

The Phoenix Community Resource Hub Ltd



Terms and Conditions of Hire

1. Hire

Who may hire the Centre facilities?

The Building may be hired by anyone who is both:

- a. Aged over 18 on the date of hiring
- b. Is able to provide proof of secure address within the UK

The Building may be hired for:

- a. Recreation, leisure, such as birthday parties or clubs and appropriate indoor sports.
- b. Meetings, elections, lectures and classes such as keep fit.

No restrictions are made on the basis of race, politics, religion or other distinction.

2. Applications

Applications for hire should be made to:

The Centre Manager, The Phoenix Centre, Jubilee Road, Sandwich, Kent. CT13 0QP.

Tel: 01304 611106

Email: info@thephoenixcentre.org

The Management Committee of The Phoenix Community Resource Hub Ltd "The Phoenix Centre" (formally known as Sandwich Youth Centre), henceforth referred to as the Committee, reserves the right to refuse any application without stating the reason for doing so and reserves the right to impose special conditions should these be required. Every application must state the nature and purpose of the letting for which the facility is required. The Committee will have the power at any time and without previous notice to cancel any letting. Accommodation is available at the discretion of the Committee. The right to use the said facilities are not transferable.

3. Charges

- a. Charges for the use of the facilities shall be as indicated by the Committee and it reserves the right to alter, add to, omit or vary the said charges.
- b. An additional fee is payable by the Hirer for each hour or part of an hour that the said facilities are retained by the Hirer from the expiry of the contractual period until the Hirer has returned control thereof to the Committee ready for use by a subsequent Hirer. The additional fee is calculated pro rata to the total fees paid or payable for the contractual period to the nearest complete hour.
- c. Hourly hire rates, a quarter of the applicable session rate, apply to bookings of under two hours or where a session booking is exceeded by up to two hours. Two hours or over are charged at the full session rate.
- d. Minimum Charge for any Booking is £10.00

4. Bookings and Payment

How Bookings are made.

- a. Bookings are made through the Centre Manager, who maybe contacted at the above address or on 01304 611106.
- b. Once the availability has been confirmed, a booking form will be issued and sent to the potential hirer. It must be completed and returned to the Centre Manager, with the appropriate fee and deposit.
- c. The Centre Manager will return a copy of the Booking Form which acts as a receipt or a receipt and notification confirming the booking. The Centre will usually be opened at the agreed start time, but special arrangements for the Hirer to collect and return the keys may be made.
- d. The deposit is usually made by cheque. The cheque will be cashed and if the building, fittings and equipment are left in a satisfactory condition your deposit will be returned in full (to be agreed at time of hire confirmation). If any charges are required to be deducted from the deposit, a cheque for the balance or a bill for further charges (if they exceed the deposit) will be sent by post.

Block bookings: On return of the signed contract, the Hirer shall enclose either (i) the full amount due or (ii) the first month's payment (as appropriate). Where payments are made on a monthly basis, these shall be paid monthly in advance for the duration of the booking.

Single bookings: The Hirer must return the Booking Form enclosing the full amount due, including the deposit. A minimum returnable deposit of **£150** will be required and will be forfeited if the building is left in an unreasonable condition, damaged or the function unreasonably over-runs its exit time, or incurs other charges. Local Clubs, Societies and Charities are not required to pay a deposit, but will be pursued for any costs associated to repairs or additional expenses incurred as a result of their use of the Centre. This is at the discretion of the Committee and is not negotiable. **The Hirer will be responsible for ensuring that the building is left neat and tidy after use and that any rubbish is removed and spillages cleaned up or charges will be levied.**

The said contract/booking form, the appropriate payment and any relevant documentation (if required) must be sent to: The Centre Manager, The Phoenix Centre, Jubilee Road, Sandwich, Kent. CT13 0QP. Provided that all documentation proves appropriate, written acknowledgement and a receipt will be forwarded to the Hirer whereupon the booking is confirmed, subject to the remaining conditions contained herein. The Hirer must contact the Centre Manager by telephone on 01304 611106 at least five days prior to the event to ensure that all arrangements are confirmed.

