



Parish Council

Community Facilities Handbook

Updated March 2022

Includes Conditions of Hire Information & Guidance and Safety Instructions

Please contact the Booking Team on 01793 466499 where we will be pleased to provide any further help or assistance or visit us at:

Please Note:

Smoking is prohibited on our site

Alcohol is prohibited on this site

Bouncy Castles are prohibited on this site

Helium Balloons are prohibited on this site

Conditions of Hire

Covid-19 additions:

The Organisation has reasonably and responsibly taken all necessary steps to ensure the facility can safely remain open for its users following the Covid-19 global pandemic.

The Organisation confirms that the '5 Steps to working safely' (outlined by Central Government) have been implemented and that 'staying Covid-19 Secure is in place. There is clear signage displayed around the centre to reflect this.

The Organisation remains committed to ensuring the wellbeing of its users and has implemented an enhanced cleaning schedule, including the regular replenishment of hand soaps within washrooms and hand sanitisers that are prominently located around the facility.

The Hirer or Tenant agrees to adhere to all facilities guideline relating to covid-19 and acknowledges that they have been provided with a copy of the Facilities Risk Assessment & Hire Agreement.

The Hirer, Tenant or visitor takes full responsibility for their own actions and the actions of their group / party whilst using the facility and does not hold **The Organisation** liable for the misuse or disregard of the Terms / Conditions & Guidelines that are in place.

The Hirer, Tenant (or members of its group) or Visitors must not enter the facility if they are showing signs or displaying symptoms of Covid-19.

Room Occupancy

JMH:

Room	Normal Capacity	Covid – 2m Capacity	Covid – 1m Capacity
Main Hall	50	10	30
Meeting Room	30	6	18
Kitchenette	4	2	2
Library	20	5	12
Parish Office	2	1	1

The Reading Rooms:

Room	Normal Capacity	Covid – 2m Capacity	Covid – 1m Capacity
Main Room	25	6	14
Store Room	3	1	1
Kitchen	5	1	2
Kitchenette	4	1	1

1. Agreement

- a. The application for Hire, when completed and agreed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of John Moulton Hall or The Reading Rooms, 32 The Circle only.
- b. The Hirer shall make arrangements with the Booking Team in respect of any other matter not provided for in these conditions at least 10 working days before the date of hire.

Working days defined as:

Monday to Friday 9.00am to 4.00pm

These do not include bank holidays.

2. Interpretation

a. The 'Hirer' means the person hiring any of the Community Centre and shall include any person purporting to act on behalf of such Hirer. No person under the age of 18 years will be accepted as a Hirer.

b. The booking period means the period of time reserved for the hire.

3. Hire

a. The Parish Council may refuse any application for hire without giving a reason.

b. The Hirer shall not use the Centre or any part thereof for any purpose other than that stated in the application and for which the same is let.

c. The Hirer shall not sub-let or assign the Centre or part thereof.

d. The Hirer shall not use any other room other than that stated in the agreement form.

e. The Hirer shall not use the Centre or any part thereof outside of the time stated in the agreement.

4. Making a Booking

All bookings, confirmations, invoicing and payments are undertaken via Parish Office:

01793 466499

5. Payment

All bookings including block bookings must be paid in advance (14 working days) and payment must accompany all single applications of hire, using the on-line payment system at the above booking sites, over the phone using a credit/debit card, in person in the office. Payment can be made by cheque, cash, debit /credit card.

6. Acceptance and Invoicing of Booking

Once your booking request has been processed you will receive an invoice via the email address you have registered online. If your request is declined than you will receive an email explaining the reasons i.e. not available. Once payment is made you will receive a confirmation that the booking has been accepted, subject to the Hirer complying with these Conditions and any special conditions of hire.

7. Charges

a. Hire charges will be in accordance with the current charges as laid down by the Parish Council. The Council reserves the right to vary the hiring fees at any time before the event for which the facility has been hired, notwithstanding that payment of the fee has been made giving one month's notice at any time.

b. In exceptional circumstances a late booking may be accepted, less than 7 days before event taking place, at the Centre manager's discretion, after taking into consideration availability of staff cover and operational matters. A late booking fee of £20 may be added to the cost of the booking.

