

Bradley Community Centre

Terms and conditions of use

Equal opportunities

Users of the Community Centre must comply with the Equality Act 2010. They must ensure that the Community Centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

Applying to use the centre

Application for use of the Centre shall be made via the Bradley Community Centre website [bookings page](#). If long term repeat bookings are required, please use the bookings enquiry form at the bottom of the [bookings page](#).

The right to refuse any application for the use of Centre facilities is reserved to Bradley Community Association (BCA) Trustees.

BCA reserves the right to request such additional information as it deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing letting.

All arrangements for the use of Centre facilities are subject to BCA reserving the right to cancel bookings when the premises are required for use as a Polling Station, for decorating, for general maintenance, or are otherwise rendered unfit for the intended use.

Hours of opening

Facilities at the Community Centre are normally available for the use between the hours of 7am and 11pm. In exceptional cases, these hours may be extended on application to BCA.

Maximum capacity

This is the maximum capacity that the community centres can take if people are all standing therefore for each event the layout of the room and also the activity taking place must be taken into consideration. The capacities of the room will also be subject to BCA agreement and taking into consideration of any emergency measures that may be in place e.g. Central government guidance.

- Bradley Community Centre – 99 persons standing.

Safety requirements

All conditions attached to the granting of licences shall be strictly observed.

Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents.

In particular:

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.
- All groups are expected to co-operate in the fire drills which may be arranged at varying times in order to familiarise users with evacuation procedures (**details on the public notice board**).
- The Fire Assembly point is situated outside the community centre and clearly marked
- The emergency lighting supply must be kept turned on during the whole time the premises are occupied and must illuminate all exit signs and routes;
- Firefighting apparatus shall be kept in its proper place and only used for its intended purpose;
- The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to BCA.
- Permission for performances involving danger to the public shall not be given;
- Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, etc.) shall be erected;
- No additional heating appliances shall be used on the premises;
- The First Aid box shall be readily available to all users of the premises. It is located in the kitchen and must be returned after use. BCA must be informed of any accident or injury occurring on the premises and the accident book completed; (stored with the first aid box)
- All electrical equipment brought into the building shall comply with the Electrical Equipment (Safety) Regulations 2016 and any subsequent legislation.

Supervision

The hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent them from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where a large number of persons are attending the entertainment.

When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the firefighting equipment provided and the location of the Fire Assembly Point communicating this to all participants.

Safety of vulnerable people

Regulated activities involving either children or vulnerable adults will not be permitted on the premises except with the written agreement of BCA, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

All organisers of activities (involving children and/or vulnerable adults) should comply with the recommendations of Community Matters technical guidance on 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and BCA reserves the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned.

Supply of food and drink

Only persons who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises.

Intoxicating liquor

No intoxicating liquors are permitted to be bought, sold or stored on any part of the premises without the express permission in writing of BCA, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor.

Celebrations/Parties where alcohol will be consumed

It is not our policy to accept bookings for events and/or celebrations where the purpose of the occasion is for anyone under the age of 25 years.

Licences

Music in the centre

The premises are licensed with PRS for Music and with Phonographic Performance Ltd (PPL) for the playing of recorded copyright music and for the live performance of copyright music.

NB No booking shall be accepted for late night celebrations/parties which are deemed to be for persons under the age of 25yrs.

Television

The Community Centre does have a valid TV licence.

The Community Centre does not have a 'Motion Picture Licensing Company (MPLC)' and hirers cannot show motion pictures, cartoons etc. without first discussing with BCA.

Betting, gaming and lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or Committees responsible for functions held in the Centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

Temporary event notices (TENs)

BCA must be given at least four weeks' notice of any event that is using a TEN. BCA will then determine whether or not the event should take place and, if approved, the TEN should be submitted to [Teignbridge District Council](#) Licensing department by the hirer.