5. Cancellation

By the Hirer

Block bookings: in the case of a cancellation of a block booking, the Hirer shall pay to the Committee the full amount of the basic hire charges together with any other losses incurred, unless 28 days' notice is given in writing.

Single booking: in the case of cancellation the Hirer will reimburse the Committee for any losses incurred, including loss of letting income and at the discretion of the Committee may forfeit the said deposit unless 28 days' notice is given in writing. In the event of any bookings being cancelled by the Hirer the following penalties will apply:

7 days notice or less = 75% of the hire fee; 8 – 14 days notice = 50% of the hire fee; 15 – 28 days notice 25% of the hire fee; over 28 days notice = no penalty fee will be incurred.

By the Committee

The Committee reserves the right to close or prohibit the use of any of the said facilities at their discretion. Any amounts paid by the Hirer in respect of a booking cancelled in respect of or in accordance with this condition will be refunded but the Committee will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by the Hirer, arising from the cancellation.

6. Safety Requirements.

Nothing shall be done that will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

- a. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public access.
- b. Fire fighting apparatus shall be kept in its proper place, kept clear of obstruction and only used for its intended purpose.
- c. The Fire Brigade shall be called to any outbreak of fire, however slight and details of the occurrence shall be passed to the Committee or Centre Manager.
- d. Performances involving danger to any persons shall not be given.
- e. Highly flammable substances shall not be brought into or used in any part of the premises.
- f. No unauthorised heating or electrical appliances shall be used on the premises;
- g. The First Aid box shall be readily available to all users of the premises. The Centre Manager shall be informed of any accident or injury occurring on the premises.

7. Safety of Children.

No activities or groups involving young children under eight years of age will be permitted on the premises except with the written agreement of the Committee, which will require that the relevant provisions of the Children's Act 1989 and any conditions required by the Social Services Department are complied with before giving such permission.

In the case of affiliated groups or outside Hirers, it is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children and that such persons shall at all times be in attendance upon young children who are on the premises for the activities concerned.

Children of all ages must be properly supervised at all times.

8. Nuisance

- a. The Hirer is responsible for the control of all persons and parties who are admitted to the facility and that they conform in all respects to the regulations governing the use of the facility.
- b. The Hirer should also ensure that noise is maintained at a reasonable level so as not to cause disturbance and nuisance to residents in the vicinity, particularly during hot weather when windows and doors may be open.
- e. Litter shall not be left in or about the Centre premises. Only dry litter is to be put in the litterbins in the buildings, all liquid waste (milk, caned drinks, etc) must be suitably disposed off.
- d. Hirers and organisers of events in the Centre are responsible for seeing that the noise level of their function is not such as to interfere with other activities within the building or cause inconvenience for the occupiers of nearby houses and property.

9. Maintenance of Good Order

- a. The Hirer shall at all times be responsible for the maintenance of good order and shall provide efficient stewarding at entrances and exits all times to deal with an emergency and to ensure that maximum numbers are not exceeded at any time. The Hirer shall be responsible for the maintenance of good order and behaviour during the letting.
- b. All rooms have a maximum capacity as laid down in the Schedule of Fees. This figure includes the stewards, helpers and performers and on no account shall the figure be exceeded.
- c. The premises shall not be used for any purposes other than that for which permission has been granted.
- d. No transfer whatsoever of furniture may be made from the Youth Centre to any other building or location by the Hirer.
- e. The Hirer shall not sublet or use the premises for any unlawful purpose or in any unlawful way nor do anything nor bring onto the premises anything that may endanger the premises, their users or any insurance policies relating thereto.
- f. The entrance passage shall be used only for the purpose of entering and leaving the building and shall be kept clear while the meeting etc is in progress.

10. Access during Hire.

Police Officers and authorised officers of the Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the letting.

The Committee reserves the right at its absolute discretion to refuse the admission or to evict any person from the facility. The Committee reserves the right of entry for any of its employees, trustees or delegated officers at all times to the facility hired.

Members of the Committee, their employees, trustees or delegated officers will have the right to enter the premises at any time and have the right to immediately terminate the hire if the event is found to be in breach of terms and conditions.

11. Security and Supervision.

During the hire.