7. Refunds

These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund to individuals where the hire agreement is in the name of an organisation or club).

8. Cancellation

a. By the Parish Council.

The Council may terminate any Agreement for Hire at any time up to and including the date of hire if the Council become aware of any fact which would at face value not be in the interest of the Council to proceed with the hiring agreement or which might prejudice the Council's standing and responsibilities as a local authority. The Council also reserves the right to cancel any hiring in the event of the Council requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance where the use of the premises by the Council is essential for the Council to fulfil its functions and obligations as a local authority, and where the need for the Council to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application for Hire. In the event of such cancellation as much notice as possible of cancellation will be given by the Council to the Hirer but no minimum period is stipulated and the Council's liability to the hirer will be limited to a full refund of any deposit monies and any other payment made by the Hirer to the Council in respect of the hiring.

b. By the Hirer.

Bookings. There will be no charge for a cancellation of bookings.

9. Booked Period

This is the Period agreed prior to hirer between user and the Parish Council. Should the hirer wish to amend the booking period they must inform the Parish Council.

10. Breach of Contract

The Parish Council shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

11. Accidents - N.B. First Aid Kits are not provided

When any accident occurs please contact the Parish staff during office hours immediately or 01793 466499 if no one can be reached call 07494 689578 Accident/incident forms are available via the appropriate web site:

<https://book-online.uk/pinetrees/>

<https://www.book-online.co.uk/johnmoultonhall/>

12. Hirers Responsibilities

- a. The Hirer or the Organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to the booking Team before the date of the hiring, must be in attendance at the premises throughout the hire period.
- b. The Hirer will be responsible for supervision, safety, control stewarding, admission & removal of those attending the hiring and provide a sufficient number of suitably qualified persons to carry out these responsibilities.
- c. The Hirer will be responsible for ensuring the Community Centre's Fire Safety and Evacuation procedures, posted in each room, are brought to the attention of those attending their function or event.
- d. The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.
- e. The Hirer shall at the expiration of the period of hire, leave the facility in a tidy and orderly state and all rubbish must be placed into secure refuse/plastic bags and left in the reception area. The hirer must ensure that all nappies are taken off site for disposal where specific nappy bins are not provided. Where the non-compliance of this condition requires extra cleaning time an appropriate additional charge of £20.00 per hour may be made to the Hirer.
- f. The Hirer shall report any faults, damage, or lack of services e.g. water to the on-duty officer on 01793 466499 Monday to Friday or 07900782215 at weekends
- g. The Hirer shall report any dissatisfaction with the booking during any induction procedure or to the Booking Team within two working days to allow the concerns to be investigated.

13. Displays/Party Decorations

- a. Nothing is to be displayed or fixed in or on the Community Centre without prior permission.
- b. Helium balloons are strictly prohibited.
- c. Balloons using air are permitted. They may be affixed to any glossed wood surfaces with magic tape/easy peel that leaves no marks when removed.
- d. Blu-tack is strictly prohibited; however White-tack can be used under certain circumstances ask Centre Duty officer.
- e. Table decorations are permitted. Non-helium balloons may be tied with string or ribbon to tables and chairs.
- f. All decorations must be removed at the end of the hire period.

14. Music/Noise

Noise levels must be controlled so as not to cause annoyance to local residents or other Hirers. Any officer/servant of the Council responsible for the facility has authority to control the volume of sound caused by people, musical equipment or other noise making devices.

15. Children

- a. The Hirer shall ensure that children (under 16) are supervised at all times.
- b. The Hirer shall ensure no children enter the kitchen without prior agreement via the booking system, see 1b.
- c. Use of inflatable play equipment & ball games are not permitted.

16. Animals

Only assistance animals for those with a disability are allowed on the premises. The exception is for events that involve showing or demonstrations, however these animals must be caged and only removed from the cage if held for a specific demonstration or showing and are not allowed to move around the floor area.

17. Insurance and Risks

- a. Hirers shall indemnify the Council from and against any claim for damages, costs or expenses which may be made against the Council in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of the Community Facilities as a result of the hiring.
- b. The Hirer is responsible for the preservation of good order and shall fully compensate the Council for any damage to the premises or any damage to, or loss of, other property of the Council of whatsoever description arising out of, or incidental to the hiring.
- c. The Hirer is responsible for insuring their property and equipment against all usual risks.
- d. The Council does not accept responsibility for any clothing, or articles left by the Hirer, their guests, servants, agents or any member of the public or any property during the period of hire.
- e. Public Liability Insurance is only valid for the rooms booked during the booked period as stated on the application for hire agreement.

