



# TERMS & CONDITIONS

## FOR THE USE OF THE CENTRE

(REVISED 19/03/21)

### 1. USE OF CENTRE

The Heene is to be used to advance education and to provide facilities in the interest of social welfare, for recreation and leisure-time occupation, with the object of improving the quality of life, as may be beneficial to the inhabitants of the area without distinction of sex, political, religious or other opinions.

### 2. FORM OF APPLICATION FOR HIRING

Application for hiring of the rooms and/or catering facilities at The Heene must be made in writing on the "Booking Form" attached, such application to be completed by duly authorised persons and to be construed as a person undertaking on behalf of the organisation concerned, to conform to these regulations.

### 3. NOTICE OF HIRING

Applications in accordance with the preceding regulations must be completed and delivered to The Heene, not less than seven days before the date required. Late applications may be refused. All bookings are made at the discretion of the Management, subject to availability.

### 4. REFUSAL OF APPLICATION FOR HIRING

The Management reserve the right to refuse any application, which is not in conformity with the regulations governing the use of the Centre.

### 5. PAYMENT OF FEES

**Single Room Hire** All fees are payable at the time of booking, in order to secure the room.

Cheques will only be accepted, if over 28 days ahead of booking date. Time for set-up and take down must be included in your booking time. **The access/exit times on the booking form are your hire times and must be adhered to, any extra time used, over this will be charged.** This may be deducted from your Cash Liability Deposit. **In the event of a cancellation, payment is non-refundable.**

### 6. VIEWING OF ROOMS

It is your responsibility to have a look at the room prior to booking, in order to ensure that the room space is adequate for your event.

## **7. COVID 19 PRECAUTIONS**

### **7.1. Covid-19 Risk Assessment**

All hirers to have read and understood Risk Assessment relating to new procedures put in place following re-opening of The Centre after Lockdown. All people attending the Centre must comply with these measures. It is the responsibility of the individual hirer to ensure the risks to safety are minimised. Any hirer who refuses to follow these Terms & Conditions and Covid-19 Risk Assessment, will have their class terminated by the Centre Manager.

### **7.2. Face Coverings/Masks**

Face coverings or masks must be worn in the Centre, including the corridors, in individual rooms and queuing in the café area. Face coverings/masks are not required, if exercising, eating or drinking.

### **7.3. Covid-19 Symptoms**

If Hirer or one of their group has a temperature and/or a cough, it is the hirer's responsibility to refuse entry into their class and to request that they seek medical help and not return until they have self-isolated for two weeks.

### **7.4. Hand Sanitisers**

All users must wash their hands using the wall mounted hand sanitisers in the entrance, corridors, Shakespeare Hall and café area, as they enter the building. Ensure hands are washed frequently. Use tissues and dispose of in waste bins.

### **7.5. Parties or Gatherings**

The Heene is following the latest Government's Guidelines, and when it is possible to reopen, Heene Community Association will be able to take bookings.

### **7.6 .Extra Cleaning**

Staff are cleaning all contact areas more frequently, including wash rooms, doors, push buttons and lift controls. In each occupied room, a cleaning basket of paper roll and spray will be left out for hirers to clean the furniture they are using, beforehand, if they wish. After use, the room must be tidied away and all rubbish disposed of in waste paper bin or black bags.

### **7.7. Track and Trace**

All users of the Centre **must** sign in as part of the Track & Trace, with their contact details, in case there is an outbreak and all users have to be contacted and informed. The office will store this information safely for 21 days, following the GDPR regulations. Alternatively, users of the Centre can use the NHS Test and Trace app and The Heene's QR Code.

### **7.8. Social Distancing**

Users of the Centre are advised to follow government guidelines with social distancing of 2 metres with floor markings and arrows to instruct users/customers to follow in the corridors and café area. It is the responsibility of the individual hirer to ensure that there is adequate space in the hired room to comply with social distancing. The chairs and bookcases in the corridor have been removed. Users of the Centre are advised to keep moving in the corridors to minimise congestion.

