

Terms of Hire

Covid 19 Hire Information

We will be opening in several phases

Phase 1 – Pre-existing classes

Phase 2 – Local family groups

Phase 3 – New Bookings

Phase 4 - other

Phase 1

It is the responsibility of the Hirer to:

- Show an approved Risk Assessment to the Facilities Manager with reference to Covid19 and Sport Governing bodies as well as the regular checks (Contact Facilities Manager if support is needed)
- Show a copy of Insurances
- Show a copy of First Aid Certificate where relevant
- Follow the rules and regulations set out in the venue during the Covid19 Pandemic.
- Ensure the compliance of all Health, Safety and Hygiene rules for themselves and their party, including 2m rules and hand washing/hand sanitising
- Be flexible with their current Class times as they may need to be slightly adapted to keep all users safe
- Wipe clean all surfaces, including Disabled toilet and wash basin, door handles and light switches and mop floor with V mop at the end of each booking. (All other toilets, sinks and changing rooms will be closed during this Phase; cleaning products will be provided)
- Follow the one-way system set in place
- Ensure all of their party are washing hands/hand sanitising regularly
- Bring own equipment unless otherwise agreed by the Facilities Manager
- To have contact details for all members of their party for Track and Trace purposes
- Deny access to anyone in their party who may be unwell or showing symptoms of Covid19 and contact all members of their group where necessary to pass this information on
- Shouting/Chanting should be avoided to reduce the spread of Covid19. Please use a microphone if necessary
- Classes should be kept as sedentary as possible
- The wearing of masks is currently the individual's choice
- Leave all doors and windows fully shut on departure
- All members of the party should bring a bag to store their belongings whilst exercising. This must be kept with them at all times.
- All members of the party should be encouraged to come in correct clothing and only use the toilets when absolutely necessary.
- Your hire time will include 15 minutes extra for: set up, pack away and sanitisation of equipment and door handles
- Ventilation, doors or windows should be kept open where possible.

The Committee reserve the right to change these Terms and Conditions at any time without prior notice. In the event that changes are made, the revised terms and conditions will be posted on our website.

GENERAL CONDITIONS

1 The Hirer is the person or entity hiring The Raymond Fenton Centre, or any part of the Centre, for a stated period of time and thereby entering into a contract with The Raymond Fenton Centre Committee.

2 The Hirer (1) agrees to be bound by, and comply with, the Terms of Hire and must not be under 18 years of age

3 The Hirer shall be responsible for complying with all applicable Rules, Regulations and Guidance during the time of hire and shall be solely responsible for compliance.

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- 4** The Committee reserves the right to refuse or cancel any booking should the Hirer, in the opinion of the Committee, fail to disclose the true purpose of the hiring or make any representation as to the hiring which is false or fail to disclose any fact which in the opinion of the Committee is material to this agreement.
- 5** The Hirer shall not permit smoking anywhere inside the building.
- 6** The Hirer is solely responsible for any damage caused to the Centre or its environs and must inform the Facilities Manager as soon as possible
- 7** The hirer agrees not to exceed the maximum permitted number of people per room inclusive of organisers/performers. **see safety rules*
- 8** The Hirer agrees to be present (or by its authorised representative, if appropriate) during the hiring and fully comply with the Terms of Hire, Safety and Advice notes and Premises License conditions (where appropriate) unless otherwise agreed in writing.
- 9** The Hirer shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court, or otherwise
- 10** The Committee is not responsible for any food prepared and served by Hirers, or their contractors, in the Centre.
- 11** The Hirer shall provide their own insurance cover for public liabilities where they charge for entrance or for participation in their activities. A copy of this policy must be given to the Facilities Manager at the time of booking.
- 12** The Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the adjacent highway
- 13** It is the absolute responsibility of the Hirer that if the **Fire Alarm** is activated for any reason, they ensure that all persons in their party leave the building and proceed to the Meeting Point. Only when the cause of the alarm has been ascertained and after the building is deemed safe, can the Hirer instruct persons to re-enter. Please inform the Facilities Manager as soon as possible
- 14** The Committee shall not be liable to the Hirer for any resulting loss or damage to equipment or asset stored in the Centre, such equipment or asset which shall be covered by the Hirers own insurance
- 15** It is the obligation of the Hirer to ensure that they are fully compliant with Child Protection and DBS checks where necessary
- 16** The Hirer shall not sublet the premises
- 17** The Hirer shall not use the premises for any unlawful purpose
- 18** The Hirer shall ensure that all electrical equipment brought to the Centre and used by them has been subject to Portable Appliance (PAT) Testing and so identified
- 19** The Hirer shall not store any equipment or asset in the Centre without prior permission of the Committee
- 20** The Hirer shall not allow the Centre to be used for any lewd or salacious purpose which could, in the opinion of The Committee, bring the Centre into disrepute
- 21** The Hirer shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This includes explosives and flammable substances. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) shall be brought on to the premises in large quantities
- 22** The Centre is not available for parties unless otherwise agreed by the committee
- 23** The Hirer shall be given a code for the side door. This code will be valid for the period of the hire. Those with long term bookings will be advised accordingly
- 24** If the Centre is required as "Place of Refuge", or for any other purpose, by the Emergency Authorities, including an Election, which results in the Centre being cleared, then the Hirer shall be entitled to a refund of all monies paid.
- 25** Well behaved dogs are welcome in the signposted café area but must be kept on a lead. Dog fouling should be cleared and taken away
- 26 BANNED ITEMS** These shall include: • Gas cylinders containing any flammable gas including propane and butane, unless otherwise agreed in writing by the Committee • Fireworks • Chinese Lanterns. This list may be extended at any time by the Committee
- 27** It is the Hirers responsibility to ensure that any external doors must be left fully closed when leaving the facility
- 28** Obstructions must not be placed in gangways or exits, nor in front of emergency exits.
- 29** The Hirer is responsible for ensuring the noise level does not interfere with other activities within the building nor cause inconvenience to the occupiers of nearby houses and property.