Storage

The permission of the BAC must be obtained before goods or equipment are left or stored at the Community Centre. Under the Fire Risk assessment guidance, it is likely these requests will be refused, unless it is for storage of items before an event the following day.

Loss of property

BCA cannot accept responsibility for damage to, or the loss or theft of, Centre users' property, possessions and effects.

Car parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Centre. Users of the Centre should avoid undue noise on arrival and departure, and wholly respect the residents of Mill Close.

BCA cannot accept responsibility for damage to, or the loss or theft of, Centre users' property and effects, theft of vehicles and possessions.

Nuisance

Litter shall not be left in or about the Centre premises.

Dogs are not permitted in the centre or its grounds, except in the case of trained guide dogs for the blind or bookings received and agreed by BCA for dog training.

Hirers and organisers of events in the Community Centre are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

Cleaning and security

All use of Centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises as directed. All users

shall also leave the premises and surroundings in a clean and tidy condition, as may be directed.

Any keys supplied to allow access must be returned to the secure external key storage box located to the left of the front door at the end of the hire period. Failure to return the key will incur a £25 charge.

Hiring

In consideration of the hire fee paid prior to the event, BCA agrees to permit the Hirer to use the premises for the purpose described and for the period requested. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

In addition to the hourly rate fee the Hirer shall pay a default charge of a minimum of £50 should any damage occur or complaints are received. Provided that no damage or loss has been caused to the premises and /or contents nor have any complaints been made to the Community Centre about noise or any other disturbance during the period of the hiring and as a result of the hiring, and that the building is left in a clean and tidy condition this charge will not be liable.

If alcohol will be available at your event in order for a bar to be provided a licence will be required obtainable through a private licence provider of your choice.

Alternatively, it will be necessary to obtain a Temporary Events Notice (TENs) at least 28 days before the event. Please contact BCA of details of how to proceed.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers. (See Maximum capacity figures)

In order to hold a licensable activity on the premises a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of BCA for this purpose before giving the licensing authority a TEN. Lack of co-operation could affect future use of the centre by BCA and other local voluntary organisations.

The Hirer agrees with BCA to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed by BCA which it deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between BCA and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Strictly NO SUB LETTING is allowed.

Standard conditions of hire

These standard conditions apply to all hiring of the premises. If the Hirer is in any doubt as to the meaning of the following, BCA should immediately be consulted.

Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- Supervision of the premises, the fabric and the contents;
- Care, safety from damage, however slight, or change of any sort;
- The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway.

As directed by BCA, 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.

Use of community centre

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Licensable activities

The Hirer shall ensure that they hold a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that BCA holds it.

Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment 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. The hirer shall also comply with BCA's health and safety policy.

The Hirer acknowledges that they have received information in the following matters:

The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;

- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of the booking taking place the hirer shall check the following items:

- That all fire exits are in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.
- There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity
- No use of deep fat frying equipment is allowed in the Centre.

Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and contact will be made with BCA on 07768 355544.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator.

Electrical appliance safety

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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

Insurance and indemnity

BCA holds public liability cover of £5million.

BCA has insurance cover as detailed to provide cover for Community, Charitable and any Not-for-Profit activities.

Use of BCA facilities for commercial activities requires that these hirers provide their own insurance cover.

The hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage there or the contents of the premises.
- All claims, losses and damages costs arising out of the use of the premises (including the storage of equipment) by the hirer made against or incurred by the Committee, employees, volunteers, agents or invitees.
- All claims, losses and damages and costs arising as a result of any nuisance caused to a third party as a result of the uses of the premises by the hirer.
- Indemnifying the BCA, its employees, volunteers, agents or invitees against any of the above

If the hirer is a commercial business (for example, keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of £5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.

Regular Commercial hirers requiring above shall be asked to confirm the existence of insurance as stated on an annual basis, Dec 31st is to be used as BCA insurance declaration date.

