



Wootton & Dry Sandford Community Centre
Lamborough Hill
Wootton
Oxfordshire
OX13 6DA
E-Mail: booking@wadscc.co.uk

TERMS & CONDITIONS OF HIRE

Updated November 2021

DEFINITIONS:

The HIRER is the person, over the age of 18 years, who is hiring the PREMISES, or the Authorised Representative of the organisation hiring the PREMISES

The EXCO shall mean the Executive Committee of The Wootton & Dry Sandford Community Centre Limited who are responsible for the operation of The Wootton & Dry Sandford Community Centre

The PREMISES are The Wootton & Dry Sandford Community Centre including the car park, playing field and wooded area.

WADSCC is The Wootton & Dry Sandford Community Centre Limited

A REGULAR USER is a user who hires one or more rooms on a regular basis, usually weekly or monthly.

RESPONSIBILITIES OF THE HIRER

HIRING

1. Prior to using the PREMESIS
 - 1.1. The HIRER must agree to these terms of hire via the Online Booking System via the website WADSCC.co.uk
 - 1.2. A damages deposit of one hundred pounds (£100) per room per 4 hours of booking time (or part thereof) must have been received by WADSCC as soon as the confirmation of booking email is received by the HIRER.
 - 1.3. Full payment for the hire (in addition to the damages deposit) must be received at least 2 weeks prior to the hire date unless otherwise agreed in writing.
 - 1.4. Where full payment has not been received by two weeks prior to the hire date, WADSCC reserves the right to treat the booking as having been cancelled.
2. The HIRER is responsible for allowing sufficient time in their booking for setting up and clearing away and will be charged at the appropriate hourly rate. The room(s) which have been booked will only be available for use from the start time specified on the booking to the end time specified on the booking.
 - 2.1. In the event that the HIRER does not vacate the PREMESIS at the end time of their booking, any additional time will be charged at double the normal rate.
 - 2.2. **Where the PREMESIS has not been vacated and fully cleaned by midnight, a surcharge of £100 per hour will be made in addition to the double room rate charge.**

Chairman: K Fysh **Treasurer:** B Miller **Company Secretary:** J Scott
Company Number: 6441376 Charity Number: 1121899



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3. All rooms required must be booked including use of a kitchen. To ensure sole use of a kitchen, this must be paid for at the full rate. Corridors are communal spaces and may not be used unless the HIRER has booked both the Main Hall and Function Room 1 or Function Room 2 and Function Room 3 at the same time.
4. The HIRER shall be liable for charges as follows in the event of cancellation, unless cancellation is caused by a problem with the premises (e.g. no heating, burst pipe etc):
 - 4.1. More than 2 weeks' notice – no charge
 - 4.2. Less than 2 weeks' notice – 50% of the original hire charge will be payable
 - 4.3. Less than 72 hours' notice – 100% of the original hire charge will be payable
5. The HIRER shall not publicly or otherwise advertise any function until the Terms of Hire have been accepted and the Damages Deposit received.

DURING THE BOOKING

6. The HIRER shall at no time exceed the maximum capacities for which the PREMISES are licensed. These are as follows:

Main Hall	Function room 1	Function room 2	Function room 3
Maximum: 140 (With the exception of a Seated Audience maximum 180)	Maximum: 60	Maximum: 70	Maximum: 60

7. The HIRER shall, during the period of hire, be responsible for the supervision of the PREMISES, the building and the contents, and the behaviour of all persons using the PREMISES whatever their capacity, including the proper supervision of car parking arrangements so as to avoid obstruction of the highway. Cars should be parked within the marked bays at all times.
8. All emergency exits must be kept clear of obstruction at all times.
9. The HIRER shall be responsible for ensuring that the PREMISES are not left unattended at any time during the period of hire.
10. The HIRER shall not make any alteration to the PREMISES nor attach anything to the furniture or infrastructure. PRE-INSTALLED HOOKS LOCATED ON THE WALLS IN EACH FUNCTION ROOM are available for this purpose.
11. The HIRER shall not use or interfere with the property of other users of the PREMISES, whose equipment is rightly stored or installed on the PREMISES, without written agreement from the Club or Society concerned. This includes:
 - 11.1. stage lighting, speakers, scenery,
 - 11.2. sports equipment,
 - 11.3. pre-school equipment
12. The HIRER shall notify the EXCO of any damage to the PREMISES and its contents and indemnify the EXCO for the cost of repair of any damage, including property belonging to third parties, which occurs during the period of hire or as a result of the hiring.
13. The HIRER is requested to discourage the wearing of stiletto heels or other footwear that could cause damage to the floor surface.

