Lyndhurst and District Community Association
Lyndhurst Community Centre
main car park, off High Street
Lyndhurst
Hampshire
SO43 7NY

Tel. 023 8028 2267
E-mail admin@lyndhurstcomm.org

Terms & Conditions of Hire

1 Overview

1.1 Lyndhurst Community Centre ("LCC") is run by Lyndhurst and District Community Association ("LDCA"), registered charity number 301883.

1.2 Lyndhurst Community Centre exists to promote the advancement of education, social welfare, recreation and leisure activities for the benefit of the inhabitants of Lyndhurst, Emery Down, Bank and the surrounding neighbourhood.

1.3 We will challenge discrimination and promote positive attitudes to equality to benefit all at Lyndhurst Community Centre.

1.4 We value all individuals irrespective of their age, gender, disability, ethnic origin, religion, language, sexual orientation, political beliefs or socio-economic circumstances.

2 The Hirer

2.1 The Hirer undertakes to ensure that they understand the Terms & Conditions of Hire and that they will fully comply with them at all times whilst in the Centre.

3 Supervision by the Hirer

3.1 The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Terms & Conditions of Hire and any relevant licences.

3.2 The Hirer will be responsible for the full cost of any loss, damage or breakage to the premises, equipment or property belonging to LCC.

3.3 The Hirer must ensure that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.

3.4 The Hirer must ensure that no nuisance or commotion is caused in the vicinity of the Centre.

3.5 The Hirer must observe the conditions of any additional licences for their activities that are not included in the premises licence. (Premises licence available on request.)

4 Health and Safety

4.1 The Hirer will be responsible for carrying out appropriate risk assessments prior to the start of a new booking or class and providing a copy to the Centre office.

4.2 If a new element is introduced to a regular booking or class, the risk assessment must be updated.

4.3 The Hirer must keep a register of attendees to their event for fire safety purposes.

4.4 The Hirer is responsible for the provision of First Aid for themselves and their delegates/attendees.

4.5 Decorations may be hung from the picture rail provided on the side walls of the halls/rooms but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No "Blutac", drawing pins, adhesive tape or similar may be used.

4.6 The Hirer must report all accidents to a Centre staff member immediately and complete the relevant section in the LCC Accident Report Book.

4.7 The Hirer must report any failure of equipment, either that belonging to LCC or brought in by the Hirer.

4.8 The Hirer must ensure that any equipment or electrical appliances used on the premises shall be certified safe (PAT tested) and in good working order and used in a safe manner.

4.9 The Hirer must ensure that gangways and fire exit doors remain clear and accessible.

4.10 The Hirer must not exceed maximum room occupancy numbers specified in our booking form.

4.11 The Hirer must ensure that no animals (including birds), except assist dogs are brought into the building, without prior permission of the Centre staff.

5 Fire Evacuation

5.1 The Hirer must familiarise themselves and attendees with the statutory fire safety procedures (including location of fire alarms, emergency exits, fire safety equipment and evacuation meeting place (see 5.3).

5.2 In the outbreak of a fire, the Hirer must:

- raise the alarm immediately by operating the nearest fire alarm; and then
- call the fire brigade 999 and give this address: "Lyndhurst Community Centre, main car park, off High Street, Lyndhurst, SO43 7NY"
- call the duty staff member as soon as possible.

Fire alarm points are coloured red and are located next to exit doors.

5.3 The evacuation meeting place is at the bottom of the car park between the New Forest Heritage Centre and the public toilets. No person may re-enter the centre without the permission of the Fire Brigade.

5.4 Out of normal office hours, the responsible safety person must instruct all persons present to leave the building immediately, without stopping to collect belongings, using the nearest available exits.

6 Smoking

6.1 Smoking or vaping is not permitted anywhere in the building. An ash tray is located behind the notice boards at the front porch.

7 Fireworks

7.1 Fireworks of any nature, indoor or outdoor, are not to be used in the building or in any part of the Centre's grounds.

8 Use of facilities

8.1 The Hirer must ensure that the premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire (hirers must provide their own refuse bags for this purpose).

8.2 The Hirer must ensure that rooms are cleared promptly by the end of the allocated time of hire.

8.3 The Hirer must ensure that, with the exception of emergency signs, all lights are turned off and thermostats turned down to 15°C, when leaving the room/hall/building.

8.4 At the end of the hire time, the Hirer must check that all windows and doors are closed and, where necessary, locked.

8.5 Centre staff may lay out ready for use the room or hall with the following provisos:

- Hirers have advised LCC of the required layout in writing 5 days prior to the event;
- If staff are capable, available and have time to do so.

Please note that this service is not included in the hirer charges and is done as a courtesy. If staff are unable to carry out the service for any reason, users will be expected to lay the room out themselves.

9 Kitchen, Health & Hygiene

9.1 The kitchen is maintained to a clean standard and MUST be left in as good a condition as when taken over. If left untidy and unclean, a charge may be made to get it back to standard.

9.2 No Hirer is guaranteed exclusive use of the kitchen.

9.3 If you intend to use one of our rooms to sell food and hot beverages you will be expected to hire the kitchen as well. The use of freestanding urns, griddles etc is not permitted in our meeting rooms for safety and hygiene reasons.

9.4 The Hirer must ensure that any food prepared or taken onto the premises has been properly prepared, stored and served, using guidelines set by Health and Safety regulations. On request, Hirers must produce a certificate that proves the person responsible for the kitchen holds a current Level 2 Food Safety Certificate.