### **7.9. Entrances and Exits**

Each individual hirer will be advised of the best entrance and exit route for their room, where possible to allow a flow to avoid congestion. These routes could be fire exit doors. Each hirer is to communicate with the office staff for this information **before** the day of their event, in order to inform their class of where to meet.

### **7.10. Session Start times**

Do **not arrive more than 5 minutes** before your start time and to avoid congestion by waiting outside the Centre until session start time.

### **7.11. Children**

Parents are advised to keep their children close to them at all times, unless the children are in a class/party, then it is responsibility of the hirer to supervise the children. Pushchairs must not be left in the corridors. Pushchairs must be locked up in the outside buggy park. The baby-changing units will be cleaned regularly, but if you would like to clean it before use, please see the office for cleaning basket.

### **7.12. Face to Face Communication**

For the safety of the staff and the users of the Centre, the reception window has a Perspex screen with space at the bottom to pass through booking forms etc.

### **7.13. Noise Levels**

All hirers will be advised to reduce noise levels in their class. The Government's Guidelines suggest that people, who shout to be heard over music or loud voices, increase the risk.

### **7.14. Refreshments**

Hirers are advised to bring their own disposable drinks or purchase their refreshments from the café. See Cafeone22's opening times. There will be no tea towels left out in the small kitchenettes.

## **8. NO SMOKING**

Smoking is not permitted in the whole building. Smoking is not permitted in the garden areas. Smoking is ONLY allowed in the designated area on the far side of the car park, opposite the main entrance, under the trees.

## **9. REGULAR HIRERS**

### **9.1.Regular Groups using our Payment Grid**

All Room Hire fees for weekly/monthly regular classes are payable one month in advance and include all charges for that month. Signature on the payment grid will be required. Time for set-up and take down has to be included in your booking time. There will be a setting-up fee of £15.00 for new regular hirers. Any changes thereafter will be subject to an additional small admin fee.

### **9.2. Cancellations**

In the event of a cancellation, two months' notice, in writing, must be given; otherwise, a 100% charge of the total booking cost will be made.

### **9.3. Becoming a Member of the Centre**

As a regular hirer, we would also appreciate your support of The Heene by becoming a member. There is a small affiliation fee, which is payable yearly in January.

### **9.4. Noise Levels**

Whilst we make every effort to consider hirers when taking bookings, please understand that we are a Community Centre and as such, there may be times when an adjacent room may have to accommodate a slightly noisy session.

## **10. FIRE REGULATIONS**

### **10.1. Regulations**

The premises shall not be used in any way to jeopardise the insurance of the building or its contents against loss or damage by fire. To ensure compliance with the 'Regulatory Reform (Fire Safety) Order 2005' and in

the interest of safety, hirers must read and comply with these site-specific fire regulations. See attached Fire Instructions sheet.

### **10.2. Naked Flames**

In the interest of health and safety; and to comply with fire regulations; naked flames such as candles, tea-lights, fireworks, smoke machines, cigarettes, sparklers and barbeques, are all **strictly forbidden** and any breach may result in the immediate termination of your booking.

### **10.3. Safety**

Hirers must ensure that their group understand that in the event of a fire, they quickly evacuate the building through the nearest fire exit.

### **10.4. Fire doors**

Fire doors must not be blocked with pushchairs, furniture or other objects, as all passages must be kept clear from obstructions. **NO fire doors may be kept open** by means of a chair, doorstop, wedge or any other such device. No fire appliance may be removed or tampered with, except in the case of fire.

### **10.4. Register**

Importantly, ensure you take a register of everyone present in your group/party/room and use this named list to ensure everyone is present in the event of a fire. If you require a blank register list, please ask for one in the office.