BCA shall take out adequate insurance to insure the liabilities described above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described above. The Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify BCA for items not covered by BCA insurance policy.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to BCA as soon as possible and complete the relevant section in the accident book. Any failure of equipment belonging to BCA or brought in by the Hirer must also be reported as soon as possible in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

As certain types of accidents or injury **MUST** be reported, assistance will be given when making out such a report should it be required.

Explosives and flammable substances

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used, in any part of the premises, and that;
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by BCA or for events that cover regular dog training. No animals whatsoever are to enter the kitchen at any time.

Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide BCA with a copy of their DBS Check and Child Protection Policy on request.

Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

Cancellation

If you have to cancel your event and we have to refund your booking fee, you must do so more than 72 hours in advance of your booking. There will be a 100% forfeit of booking fee if a booking is cancelled less than 72 hours.

BCA reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- BCA reasonably considering that:- such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;

- a civil contingency requiring use of the premises as a rest Centre for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- the premises being redecorated or maintenance being carried out that affects the capacity, safety or general use of the Centre.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but BCA shall not be liable to the Hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual position should be properly replaced otherwise BCA shall be at liberty to make an additional charge to be deducted from any surety held. An additional invoice will be issued if the amount claimed is in excess of the surety held. The hirer will be responsible for the securing of the premises following an event unless other arrangements have been made prior to the booking.

At no time must the premises be left unattended and unlocked. In the event that the person responsible (Hirer) for the lock up is absent, BCA should be telephoned to assist on 07768 355544.

Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Stored equipment

BCA accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

BCA

Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;

Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in BCA disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of BCA. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with BCA. Any unauthorised articles left on the premises will be disposed of by BCA as it thinks fit. The Hirer will make good to the satisfaction of BCA any damage caused by such installation and removal.

No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Opening and closing the community centre

All details of regular hirers responsible for keys shall be recorded on BCA Key Register

The Centre operates on a key entry system, whereby the key is located in a safety box outside of the Centre. The hirer will use this key to gain access to the Centre.

The building security is your responsibility as the hirer. All doors must be locked on exit and the key returned to the safety box outside the Centre.

Access to the key box will be given on invoice or up to 24 hours in advance of booking.

A representative (Trustee) of the Community Centre regularly checks bookings to ensure the hirer and occupants do not exceed booking times. In the event of this, an additional charge will be made to the hirer to cover the costs of service.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone 07768 355544 in case of difficulty.

Safety

Smoking on the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999. BCA must also be called on 07768 355544 as soon as possible and safe to do so. If the fire alarm sounds, BCA must be notified, on the number above, and a Trustee will be sent as soon as possible to the site.

The exact location of the fire exits and fire extinguishers must be noted before the Centre is occupied and the manner of opening Fire Doors should be made known to your guests.

A first aid box is located in the kitchen.

Power Circuits/Heating, two heaters are located in the main hall, these are gas powered. The heating controls are located on the heaters themselves, instructions for use are displayed above the heaters.

Heaters must always be kept off, when not in use. If you adjust individual heaters, please ensure they are turned off before exiting the Centre. Any heaters left on after hire will be charged back to the hirer at service rates.

Centre emergency

The Centre has no telephone so you are advised to bring a fully charged mobile telephone to use in case of emergency.

Car parking

The roads leading to the Centre are public roads and must not be obstructed.

Cars are not allowed to park on the grassed area, and any other gates or access roads should not be obstructed. Cars should be parked following any local parking restriction in place.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk outside is disturbing to local residents.

Please do not use drawing pins or adhesive tape on the walls or other surfaces. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy and put waste in the bin provided in the large storage cupboard at the back of the hall.

We require you to ensure tabletops are disinfected and wiped clean.

Faults/ Damage/ Comments – Please report as soon as possible to BAC any faults or damage so that they can be rectified quickly. Please email ManageBCA@gmail.com to report any issues.

Feedback

BCA welcomes comments or observations that you may have about your hire of the Centre. Please direct these to ManageBCA@gmail.com.