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TERMS & CONDITIONS FOR THE USE OF THE CENTRE

(REVISED 20/12/19)

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. REGULAR HIRERS

7.1.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.

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.

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.

7.2. Whilst we make every effort to consider hirers when taking standalone 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.

8. FIRE REGULATIONS

8.1. Regulations

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.

8.2. 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.

8.3. 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. **Fire doors must not be blocked** with pushchairs, furniture or other objects, as all passages must be kept clear from obstructions. 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.

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.

8.4. 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.

9. NO SMOKING

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

10. MIS-USE OR DAMAGE TO PROPERTY

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.

10.2. 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.

10.3. 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.

11. HEALTH & SAFETY

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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.

12. 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.

13. SERVICES PROVIDED

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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 not permitted.

13.5. 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 not allowed.

14. PARTY OR EVENT BOOKINGS

14.1. 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 must be paid **IN CASH** directly to the office at the Centre. Please keep the receipt for collection.

14.2. 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. If for any reason, you cannot collect your cash liability deposit from the office, there will be an admin charge of £8.50, to transfer your cash liability deposit into your bank account.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. INSURANCE

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

20. 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.

21. 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.

22. SUB-LETTING

Sub-letting is strictly forbidden.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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**.

28. 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.

Leaving the Premises

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.

29. 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.

30. 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.

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. ADVERTISING

At our discretion, we will display posters and leaflets, supplied by you, advertising your event at Heene Community Centre. We 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. 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.

33. PARKING INSTRUCTIONS

33.1. 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.

33.2. 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.

33.3. 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.

33.4. 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.

33.5. 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.

34. SUSPICIOUS ACTIVITY

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