## **11. MIS-USE OR DAMAGE TO PROPERTY**

### **11.1. Responsibility**

The hirer shall be responsible for the proper and orderly use of the premises and for the cost of making good any damage to the building and surrounding open space, furnishings and equipment arising out of the hiring. Hirers are responsible for ensuring that the room is left tidy, clean and must ensure there is **NO** damage to the walls or flooring after their session.

### **11.2. Decoration**

The interference with electric or other lighting or the erection of scenery or decoration, without prior written permission is not allowed. No nails, screws or drawing pins may be driven into the walls, floors and ceilings. Sellotape, Blu tack and similar material must not be used except on Notice Boards.

### **11.3. Damage**

Heels or stilettos are NOT to be worn in the Shelley Room. Any equipment brought into the rooms must be free standing. **If we find there is damage to the building and/or equipment, we reserve the right to withhold all or part of the deposit money to cover our expenses.** The Surveyor at Worthing Borough Council, whose decision shall be final, will assess the additional cost of any damage and the account will be due within seven days of receipt.

## **12. HEALTH & SAFETY**

### **12.1. Health & Safety Executive**

For all queries on bookings or health & safety concerns, please contact the Health & Safety Executive for Heene Community Association: Joanna Barden, Centre Manager.

### **12.2. First Aid**

Hirers are responsible for supplying their own first aid kit and staff qualified in "First Aid at Work" according to Health & Safety (First Aid) Regulations 1981. There are First Aid boxes, located in the office, café area and upstairs corridor. There is also have a defibrillator in the office. All accidents must be logged

in the First Aid Book in the office. In the event of an emergency, contact the office staff or caretakers, who are first aid trained.

### **12.3. First Aid Emergency**

Hirers must ensure that their group understand that in the event of an accident, the nearest First Aider is notified to assist and call 999 for help if needed.

### **12.4. Spillages**

Hirers must ensure that their group understand that in the event of a spillage, the area must be cleaned immediately and a hazard sign put down to prevent accidents. A hazard sign can be requested from the office staff or caretaker on duty.

### **12.5. Slips and Falls**

Hirers must ensure that their group understand that they must **not climb up on chairs or tables** to reach objects, or hang decorations, to prevent accidents by falling. If you require a ladder, please ask the office. Hirers must ensure that their group understand they must not leave any leads or objects that could be tripped over, causing an accident.

### **12.6. Electrical Items**

Do not plug anything into the sockets with wet hands or near liquid. Only electrical items that have been agreed with the office may be plugged in. Only electrical items that have been PAT tested are permitted in the building. Plugging in electrical devices, such as iPhones, iPads, laptops are not permitted.

### **12.7. Choking**

Hirers must ensure that their group understand that people, including children, must take care to not to run about whilst eating, to prevent choking on food. In an emergency, find a first aider and call 999.

### **12.8. Supervising Children**

The hirer shall be responsible for ensuring that all children and vulnerable adults are supervised at all times in the building, garden areas and car-park area. As a hirer, you are responsible for any accidents or Incidents that happen involving your group whilst you are in the Centre.

**HEENE COMMUNITY ASSOCIATION ACCEPTS NO RESPONSIBILITY FOR ACCIDENTS OR INJURIES DUE TO UNSUPERVISED CHILDREN AT THE CENTRE.**

### **12.9. Changing Children**

Children must use the washrooms to change their clothes for dance activities or other classes. For health & safety reasons, changing in the café area and corridors are not permitted.

### **12.10. Garden Area**

The hirer shall be responsible for ensuring that all children and vulnerable adults **must be supervised** at all times in the garden area, so they do not fall or slip. For Health & Safety reasons, the garden areas **cannot** be used when dark or when the weather is bad.

### **12.11. Chalking & Wooden Steps**

There are two blackboards in the south side of the garden for the use of the Pre-School children only. These boards must be wiped clean after use. NO chalking is permitted on the wood, posts or furniture in the garden areas. If there has been any chalking found after a party/event, there may be an extra charge for caretaking costs. Please be aware that the wooden blocks in the garden are for sitting on only and must not be stood on or be used as stepping stones. Please do not move them around the garden, as this could cause injury. Children must be supervised at all times.