The Hirer must provide the details, on application, of responsible person(s) (**the Stewards**) left in charge of any activity these named individuals **must not** be under the age of 21 years of age and **must** be on the premises for the whole duration of the said activity. They **must not** be engaged in any other activities that prevent them from exercising adequate supervision. When the premises or any part of the said premises are in use, there **must** be a minimum of 2 persons supervising. None may be under the age of 21 years of age. These are the requirements for numbers of persons attending being less than 50. The number of adult supervisors required is increased in the following circumstances.

Where there are 50 - 150 persons present then there must be an additional steward/supervisor for every 25 extra people, e.g. 6 stewards for 150 people (this includes the person responsible for fire precautions).

When the majority of these present at the entertainment are less than 18 years of age there must be 1 adult supervisor for every 10 children.

The Hirer shall submit on the Booking Form the name and address of one person who has attained the age of twenty-one years to be in charge of fire precautions during the period the Centre is hired. The person in charge of fire precautions must remain in the building during the letting of the Centre.

Stewards must be readily identifiable to the users of the Centre for the duration of the hire.

If during the event any person connected with the function is concerned about the safety of those present, or the building, they should inform the Committee on the emergency number provided prior to the hire commencing.

All persons in charge of functions, activities or groups must understand the emergency evacuation procedures for these premises. They will also have familiarised themselves with the fire fighting equipment provided.

At the End of Hire.

The Centre shall be left with:

- a. All lights, except the entrance building lights and external security, turned off.
- b. All windows must be securely shut or locked as appropriate.
- c. All internal doors shall be shut.
- d. All external doors secured and locked as a required.
- e. The alarm has been set.
- f. The Centre gates must be closed or locked as required.

12. Damage

The Hirer agrees to pay the Committee on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

13. Cleanliness.

The Centre will be clean and tidy when handed over for hire; any complaints about its condition must be made at the start of the "hire period". The Centre must be left in the same tidy and clean condition at the end of the hire. Chairs and tables must also be stacked tidily.

A surcharge will be made for any extra cleaning necessary not covered by the normal booking fee. This surcharge will be deducted from the deposit or charged in addition.

It is the responsibility of the Hirer to provide black bags and remove all rubbish, food and packaging etc at the end of the hire period.

14. Loss of Property

The Committee cannot accept responsibility for the damage to, or the loss or theft of Hirers', or persons from parties under the Hirers control, property and effects from the building, from within the grounds or from within vehicles in the Centre Car Park. After one month all left or lost property will be suitably disposed of.

15. Indemnity

Centre Management's insurance covers its own liabilities and does not cover the liabilities of the Hirer.

- a. The use of the facility is at the Hirer's risk and the Hirer shall indemnify the Committee against any liability incurred towards any third party or parties arising out of or incidental to the hire of facilities or equipment and due to the negligence or default of the Hirer or persons of parties under Hirer's control. The Hirer shall, if required by the Committee produce evidence thereof on demand.
- b. The Committee, its employees or trustees or delegated officers, shall not be responsible for any loss or damage, whether direct, indirect or consequential to any property suffered or sustained at the facility or within the grounds of the Centre, unless such loss or damage occurs as a result of the defective state of repair of the premises or the equipment at the facility.
- c. Commercial Hirers must arrange their own insurance and Certificates produced for vetting to ensure the minimum requirement of £5,000,000 Public Liability indemnity for every claim is held.

- d. Where damage of any kind (except that caused by accidental fire) is sustained by the premises, fixtures, furniture and other chattels therein arising out of or in connection with the hire, the Hirer shall recompense the Committee for any costs incurred in repair, reinstatement or replacement.

16. Capacity

The maximum number of people admitted to any function in the Building is set out in the Schedule of Fees and is available from the Centre Manager.

17. Structural Alterations

The Hirer shall not carry out any alterations to the building, nor fix or cause to be fixed any apparatus, equipment, notice or decoration without the previous written permission of the Committee.

18. Decoration.

Decorations may only be put up after obtaining the full permission of the Committee. Only materials that do not mark or damage the building may be used. No nails, tacks or screws may be driven into any of the walls, floors or ceilings.