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14. The HIRER shall ensure that smoking (including vaping) does not take place anywhere within the buildings.
15. The HIRER shall ensure that any noise from the PREMISES will not disturb the neighbours and that persons arriving, leaving or using the PREMISES do not cause annoyance to neighbours.
16. Use of the dishwasher in Kitchen 1 is by prior arrangement only and may only be used by persons who have received relevant training on how to operate and maintain the machine. Please contact the Caretaker should you wish to be granted permission to use this facility. Unauthorised use will result in the damages deposit being forfeited.
17. The HIRER shall not sub-let the PREMISES or allow the PREMISES to be used for any unlawful purpose.
18. The HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the PREMESIS and shall indemnify the EXCO accordingly against all actions, claim and proceedings arising from any breach of this condition. Failure to comply may lead to prosecution by the Local Authority.
19. The HIRER shall ensure that nothing is done on the PREMISES in contravention of the law relating to gaming, betting or lotteries, including Bingo and other games of chance.
20. The HIRER shall take all reasonable measures to prevent drunk and disorderly behaviour on the PREMISES and shall not serve alcohol to any person suspected of being drunk or under the age of 18.
21. The HIRER must comply with the Licensing Act 2003 which covers the sale of alcohol (including the supply alcohol where the cost is included in the ticket price)
22. The HIRER must comply with the provision of Regulated Entertainment which is defined as the provision of entertainment in the presence of a public audience (including events for which no charge is made).
23. The PREMISES are covered for PRS (Performing Rights Society) purposes.

SAFETY

24. The HIRER shall not do anything or bring anything into the PREMISES which may endanger the PREMISES or render invalid any insurance policies.
25. The HIRER, prior to the period of hire, shall ensure that they have familiarised themselves with the following:
 - 25.1.1. W&DSCC Fire Safety Policy
 - 25.1.2. The action to be taken in the event of fire. This includes evacuating the PREMISES and calling the Fire Brigade.
 - 25.1.3. The location and use of fire fighting equipment
 - 25.1.4. Escape routes and the need to keep them clear
 - 25.1.5. Method of operation of escape door fastenings
 - 25.1.6. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 25.2. Prior to the commencement of the event the HIRER shall check the following items:
 - 25.2.1. That all fire exits are unlocked and panic bolts in good working order
 - 25.2.2. That all escape routes are free of obstruction and can be safely used

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- 25.2.3. That any fire doors kept closed
 - 25.2.4. That exit signs are illuminated
 - 25.2.5. That there are no obvious fire hazards on the PREMISES
 - 25.2.6. There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity
- 26.** The HIRER shall ensure that no activity takes place in the PREMISES which could result in any danger. Specifically:
- 26.1. No flammable substances shall be brought into or used in any part of the PREMISES including balloons filled with flammable gas (helium is not flammable), candles, fireworks or sparklers.
 - 26.2. No internal decorations or furniture of a combustible nature (e.g. polystyrene, cotton wool etc.) shall be taken into the Community Centre.
 - 26.3. No smoke machines are to be used as these interfere with the fire detection system.
 - 26.4. No real flame or cylinders for storage of air or other gases or liquids under pressure shall be used without the permission of the EXCO.
- 27.** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the EXCO verbally and in writing as soon as possible thereafter.
- 28.** The HIRER shall ensure that any electrical appliances brought by them to the PREMISES and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. *All electrical equipment used on the premises must be PAT tested.* The HIRER shall ensure that no unauthorised heating appliances are used on the PREMISES
- 29.** The HIRER shall comply with all conditions and regulations made in respect of the PREMISES by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- 30.** The use of 'Bouncy Castles' and other tall apparatus is ONLY permitted in the building subject to meeting the HSE regulations in force at the time – they can be used outside the building provided they are properly attended at all times and with appropriate insurance. The EXCO accepts no responsibility for any accidents or incidents in relation to the use of bouncy castles, or any other equipment introduced by the hirer to the building or the surrounding area.
- 31.** The HIRER shall notify the EXCO as soon as possible and within 48 hours of any accident causing injury to any person and complete the relevant section in the PREMESIS accident book.
- 32.** Any failure of equipment belonging to the PREMESIS or brought in by the HIRER must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)
- 33.** The HIRER shall, if serving or selling food (other than at a private party), observe all relevant food health and hygiene legislation and regulations.
- 33.1. All kitchen surfaces and tables must be wiped down with anti-bacterial cleaner after use and before returning to storage areas.
- 34.** There is no telephone at the PREMESIS. Users are advised to bring a fully charged mobile telephone for use in case of emergency.



