



Velmore Community Association
Velmore Centre
Falkland Road
Chandler's Ford
Hampshire
SO53 3GY

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General Rules and Conditions Governing the Use of Velmore Community Centre (including Belmont Hall)

1. Use of centre

Use of the community centre (including Belmont Hall) and its facilities is subject to the following rules and conditions. These standard conditions apply to all hiring of the Association's premises. The hirer agrees to ensure that the following rules and conditions are adhered to throughout the term of the hire. If the Hirer is in any doubt as to the meaning of any of the following, the manager or other relevant person should immediately be consulted.

The Hirer shall not use the premises for any purpose other than that described in the Booking 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.

2. 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.

3. Applying to use the centre

- (a) Application for use of the centre shall be made to the Bookings Assistant or Centre Manager.
- (b) The hirer shall pay as deposit at least 25% of the cost of the booking at the time of the booking. The deposit shall normally only be refunded to the Hirer in the event of the Velmore Community Association (hereafter the Association) cancelling the booking as laid out below. The hirer shall pay the balance of the fees due 15 Days before the date of the booking.



Working in Partnership with



- (c) The Hirer may cancel the booking at any time. Upon such cancellation the Hirer shall be liable to the Association as follows:
- If the cancellation is more than fifteen days before the date of the booking, loss of deposit.
 - If the cancellation is less than fifteen days before the date of the booking, the full balance of the hire charges.
- (d) If the hirer has to change the date of the booking, the manager shall use discretion if the deposit is carried to the new date.
- (e) The right to refuse any application for the use of centre facilities is reserved to the Management Committee or the Centre Manager, provided that the Centre Manager reports his/her action to the next meeting of the Management Committee. The Management Committee may refuse an application to use the center's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Association's beneficiaries or supporters. In any circumstance of doubt, the Manager shall report the matter to the Chairman and shall not confirm the letting without their agreement.
- (f) The Association reserves the right to cancel bookings
- In the event of a breach or an anticipated breach of any conditions or rules of hire.
 - In the event that the *purpose* of the hire does not meet the principles of management of the centre.
 - If the sum payable is not paid by the Hirer by the date upon which it is due.
 - In the event of the premises being rendered unfit for their intended purpose.
 - In the event that the accommodation booked is required for the purposes of a Parliamentary, County Council or District Council Election.
 - In the rare event that Velmore Church has to perform a service at short notice.
- (g) Sections and affiliated groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association except as provided for in (c) above.

4. Hours of Opening

Facilities of the Velmore Centre are normally available for hire between the hours of:

09.00 am and 21.00 pm	Monday to Friday
09.00 am and 22.00 pm	Saturday

The Centre is unavailable for hire on Sundays.

Bookings outside of these hours may also be available at the discretion of the Centre Manager and the Velmore Community Association Management Committee.

5. Room Capacity

The facilities of the Velmore centre have the following capacities. These figures include helpers and performers and on no account shall these figures be exceeded.

ROOM	Maximum Capacity Seated	Maximum Capacity Standing
Cornwall Room	35	
Devon Room	30	
Cornwall & Devon combined	65	
Kent Hall	150	180
Suffolk Room	8	
Somerset Room	25	
Community Café area		

6. Opening and Closing the Community Centre

The Centre will be opened prior to your hiring and will be closed for you at the time you have indicated unless you have been allocated key holding responsibilities (in which case you will be subject to further instruction with regards to health and safety and alarms).

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 the start and must leave the premises by the end of the hire period.

Guests are expected to vacate the premises within ten minutes of the end of a licensed period. Unless alternative arrangements have been agreed and confirmed in writing on behalf of the Association, (e.g. in special circumstances such as New Year's Eve) only those helping to clear up the Centre should be on the premises at the end of the evening hire period or after ten pm, whichever is the earlier. Failure to comply with this will result in forfeiture of your deposit.

The hirer shall ensure that all entertainment finishes by the time specified in the booking agreement and that all persons and entertainers at the function vacate the premises within 30 Minutes of that time. Any period in excess of fifteen minutes will be charged at the standard rate x 3.

7. Centre Telephone

The Centre has telephones for public use located in the staff Kitchen at the rear of the building and the café area. However, these are for emergency use only.

8. No Rights

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

9. Equal Opportunities

The Velmore Centre and Belmont Hall shall open to all members of the community without distinction of disability, sex, sexual orientation, race or of political, religious or other opinions.

The Association will ensure that people from all sections of the local community are welcome at these venues and it will seek to recognise the diversity of the local community in conducting all its affairs. It will aim to ensure that usage of the venues is, as far as possible, broadly reflective of the population of the area it seeks to serve.

10. Supervision

The hirer or person in charge of the 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. The person in charge shall not be engaged in any duties which prevent them from exercising general supervision.

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

- (i) supervision of the premises, the fabric and the contents;
- (ii) their care, safety from damage, however slight, or change of any sort; and
- (iii) 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.

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 under 18 years of age, when on duty. If deemed necessary the hirer may have to pay for independent fully trained and registered door security staff.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar of the premises and the fire fighting equipment available and emergency exits.

11. 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 Association's health and safety policy.

