



Run by volunteers from the community – for the community

Thornton Community Centre, Market Street, Thornton, Bradford. BD13 3HW.

Email – thorntoncommunitycentre@gmail.com

Website – <https://www.thorntoncommunitycentre.org.uk/>

Facebook - @thorntoncommunitycentre

(Registered Charity - Thornton Village Community Centre / Charity number: 1184543)

LETTING POLICY APRIL 2021

The overriding principle for use of the Community Centre is summed up in the objective of the Charity:

To further or benefit the residents of Thornton, Bradford, West Yorkshire and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation, health and fitness, welfare and leisure time occupation with the objective of improving the conditions of life for the residents.

The Management committee will be responsible for the letting of facilities within the Centre.

There will be an annual review of the rates for use, and these will be published on the website/Facebook page.

Charge rates will be set at a reasonable rate, consistent with covering costs, providing a modest contribution to overheads and maintenance costs, plus a contribution to reflect the volunteer time freely given for the running of the Centre.

The centre will be open to a variety of users:

Community groups

Private users

Commercial organisations

In the light of this, and the desire to meet the needs of our Charity's objective and desire to help disadvantaged groups, the management committee has the discretion to waive or reduce charges.

All lettings decisions must be made by the Management committee and noted in the minutes.

Application for hire must be made on the booking form provided or by emailing the Centre, thorntoncommunitycentre@gmail.com

The person signing the Booking Form shall be known as "the Hirer" and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Lettings Policy.

The Hirer must be a responsible adult.

Terms and Conditions

General Rules Governing the Use of Thornton Community Centre

Use of Centre

Use of the Community Centre and its facilities is subject to the following rules and in the case of hirers, to the conditions incorporated in this Lettings policy and Booking Form .

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 on the booking form. This can be obtained by emailing thorntoncommunitycentre@gmail.com and on our website page.

The right to refuse any application for the use of Centre facilities is reserved to the Management Committee.

In any circumstance of doubt, the Centre Manager shall report the matter to the Chair and shall not confirm the letting without the agreement of the Chair following discussion with the Management Committee.

The Management Committee 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 the letting.

All arrangements for the use of Centre facilities are subject to the Committee reserving the right to cancel bookings when the premises are rendered unfit for the intended use.

Hours of opening

Facilities at the Community Centre are normally available for the use between the hours of 8 am and 10.00pm.

In exceptional cases, these hours may be extended on application to the Management Committee.

Maximum capacity

The Centre hall has a maximum capacity of 80 seated/dining /dancing and a standing capacity of 120 (these figures include helpers and performers) and on no account shall these figures be exceeded.

Safety requirements

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 exit .

All groups are expected to co-operate in the fire drills which may be arranged at varying times to familiarise users with evacuation procedures.

The Fire Assembly point is situated in the car park at the side of the main building.

The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Management Committee.

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 in the cupboard in the Hall way opposite the Main Kitchen and must be returned after use. The Chair 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 Electricity at Work Regulations 1989 and any subsequent legislation.

Supervision

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

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 the Management Committee, 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 Bradford Council's guidance on 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and the Management Committee 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.

Intoxicating liquor

No intoxicating liquors are permitted to be bought or sold on any part of the premises without the express permission in writing of the Management Committee, 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.

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.

Storage

The permission of the Management Committee must be obtained before goods or equipment are left or stored at the Community Centre, except that the Centre Manager is authorised to grant permission for the overnight storage of goods and equipment brought to the Centre for a particular function or event.

Loss of property

The Committee 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 to cause an obstruction at the entrance to, or exits from, the Centre. Limited parking accommodation is provided and available at both the front and side of the premises. Users of the Centre should avoid undue noise on arrival and departure.

The Committee 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.

Except in the case of trained guide dogs for the blind, dogs shall only be permitted on the Centre premises in connection with organised activities such as dog training or dog shows.

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 by the Centre volunteers. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed.

Hiring

In consideration of the hire fee paid prior to the event, the Committee agrees to permit the Hirer to use the premises for the purpose described and for the period requested. A non refundable deposit is to be paid at the time of booking. The balance to be paid a week by bank transfer before the booking date to also confirm the booking

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

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed by the Committee which is deemed necessary, shall form part of the terms of this Letting Policy unless specifically excluded by Policy in writing between the Committee and the Hirer.

None of the provisions of this Policy 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 Policy

Strictly NO SUB LETTING is allowed**STANDARD CONDITIONS OF HIRE**

These standard conditions apply to all hiring of the Committee's premises. If the Hirer is in any doubt as to the meaning of the following, the Management Committee or other relevant person 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.

NB As directed by the Committee, 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.

The Hirer will be sent an invoice re the costs to meet/go towards the cost of repairs, and/or damage or additional cleaning required following an event

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.

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 the Committee'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. (Include diagram of location when handing over keys).

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 unlocked and panic bolts 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

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 details thereof shall be given to the Chair of the Management Committee.

Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. 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 and freezer

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

The Committee holds public liability 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 because of any nuisance caused to a third party because of the uses of the premises by the hirer.

Indemnifying the Committee, its employees, volunteers, agents, or invitees against any of the above If the hirer is a commercial business, the hirer must produce their insurance certificate showing that they have current public liability insurance employer's liability insurance and if providing advice professional indemnity cover, 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 the Committees insurance declaration date.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Chair or, failing that, to a member of the Centre's Management Committee as soon as possible and complete the relevant section in the Committee's accident book. Any failure of equipment belonging to the Committee 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 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 the Committee. 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 the Committee 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.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.

The Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of: the Committee 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Committee 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 the Committee shall be at liberty to make an additional charge. An additional invoice will be sent in this instance. A representative of the Community Centre 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 unlikely event that the person responsible for the lock up fails to arrive, a member of the Committee should be telephoned to assist.

Centre Telephone

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

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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Stored equipment

The Committee 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.

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 the Committee. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Committee. Any unauthorised articles left on the premises will be disposed of by the Committee as it thinks fit. The Hirer will make good to the satisfaction of the Committee 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 the Community Centre Key Register

The Centre will be opened for your hiring by a representative of the Community Centre and will be closed for you at the time you have indicated

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.

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.

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 corridor outside the main kitchen

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to residents.

Please do not use drawing pins (other than on the notice board provided) or blutac / adhesive tape on the walls or other surfaces, as hooks are provided around the room should you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy and take waste home as we have no provision for its collection. We require you to ensure tabletops are disinfected and wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments – Please report as soon as possible to the Centre Manager any faults or damage so that they can be rectified quickly.

The Management Committee welcomes comments or observations that you may have about your hire of the Centre

Policy review : APRIL 2022