### **13. REMOVAL OF HIRER'S EQUIPMENT**

Any equipment brought into the Centre by the Hirer shall be removed at the end of the booking period. If this is not done, the Management Committee may, at their discretion, make a charge for the removal of the equipment and charge the cost to the Hirer. This also applies to party balloons.

### **14. SERVICES PROVIDED**

#### **14.1. Furniture**

Services provided include lighting, rectangular tables and seating. All rooms **must be left clean and tidy and furniture left as found**. The Management reserves the right to make additional deductions for caretaking services if the rooms you have used are not left clean and tidy and furniture returned to its original position. The hirer shall be responsible for the cost of making good or replacing any fabric, paint-work or equipment damaged, or lost in the course of use.

#### **14.2. Refreshments**

If refreshments are supplied, all cups and saucers must be washed up and put away in kitchenettes after use, and hot water flasks, and any other equipment, must be returned to the office or caretaker on duty.

All breakages must be paid for. If you require cold water for your party or event, we have a small kitchenette where you can fill up your containers or you can ask to borrow a water flask.

#### **14.3. Windows & Doors**

No exits may be blocked, nor additional chairs be placed in the corridors or aisles. No exit doors are to be held open. Please ensure windows and doors are firmly secured and closed when leaving.

#### **14.4. Electrical Items**

Only electrical items that have been agreed with the office may be plugged in. Only electrical items that have been PAT tested are permitted in the building. Plugging in your electrical devices, such as iPhones, iPads, laptops are strictly not permitted.

#### **14.5. Washrooms**

Washroom usage should be monitored for children's parties and children's activities, and taps turned off to prevent water wastage and flooding. Children must use the washrooms to change their clothes for dance classes. For Health & Safety reasons, changing in the corridors and café area is strictly not allowed.

### **15. PARTY OR EVENT BOOKINGS**

#### **15.1. Cash Liability Deposits**

A £50 Cash Liability Deposit is required for daytime bookings and a £100 Cash Liability Deposit is required for an evening party booking. This money must be paid at the same time as payment for room hire and return of your completed booking forms. The Cash Liability Deposit can be paid either in cash, directly to the office at the Centre or by Bacs transfer. The account details are on the booking form. Please keep the receipt for collection.

#### **15.2. Cash Liability Deposit Returns**

This will be returned to you after the party, when you collect it from the office, during office hours; weekdays between the hours of 9am - 4.30pm and Saturday 9am – 12pm. The Cash Liability Deposit will be held in the office for 1 month after your booking. Alternatively, at the time of your booking, leave your account name, sort code number and account number, for your deposit to be refunded into your account after your event.

### **15.3. Cash Liability Deposit Deductions**

Money will be deducted from the deposit, if there are any damages to the room/s or equipment, if the room/s has been left untidy, party balloons are left behind, more than 3 black plastic sacks are used for rubbish, if extra caretaking time is required, or if you have exceeded the time on your booking.

Management also reserves the right to make additional deductions if extra rooms, not originally included in your booking, are used.

### **15.4. Noise Control**

Hirers must be respectful to other hirers regarding noise in the building, neighbours and local residents.

If loud music is played in the Shakespeare Hall, the windows and doors must be closed and the air-conditioning unit to be switched on by the caretaker on duty. Please note, that the caretaker or office staff shall have the absolute discretion to request the noise level is adjusted, if they feel it is too noisy.

In the event of failure to comply with the regulations in any respect, the Management may terminate the booking.

### **15.5. Extra Rooms**

The Chaucer Room with kitchen facilities can be hired out for an extra fee, please ask for prices. The café area is available to hire for an extra charge. When the café is closed, the garden area is available to hire for an extra charge per session, if also booking the Shelley Room, café area or the Shakespeare Hall.