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AT THE END OF HIRE

- 35.** The HIRER shall be responsible for leaving the PREMISES and surrounds in a clean and tidy condition and fit for use by the next hirer.
- 35.1. If at the end of your booking, the premises are not in a clean and tidy state the full damages deposit will be withheld.
- 35.2. Any contents moved from their usual positions should be properly replaced. Specifically:
- 35.2.1. the hirer shall ensure that all the window curtains or blinds are open,
- 35.2.2. the folding chairs (main hall) are repacked securely onto their trolleys and secured in place using the straps provided,
- 35.2.3. the red chairs (function room 2 and function room 3) are stacked in the storeroom,
- 35.2.4. the tables are cleaned with anti-bacterial cleaner (to be provided by the HIRER) and then replaced onto the trolleys (main hall) as per instructions in main hall storeroom (tops to tops, legs to legs), or in the store cupboard (function room 2).
- 35.2.5. The HIRER shall be responsible for the removal of ALL RUBBISH from the PREMISES. On no account may food of any description be left on the PREMISES.
- 35.2.6. Please note that hirers are required to provide their own rubbish sacks, cleaning cloths, washing up liquid, anti-bacterial cleaner (for all surfaces used in preparation/serving of food and all touch points such as door handles) and tea towels. Removal of rubbish will be charged at £25 per refuse bag.
- 36.** Where the HIRER is a keyholder, they must ensure that the PREMESIS are properly locked (including internal and external doors), all windows are closed and secured and the security alarm is correctly set after the period of hire and during any period when the PREMISES are unoccupied.
- 36.1. Failure to comply with these conditions will render the HIRER liable for any charges incurred by the Community Centre and will result in the loss of the damages deposit.

REGULATED ENTERTAINMENT:

- 37.** The HIRER shall ensure that there are a minimum of two stewards on duty in the PREMISES when they are being used for public entertainment. When the PREMISES are being used for a disco the number of stewards shall be increased to four.
- 37.1. These stewards shall not be less than 21 years of age and shall be under the control of the HIRER.
- 37.2. The responsibilities of the stewards shall include the control of admission, the general supervision of the PREMISES, the fulfilment of the fire regulations and the evacuation of the PREMISES in the case of fire or other emergency.
- 37.3. The Hirer shall ensure that all persons on duty are fully conversant with the procedure to be adopted for the evacuation of the PREMISES and are familiar with the location and use of the fire fighting equipment available.
- 37.4. If the HIRER requires attendees or their bags to be searched, Security Industry Authority (SIA) registered door supervisors must be employed.

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38. The HIRER shall be in charge and be present at the PREMISES during the whole time that they are open for Regulated Entertainment (see Clause 22). The person in charge shall not be engaged on any duties which will prevent him/her from exercising general supervision.
39. At the commencement of a Regulated Entertainment the HIRER shall announce to the attendees the actions to be taken in the event of a fire or other need to evacuate the PREMISES.
40. The HIRER shall ensure that the PREMISES are not used for public entertainment except between the hours of 0900 and midnight (OR 1AM FOR NEW YEARS EVE) unless special permission has been issued by the Vale of White Horse District Council and by the EXCO.

FREQUENT HIRERS

41. Must hold appropriate documentation according to the activity such as Public Liability Insurance (where the organisation is supplying equipment), First Aid Certification, a risk assessment, Child Protection and Health and Safety policies. Copies must be supplied to the EXCO within seven (7) days if requested.
42. At the discretion of the EXCO regular users may pay in arrears.
 - 42.1. Where REGULAR USERS are invoiced monthly, payment is due no later than 14 days from date of invoice;
 - 42.2. Where frequent users are invoiced quarterly, payment is due no later than 21 days from date of invoice.
 - 42.3. Amendments to an invoice must be requested within 7 days of issue.
 - 42.4. An additional late payment fee of £10 per month that the payment is late shall be payable.

RESPONSIBILITIES OF THE EXCO

43. The EXCO will make reasonable endeavours to ensure the PREMISES are in a clean and tidy condition prior to hiring, and that all facilities are in satisfactory working condition. HIRERS are however reminded that the PREMISES are maintained by largely voluntary effect and any matters arising should be advised to the Caretaker as soon as possible and the EXCO cannot be held liable should the PREMISES or facilities be in an unsatisfactory state.
44. The EXCO reserve the right to cancel the Hirer's booking in the event of:
 - 44.1. the PREMISES being required for use as a Polling Station for Parliamentary Election or Local Government Election or By-Election;
 - 44.2. the decision by the District Council that the hiring will lead to a breach of licensing conditions or would be illegal
 - 44.3. the PREMISES being required as an emergency shelter.
 - 44.4. the PREMISES being rendered unusable or unsafe.in which case the HIRER is entitled to a refund of any monies paid, but the EXCO shall not be liable to the HIRER for any direct or indirect loss.
45. The EXCO shall not be liable to the Hirer for any loss or damage resulting from the PREMISES being rendered unfit for the use for which it had been hired.

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- 46.** The EXCO accepts no responsibility for any stored equipment or other property brought onto or left at the PREMISES. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.
- 47.** Police Officers, EXCO, Booking Clerk and Caretaker, Fire Service, Environmental Health Inspectors and Trading Standards Officers shall have free access to all parts of the PREMISES at all times including during a hiring.
- 48.** Use of the WIFI is subject to the "WiFi Terms of Use"

Please also see

"HIRER'S RESPONSIBILITIES REGARDING THE PROVISION OF ALCOHOL"
"FIRE INSTRUCTIONS FOR HIRERS"