18. Health and Safety

- a. The Hirer is responsible for ensuring the maximum numbers for Covid restrictions of hire agreement are not exceeded.

b. Fire or appliances with naked flames are not permitted in or on any property subject to the Hire Agreement without the prior written consent of the Council. The Hirer will comply with all conditions attached to such consent.

c. No alterations or additions may be made to the lighting or power arrangements existing at the time of hire without the written consent of the Council. The Hirer will comply with all conditions attached to such consent.

d. The Hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.

e. All Hirers are required to be familiar with the emergency evacuation procedure for the building (see Evacuation Instructions Guidance and Information Notes) and provide evidence of regular drills when requested.

f. In the event of a fire alarm being raised the Hirer is responsible for ensuring safe and immediate evacuation.

g. No furniture or furnishings may be brought into the facility either temporarily or permanent without prior written permission. Permission will only be considered where current Fire Regulations can be met.

h. Electrical Appliances must not be brought into the facility by the Hirer or any person on the Hirers behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate. (PAT) Any items with a naked flame are prohibited within the building. Barbeques can be used outside only with the express permission of the Community Facilities Team subject to written appropriate risk assessments being provided.

i. Groups/Hirers will be required to comply with Health & Safety legislation.

19. Kitchens - N.B. No communal items will not be provided for use i.e. cutlery, crockery, trays etc.. These must be supplied by the hirer and removed from site after use.

a. Bookings on a Weekly/Single/Occasional basis - Hirers using the fridge must remove all foodstuffs at the end of their session.

b. Bookings on a daily basis - Hirers using the fridge must remove all foodstuffs at the end of the week and comply with appropriate hygiene standards.

20. Equipment/Storage

The Hirer shall not bring any equipment onto the premises without the prior permission of the Council. Where it is agreed in writing that the hirer may store goods or equipment at the Facility the Council does not accept responsibility or liability for any loss, damage or injury whatsoever arising from the storage of such goods or equipment subject to common law and any statutory rights for the time being in force. No items will be stored on site that can easily be transferred to and from the site easily for each period or hire.

21. Entertainment/Alcohol

Alcohol is not allowed on the premises, if alcohol is found on the premises the booking will be terminated, and you will be asked to leave.

a. If the Centre is not left in a clean and tidy condition at the end of the booking period, or if any damage is sustained to the Centre, an extra charge will be deducted from your bond to cover costs.

22. Parking - N.B. We do not guarantee availability.

Vehicles must be parked in designated bays where marked, where bays are not marked, vehicles must not prevent emergency vehicles accessing the site. Under no circumstances must vehicles be parked in disabled parking bays (unless a disabled permit is displayed) or areas that are clearly not suitable or intended to be used as parking bays. No blocking or parking bays or double parking is allowed. Where possible alternative parking will be displayed in the entrance or can be found on our website.

23. Broadcasting Rights

Broadcasting (sound/TV) filming or photographic rights cannot be exercised without prior written consent from the Council. No copyright music shall be performed/played on the premises without the application requesting this having been confirmed.

24. Live and Recorded Music

Where sound recordings (CDs, DVD's, tapes or records etc,) are played in 'public' the Hirer has the responsibility of ensuring that the appropriate licence fees are paid to Phonographic Performance Limited (PPL).

25. Access

All access restrictions and guidelines in place must be adhered too. The Hirer shall at all times permit full access to the Council's duly authorised officers and agents to enter or inspect the hired premises. Police Officers have the right of entry at all times.

26. Termination of Hire and Exclusion from Premises

a. If the Hirer shall refuse or omit to comply with any of the foregoing conditions or with any instruction conveyed to him/her by any officer/servant of the Council responsible for the facility on behalf of the Council, the Hirer and his/her servants may be excluded. Conduct during prior hiring's may result in future hiring's being denied, but without relieving them of their obligations under their contract with the Council.

b. The Council reserves the right to halt or terminate the hiring at any stage in an emergency, including over-crowding or breach of the peace.