9.5 The Centre, its staff, trustees & volunteers are not liable for the death or illness of any person consuming food on the premises caused otherwise than a defective standard of hygiene in the Centre's appropriate food preparation area.

9.6 The cooker must be cleaned after use and surfaces wiped to remove spills etc. Crockery and cutlery must be washed up and dried after use.

9.7 LCC provides basic cleaning materials only. Sponges, dish clothes, tea towels and other cleaning equipment are not supplied for hygiene reasons.

9.8 Particular care must be used to ensure that the cooker and other kitchen equipment is not left on (urn, coffee percolators, dishwasher, hot cupboard). The dishwasher should be turned off, drained and the door left open.

10 Bookings and Cancellations

10.1 The contact details of the hirer, organiser, responsible safety person and payee (if not the same individual) must be provided to us at the time of booking or no less than 14 days prior to the date of hire.

10.2 Hiring charges are per session - morning, afternoon or evening - unless otherwise stated.

10.3 Current hiring charges are available on request and are quoted at time of booking. These are reviewed annually. The fee is payable to Lyndhurst and District Community Association prior to the booking or on receipt of an invoice.

10.4 The Centre may request a 50% deposit or payment in full prior to any booking.

10.5 Cancellation between 28 days and 15 days before the event will incur a 50% charge.

10.6 Cancellations made within less than 15 days will incur 100% charge.

10.7 The Centre reserves the right to cancel or postpone all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least four weeks' notice shall be given of such cancellation. The Centre will not accept liability for any consequential losses arising from having to move or cancel a booking.

10.8 Long term room bookings charges are subject to change should the annual room rental review result in an increase in charges.

10.9 The Centre reserves the right to accept, after careful consideration, a booking for an activity or an organisation that is similar to one already regularly provided on the premises.

10.10 The Centre reserves the right to nominate a particular weekday session as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

10.11 As a service to fair operators, we usually plan to open our cafe when a large fair is taking place. This is not guaranteed to be available, but please let us know if you would particularly like to have the cafe open, or whether, due to stall holders' own cold food sales, you would prefer not to have the cafe open. Please also read section 9 'Kitchen' if you are selling food.

10.12 The Centre does not accept liability for any loss or damage that occurs to items stored on the premises. All storage of such items is at the owner's risk.

10.13 Room hirers (except commercial hirers) are expected, when necessary, to set up and put away the equipment and furniture they use and at all times leave the room in good order.

11 Insurance

11.1 LDCA has insured the premises for normal risk, but each hirer should ensure that any insurance risks relating to accidents, personal liability, etc. are covered by the hirer. It should be particularly noted by the Hirer that the use of the Centre and all equipment, facilities and amenities is permitted entirely at the Hirer's own risk, and the LDCA shall not be liable for the death of, or personal injury to any user, or for consequential loss, caused otherwise than as the result of the defective condition of the Centre or its equipment, or of the negligence of the Trustees, Centre staff or volunteers.

11.2 The Hirer is responsible for ensuring that any external company or operator (i.e. catering, entertainment, bouncy castle) hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

12 Indemnity

12.1 The Hirer shall indemnify and keep indemnified each of the Trustees and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage to any part of the premises including the curtilage thereof or the contents of the premises against all actions, claims, and costs of proceedings arising from any breach of the Terms & Conditions of Hire
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer. As directed by Centre staff, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

13 Compliance with legislation relating to children or vulnerable adults

13.1 The Hirer shall ensure that any activities at the premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

14 Premises Licence

14.1 The Hirer must comply with the premises licence issued by New Forest District Council.

14.2 The Centre does not have a licence to sell alcohol. This includes alcohol in a raffle, lottery or sweepstake. The Hirer must obtain permission from the Centre before they can apply for a Temporary Events Notice from New Forest District Council. https://www.gov.uk/temporary-events-notice/new-forest.

14.3 The Centre reserves the right to cancel any event requiring a temporary events licence where one has not been granted.

14.4 The Centre holds PRS and PPL licences but, where live or recorded music is being played or performed, users should ensure that they have their own licences as required. Further information can be found at http://www.prsformusic.com and www.ppluk.com.

15 Advertising

15.1 Flyposting contravenes local bye-laws and that the District Council operates a zero-tolerance policy. Posters attached to lamp posts or other street furniture are likely to be removed by the Council and those posting them may be liable to a penalty. If you require further information or guidance on this matter, please contact New Forest District Council (tel. 023 8028 5000).

15.2 Banners and other advertising material for events and classes may be displayed for a maximum of 14 days at the Centre, subject to prior agreement with Centre office staff. Groups, events or classes must take down their banner or advertising as soon as their allocated hire period has ended.

16 Emergency Contact Numbers

Mike Weston	Trustee	02380 813218
Rob Dewing	Chairman	07749 797005

Please complete this form, take a copy for your records and return to:

Office Administrator
Lyndhurst Community Centre
Main Car Park
off High Street
LYNDHURST
Hampshire
SO43 7NY

I have read and agree to abide by the Terms & Conditions of Hire as set out by Lyndhurst Community Centre.

Signature of hirer (where hirer is an individual) or authorised signatory (where the hirer is an organisation or company)

Signed:…….. on behalf of:……

Print name:……

Date:……..

Authorisation on behalf of Lyndhurst and District Community Association

Signed:……..

Print name:…… Date:……

NB Hirers will not be permitted to hold events at the Community Centre unless this form is signed and returned to the office.
Revised 5th November 2021