### **15.6. Furniture**

When tidying up, please note, all furniture must be returned to its usual place.

The furniture in the café area and garden must not be moved. This is a permanent set up. Only the blue plastic chairs are allowed to be used in the garden areas.

### **15.7. Optional Additional Furniture**

Rectangular tables and chairs are included in the hire price. Optional circular tables, and up to ten chairs per table, can be hired at £20 per table. This includes the hire of a linen table cloth.

### **15.8. Optional Additional Equipment**

Flip-chart stands, projectors, laptops, PA Systems, microphone and stands and spotlights can be hired out individually. Please speak to the office for more details.

### **15.9. Bouncy Castles**

We require a Public Liability Insurance from Bouncy Castle companies with all other party booking forms.

Bouncy castles are only permitted in the Shakespeare Hall. (No Inflatables or Bouncy castles are allowed in the garden areas). Please note, that there is a £5.00 surcharge for the use of **each** Bouncy Castle at The Heene.

### **15.10. Housekeeping**

The Caretaker will enter the hired room, at least 30 minutes prior to your exit time, with cleaning equipment and materials, including 3 black plastic sacks for rubbish. These should be left by the bins.

Any further rubbish should be taken away with you. You must remove and take away all decorations, balloons and any gas canisters used for balloons.

## **16. INTOXICATING LIQUORS**

No intoxicating liquors shall be sold on the premises. An alcohol licence must be obtained, if you wish to sell alcohol on the premises.

**17. CATERING**

Due to Health and Safety requirements, **NO HOT FOOD** should be brought onto, cooked or re-heated on the premises by the Hirers. Hot and cold food can possibly be provided by the Café by special arrangement.

**18. DISPOSAL OF RUBBISH**

All rubbish must be placed in black bags and disposed of in the correct rubbish bins.

Do not put food waste in the blue top recycled bins. Chewing gum is strictly prohibited and should be discarded properly prior to entering the building.

**19. MUSICAL AND PERFORMING RIGHTS LICENCES**

The Shakespeare Hall and other rooms are licensed for Music and Dancing. The Performing Rights fees for music will be assessed and charged on the booking. All other licences and the payment of any copyright fees are the responsibility of the Hirer.

**20. INSURANCE**

Hirers must have their own Public Liability Insurance. Copies of renewals should be sent to us promptly.

**21. CHARGES FOR ADMISSION**

Charge for admission shall be made only by voluntary organisations for the funds of that organisation or for a purpose approved by the Management.

**22. CLOSING OF CENTRE**

No lettings on Good Friday, Easter Monday, Christmas Day, Boxing Day, New Year's Day and all Bank Holidays. All lettings are to terminate by 10.00pm, (other than by special permission of the Management). Building to be clear by 10.00pm PROMPT, unless agreed by Management prior to your booking.

**23. SUB-LETTING**

Sub-letting is strictly forbidden.

**24. RIGHT OF ACCESS**

The Management shall have free access to all parts of the Centre at all times for the purpose of ensuring that the provisions of the regulation are being complied with. The Management shall have absolute discretion to refuse admission to any person to the Centre, and where any person already on the premises, who in the opinion of the Management is liable to cause a nuisance to others using the premises, to require him or her to leave the premises as soon as possible.

**25. ROOM EXCHANGE**

It may on certain occasions be necessary to move hirers and/or groups to a room other than the rooms booked. For example, to reduce noise or interference or to provide a room better suitable for both parties. We reserve the right to use our discretion in dealing with this matter. In these circumstances, if the hirer is not satisfied, they have the option to cancel without charge.



## **26. POWER TO REFUSE BOOKINGS**

In the event of failure to comply with the preceding regulations in any respect, the Management refuse further bookings. In the event of the rooms being used for a purpose other than that for which they were booked, the Management shall, at their absolute discretion, have the power to terminate proceedings.