27. Additional Charges

Will apply when:

A. Where the hirer has not left the facility in a tidy, orderly or to an appropriate level of cleanliness with rubbish bagged cleaning surcharges will apply at a minimum rate of £20 per hour or part hour per member of staff.

B. Where there has been any damage to the premises or damage to, or loss of, other property of the Council the hirer shall fully compensate the Council. Any additional charges will be deducted from any deposit paid and where charges are in excess of the deposit an invoice will be made for the remainder of the charges.

C. Where the Hirer is responsible for false activation of any alarm charges will be made to recover all costs incurred.

Notes:

Information and Guidance Constitution

If you require any assistance, please contact booking Team who can advise where assistance can be accessed.

Disabilities/Special Needs/Diversity

Please contact Booking Team with any requests.

Charge Band Policies & Criteria

Full details of our charges for Community Facilities are available upon request from Community Facilities Team or from the following websites:

<https://www.book-online.co.uk/pinetrees/>

<https://www.book-online.co.uk/johnmoultonhall/>

Mail / Post

Use of the Community Centres as a mailing address is prohibited for non-tenants. All mail will be returned to sender. Failure to stop mail being delivered to Community Centres will result in any future bookings being cancelled and any new bookings being declined.

Community Centres Managed by the Community or other Groups

The Community Facilities team are unable to assist with availability details for these venues as they are managed by voluntary management committees not Swindon Borough Council please see details under web-site Links for non-Council Community Centres or contact the Council's Community Facilities Officer, the Community Facilities team will be able to provide a contact number.

Children/Young People and Vulnerable Adults

The Council has a responsibility to protect the community using its facilities and in the present case it does so by imposing a contractual provision on the hirer. By agreeing the contract, the relevant Hirer under (b) and (c) of the Booking Application for Community Facilities, agrees to comply with the Disclosure and Barring Service (DBS) standards which would be undertaken by consent of the prospective employees/volunteers. A failure of a relevant hirer to observe this condition would result in an immediate withdrawal of the use of the facilities.

Disclosure and Barring Service (DBS)

Voluntary Action Swindon can facilitate DBS checks for voluntary organisations that have adults working with children, young people or vulnerable adults. They can be contacted by telephoning 01793 538398 or emailing to: info@vas-swindon.org. Details of umbrella bodies (a registered body that gives access to DBS checks) can be found on the DBS website <https://www.gov.uk/disclosure-barring-service-check>.

Events Extensions to normal Hiring times

We do not grant extensions outside of normal opening hours

Licences Guidance

PRS - is a fee collected on behalf of the Performing Rights Society that issues licences and distributes the licence fees to composers and music publishers. It applies to any event where music is played* other than where the music is incidental (background), or it is a Private function such as a family party where all guests are invited. Where these fees are due, we collect and pay the fees direct to the PRS as we have a responsibility for ensuring that events in our building are licensed.

* Played includes videos, tapes, DVDs, Karaoke etc.

PPL - Phonographic Performance Limited issue licences and distribute the licence fees to record companies, recording artists and musicians. A licence for PPL is required when you play sound recordings such as CD's, tapes and records, subject to their control in 'public'. Public is determined as any event except a family or domestic gathering. The responsibility for obtaining the necessary licences is with the hirer, not Swindon Borough Council. If you require further information, please contact PPL on 020 7534 1000 or visit www.ppluk.com.

Public Holidays

We do not open on Bank Holidays.

Additional

1. The facility is returned in an acceptable condition, mirroring that of how it was provided. It must be clean, tidy and have no excessive damage above that of 'fair wear & tear'.
2. Bins are provided at both Community Centre for use. However, all personal items & belonging (including rubbish) must be collected and removed from the facility at the end of the function.
3. The building, grounds and car park must be vacated at the end of your allotted time, keeping noise to an acceptable level, being mindful of neighbouring properties and other users as you leave.

I (Hirer) agree to the above Terms and Conditions relating to my booking on (date), I agree my party will be finished, the hall cleaned and all rubbish removed by(time).

I am aware that failure to abide by these Terms & Conditions may result in losing part or all my bond.

Signed (Hirer)