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30 It is the responsibility of the Hirer to leave the building in a clean and tidy condition and to take rubbish away with them when leaving. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents. No alterations or additions may be made to the premises eg decorations

31 The Hirer must report all accidents involving injury to the Facilities Manager as soon as possible. All accidents must be recorded in the Accident Book at the Centre.

BOOKINGS and FEES

1 The Committee shall always give priority to bookings in the following order:

- A. Registered Charity or "not for profit" South Cerney Organisation benefitting the Village (e.g. social or sports committee)
- B. Resident of South Cerney for social or family sport
- C. All others (e.g. resident of South Cerney running a dance class for profit)

***Any dispute over priorities will be resolved by the Committee, whose decision is final.**

2 All bookings and subsequent invoicing and payment will be carried out through the HallMaster booking system accessed through the website. Help can be provided by e-mail or telephone call to the Facilities Manager.

3 Hirers should be aware that the Committee recognise the requirements of the General Data Protection Regulations (GDPR) which governs the use of information about people known as Personal Data. As such, The Raymond Fenton Centre collects and uses Personal Data for the purposes of managing the Centre, its bookings and finances, and running and marketing events. This data shall only be used in connection with the purpose for which it was collected and will be retained as required by the Facilities Manager. If you would like to find out more about how we use your Personal Data or want to see a copy of information about what we hold, please contact the Facilities Manager by email; fentons@southcerney.org.uk

4 Hire fees shall be set by the Committee and may be reviewed at any time. Those published on the website are current at the time.

5 The following areas will be included in the hiring unless otherwise stated upon booking.

Main Hall Booking: Main Hall, all toilets, changing rooms, hallway, entrances.

Meeting Room Booking: Meeting Room, all toilets, changing rooms, hallway, entrances. Occasionally, there may be two groups using the communal areas of toilets, changing rooms and hallway and entrances.

6 Hire Fees, and Deposits if applicable, should be paid through HallMaster using BACS or by PayPal. The Hirer, on or before the commencement of the event date, shall pay a deposit at least one third of the cost of the booking. The balance of the booking fee is preferred at least 7 days before the date of the booking but can be paid later when agreed by the Committee. Deposits, if applicable, will be returned in full to the Hirer by the Treasurer within seven days after the event has been held subject to all Terms of Hire being complied with. If the Terms of Hire are not complied with, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

7 Bookings may be made up to 6 months in advance of the date of hire. Payment is preferred on Booking, but regular bookings can be paid up to one week after the receipt of the invoice.

8 The booking rate in force at the time of making the booking is secured.

CANCELLATIONS

1 If the Hirer cancels the booking within four weeks of the event, 50% any monies paid shall be forfeit. If the Hirer cancels the booking within two weeks of the event, 100% of any monies paid shall be forfeit.

LICENSES

The Hirer shall be responsible for obtaining any necessary approvals or licenses in connection with the Hire use, other than those already held by the Centre, and will comply with all conditions attaching to such approvals or licenses, including those held by the Centre and will indemnify the Centre against all losses, costs, damages and expenses

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resulting from failure to obtain such approvals or licenses or from any failures to comply with the same. All licenses shall be produced to the Facilities Manager before the commencement of the hiring.

PPL/PRS –The Raymond Fenton Centre hold a license for the performance of copyright music.

Alcohol - No alcohol can be bought or sold in the Centre without prior permission from the committee and the purchase of a TENS license

No literary, dramatic, musical, film or video work shall be performed or shown on the premises

COVID19

It is the responsibility of the Hirer to:

- Follow the rules and regulations set out in the venue during the Covid19 Pandemic.
- Ensure the compliance of all Health, Safety and Hygiene rules for themselves and their party.
- Show an approved Risk Assessment if a Club/Society/Sports class
- To have contact details for all members of their party for Track and Trace purposes
- Deny access to anyone in their party who may be unwell or showing symptoms of Covid19 and contact all members of their group where necessary to pass this information on
- Ensure all members of their party are hand washing/hand sanitising
- Use their own equipment unless otherwise agreed by the Facilities Manager
- Keep movement and voices to a minimum to reduce the spread of Covid19
- Ensure all members of their party keep within the 2m labelled spacing
- Wipe clean all surfaces, including toilets, hand basins, door handles and light switches at the end of each booking