## **27. DUE DILIGENCE**

It is the responsibility of you, the hirer and not our staff, to perform whatever due diligence you may require to ascertain the suitability of the room you may be hiring for your use.

## **28. THE OFFICE**

Providing there are staff available, the office will be open for the receipt of the correspondence, booking fees and enquires each weekday from 9am – 4.30pm and Saturday 9am – 12pm. At all other times, correspondence and fees should be left in the letterbox provided. All cheques should be made payable to **Heene Community Association**.

## **29. CODE OF CONDUCT**

Heene Community Association believes that any act of violence, threatening behaviour or abuse against office staff, caretaking staff or volunteers and other members is totally unacceptable and **will not** be tolerated. Whenever any such behaviour occurs, the Management will take reasonable and appropriate action. **When leaving the premises, please would you ensure that everyone is as quiet as possible, so as not to disturb the local residents, especially during the weekends and evenings.**

## **30. LOST PROPERTY**

The hirer accepts responsibility for the care of all goods, articles equipment or chattels placed, deposited, brought into or left upon the premises by the hirer or any person associated with the hirer and for insurance thereof; and Heene accepts no liability in respect of any loss, damage, theft or destruction, however caused, for such items.

## **31. LIVESTOCK**

**No animals** with the exception of Guide Dogs, are allowed in any part of the building or garden area, except with the prior permission of management.

## **32. LOSS OR DAMAGE**

The Heene shall not be liable for loss caused through any breakdown of machinery, failure of the supply of gas, electricity, leakage of water, fire, restricted by a civil authority, or act of god, which may cause The Heene to be closed. The Heene, its agents or its staff, paid or unpaid, shall not be vicariously liable for any acts or omissions by the hirer or persons associated with the hirer which may cause loss, damage or injury to lawful visitors to The Heene.

## **33. ADVERTISING**

The Heene does not permit advertising of events on its premises by flyposting and reserves the right to cancel events without liability should this ban be contravened. At our discretion, we will display posters and leaflets, supplied by you, advertising your event at Heene Community Centre. The Heene will accept

no responsibility for these posters or leaflets. Also, at our discretion, we may advertise your event on our website and Facebook page. Please ensure the information supplied is correct as Heene Community Association accepts no responsibility for any losses.

## **34. PARKING INSTRUCTIONS**

### **34.1. Car-park**

No hire of any space in Heene entitles the hirer to a space in The Heene's car park. The Centre Manager's and Duty Manager's parking spaces are reserved for the office staff only and must not be used. Do not park in the disabled bays unless you have a valid blue badge displayed on your windscreen. Only users of the Centre are permitted to park in the car-park if using the café or attending a class or event at the time. Users of the car-park do so at their own risk. The Management do not accept responsibility for damage, accident or loss.

### **34.2. Alternative Parking**

There is alternative parking in Winchester Road, where you can park for a maximum of two hours. Please note that St Michaels Road, Manor Road and Lansdowne Road have no parking restrictions.

### **34.3. Bicycles**

Bicycles must be parked in the designated cycle racks and must not obstruct the entrances, rubbish bins or fire exits. Bicycles are not permitted inside the building.

### **34.4. Pushchairs**

Pushchairs must be parked in the buggy park, located outside by the car-park and I.T.Suite. For Health & Safety reasons, pushchairs and prams must not be left in the corridors obstructing the fire exits. Buggy locks can be hired from the office and must be returned to the office afterwards.

### **34.5. Mobility Scooters**

Mobility scooters must be parked outside without obstructing the entrances or fire exits. These must not be plugged in at the Centre. For Health & Safety reasons, mobility scooters are only permitted in the café area if there is enough space without obstructing the fire exit and other doorways.

## **35. SUSPICIOUS ACTIVITY**

Please be extra vigilant in the Centre and report anything to the office or caretaker that you see as suspicious or untoward.