Any scenery, draperies, properties or decorations brought into the Centre shall either be inherently flame-retardant material or be rendered so by treatment and maintained in this condition. Highly flammable and readily ignitable materials such as paper, celluloid or cotton wool should not be used.

Balloons must not be left in the Centre at the end of the hire. If any are left in the building and the alarm is triggered the Hirer will be charged for the alarm callout fee at the maximum rate, see Schedule of Fees.

19. Electrical Equipment.

If a Hirer is operating any portable electrical appliance not provided by the Centre this equipment must have a valid portable appliance test (PAT cert) label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within Centre during the hire.

20. Animals

No dogs (except guide dogs) or any other animals will be admitted to the facility without the previous consent of the Committee.

21. Entertainment

Lettings for music dancing or stage plays are permissible only if the entertainment is for a closed organisation or where admission is by invitation. All other entertainments are classified as public entertainments and there exists a statutory requirement that the building must be licensed. Since premises do not conform with the regulations governing the issue of licences, lettings for public entertainments can not be approved. The hirer is advised to ensure that only members or persons specially invited are admitted to any entertainment.

22. Catering.

No catering will be allowed on the premises without the express permission of the Management, which must be obtained prior to the hiring.

23. Gambling

No collection, games of chance, sweepstakes or lotteries nor any betting may be conducted on the premises without the prior consent in writing of the Committee.

24. Broadcasting

No Hirer shall grant sound or television broadcasting or filming rights without the prior written conditional consent of the Committee.

If such conditional consent is given the Committee reserves the right to be a party to any negotiations and to the terms and conditions of any agreement reached between the Hirer and any third party or parties and to share any income and publicity derived therefrom.

25. Photographs

No cameras or other photographic apparatus may be brought into the facility for commercial purposes without written permission of the Committee.

26. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be required to leave the premises. If the fire/smoke alarms are activated due to non-compliance with this condition whilst the premises are in use, then the hirer will be charged an additional £145 to cover costs.

27. Use of Hazardous Materials

Hirers should not bring on to the premises any hazardous materials such as compressed gas cylinders, paraffin heaters etc.

28. Fair Trading Laws.

The Hirer shall, if selling goods on the Centre premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the selling prices of all goods and services are prominently displayed, as shall the organiser's name and address. This requirement shall not apply to Jumble Sales, Boot Fairs, Fetes and the like.

29. Advertising.

No advertising of an event may be produced or distributed until the Committee has approved it. All tickets and posters must show the words "The right of admission is strictly reserved by the Management Committee of The Phoenix Centre and the Hirer". Fly posting is illegal, we reserve the right to cancel an event if fly posting has been used to advertise that event.

30. Car Parking

The Hirer shall ensure that persons using the premises park only in the Centre car parking spaces provided or elsewhere near to the premises as long as this does not cause obstruction to roads and access ways or the use of private parking spaces allocated to other businesses or organisations in the surrounding area. Cars must not be allowed to obstruct entrances and exists of the Centre. The Car Park must be left clean, tidy and secure by midnight.

31. Excisable Liquors

Intoxicating drink will only be allowed on the premises provided that prior permission has been obtained from the Committee and that child or youth activities are not taking place. In addition a licence must be obtained from the relevant body if intoxicants are to be consumed on the premises and a copy of the licence must be shown to the Committee before the hiring takes place.

32. Temporary/Emergency Closure

If there is an emergency, accident or breakdown, either before or during the booking, which needs temporary closure or interruption of an event, the Hirer cannot hold the Committee responsible in any way.

33. Vacation of premises

No letting shall continue beyond Midnight without written permission of the Committee.

No equipment or furniture other than that already provided in the Building may be used or left on the premises without the prior authority of the Committee.

The Hirer will ensure that any item of furniture used is returned to its original position. The Hirer will be responsible for ensuring that the building is left neat and tidy after use and that any rubbish is removed and spillages cleaned up.

34. Complaints.

Any complaints about the booking or Centre must be referred to the Committee as soon as is practicable.

35. Disclaimer

The Committee of the Phoenix Community Resource Hub Ltd accepts no responsibility for any items that are left in the building unattended.