stage plays. Any organisation wishing to use the premises for the purposes of a stage play production must apply to the manager and with enough notice for a licence to be obtained.

#### **14. Storage**

The permission of the Centre Manager must be obtained before goods or equipment are left or stored at the centre. Equipment must be stored as directed by the G.C.A and may be subject to a storage charge. The G.C.A accepts no responsibility for, or liability for loss or damage to any stored equipment or other property brought onto or left on the premises. Fees will be charged at the standard room hire rate for equipment and property which is not removed at the end of the hire session.

The G.C.A may dispose of items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer/User any costs incurred in storing and disposing of such items where either storage charges are overdue by 7 days, or after failure to remove the property within 7 days.

#### **15. Loss of Property**

The G.C.A cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.

#### **16. Car parking**

Public parking is available at the rear of the centre. Parking is not permitted on the pavement at the front of the building. Unloading arrangements must be agreed with the manager in advance.

#### **17. Nuisance**

- (a) Litter shall not be left in or about the premises.
- (b) Except in the case of trained support dogs, dogs shall only be permitted on the centre premises in connection with organised activities.
- (c) Hirers and organisers of events in the centre are responsible for ensuring that the noise level of their function is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.
- (d) The centre is a no-smoking building. Hirers are responsible for ensuring that smokers smoke outside and dispose of their cigarette butts responsibly.

#### **18. Cleaning and Security**

All use of the centre premises and facilities is subject to the users accepting

responsibility for returning furniture and equipment to their original position, for leaving the premises and surrounds in a clean and tidy condition and for securing windows and doors as directed by the centre staff.

Any damage must be reported immediately to centre staff and it is the responsibility of the Hirer to make good any damage.

#### **19. Code of conduct**

All users of the building will be required to adhere to the centre code of conduct and anyone not doing so will be required to leave the premises. Organisations and hirers are responsible for ensuring that the code of conduct is followed by all those involved with their hire or activity.

- (a) People will be treated with dignity and respect and no one will be harassed, abused or intimidated regardless of their race, nationality, gender, sexual orientation, disability or age.
- (b) Offensive language or behaviour will not be used.
- (c) No-one will be violent or intimidating towards any user, member of public or staff member.
- (d) Users will not be permitted to enter the building if considered to be under the influence of alcohol or illegal drugs.
- (e) All users of the building will show consideration to all other users at the centre.

#### **20. Monitoring**

Users of the building will be required to provide monitoring information to the G.C.A as requested. This information will be confidential and used for the purposes of providing information to the centre's funders.