- a) The Hirer acknowledges that they have received instruction in the following:
 - i) The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
 - ii) The location and use of fire equipment. Please see diagrams throughout the centre
 - iii) Escape routes and the need to keep them clear;
 - iv) Method of operation of escape door fastenings;
 - v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

- b) In advance of an entertainment or play the Hirer shall check the following:
- i) That all fire exits are unlocked and panic bolts in good working order;
 - ii) That all escape routes are free of obstruction and can be safely used;
 - iii) That any fire doors are not wedged open;
 - iv) That exit signs are illuminated;
 - v) That there is no obvious fire hazard on the premises.

12. Safety Requirements

All conditions in relation to use of the Centre's licences shall be strictly observed. Hirers shall do nothing that will endanger the users of the building and the policies of insurance relating to it and to its contents.

In particular:

- Obstructions must not be placed in front of emergency exits, doorways and corridors, which must be clear for access and emergency clearance of the building.
- Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- The fire brigade shall be called to any outbreak of fire by, however slight by dialing 999 and details of the occurrence shall be given to the Centre Manager. The fire alarm panel is located opposite the Centre Manager's office. Should the premises need evacuating this shall be done in an orderly manner using the appropriate exits.
- Performances that are deemed dangerous 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 combustible decorations (e.g. polyester, cotton etc.) shall be erected without the consent of the Centre Manager.
- No unauthorized heating appliances shall be used on the premises.
- The First Aid box shall be readily available to all users of Velmore Centre. It is located in the Reception Office. The Centre Manager shall be informed of any accident or injury occurring on the premises and incidents should be reported in the accident book.
- All electrical equipment brought into the building shall be PAT tested. VCA Board disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply.
- Any failure of Velmore Community Association equipment must also be reported to the Centre Manager at the earliest convenience.
- The hirer shall ensure that appropriate CRB checks and relevant qualifications are obtained as needed to deliver the planned activity and copies are issued to the centre manager and will be held on file.

13. Licensable Activities

The hirer is responsible for obtaining any license necessary in connection with the booking, other than those already held by the Velmore Community Association.

(a) Supply of Food and Drink

Only persons who have satisfactorily undertaken relevant training and who satisfy the requirements of current legislation will be allowed to prepare and serve food on the premises. Such persons shall at all times observe the code of conduct displayed in the kitchen. The Association does allow food prepared off site to be served, however, this is strictly at the hirers risk.

(b) Intoxicating Liquor

No intoxicating liquors are permitted to be brought, sold or consumed on any part of the premises without the express permission of the Centre Manager or VCA. Events where Intoxication liquor may be consumed must be discussed at the time of booking as the hirer will be responsible for organising this and ensuring all relevant licenses etc. are in place.

(c) 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 person or organisation responsible for functions held in the Velmore Centre premises shall ensure the requirements of the relevant legislation are strictly observed.

(d) Stage Plays

Due to an application of the appropriate licence needed the Centre Manager will need to obtain this at the cost of the hirer with at least two months notice prior to the production being performed.

(e) Recorded Music Licence

It is the responsibility of the hirer who uses recorded music in its activities to check if they require a licence from Phonographic Performances Ltd (PPL). If so, a license should be applied for.

14. 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.

15. Storage

Storage of goods and equipment is currently at a premium. Due to this, storage of goods and equipment will be strictly at the discretion of the Velmore Community Association. The Association 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.

The Association may use its discretion in any of the following circumstances:

- (a) 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;
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

This may result in the Association 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.

16. Loss of property

The Association cannot accept responsibility for damage to, or the loss or theft of Velmore Centre user's property and effects.

17. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from Velmore Centre. Where street parking has to be used drivers need to be aware of not causing obstruction to resident's driveways or cause an obstruction that limits use of the road adjacent to Velmore Centre.

Centre users are respectfully requested to avoid undue noise on arrival and departure.

18. Nuisance

- Except in the case of trained assistance dogs, dogs are not allowed on the premises.
- Hirers and organiser's of events in the Velmore Centre are responsible for ensuring that the noise level of their functions do not interfere with other activities within the building and not to cause inconvenience for the occupiers or nearby houses or properties.
- Noise outside of the building must be kept to a minimum after 10pm.
- 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.

19. Insurance and indemnity

- (a) The Hirer shall be liable for:
 - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage or the contents of the premises;
 - (ii) all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer;

- (iii) all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.
- (b) The Association shall take out adequate insurance¹ to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

The Association is insured against any claims arising out of its own negligence.

20. Cleaning and Security

- All users of Velmore Centre and facilities are subject to the users or hirers 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 Manager.
- All users shall also leave the premises and surrounds in a clean and tidy condition, as directed by the Centre Manager.
- Where the premises have been damaged or left dirty, any costs incurred shall be recovered from the hirer.
- All rubbish to be taken off site at the end of the event. With prior permission, regular hirers may dispose of recyclable refuse (such as card, plastics and cans) in the Centre's own outside bins. The correct bins must be used as directed by Centre staff.



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I hereby agree that I have read and understood and agree to abide by these rules and conditions governing the use of the Velmore Centre and Belmont hall and agree to ensure that any additional person(s) related to this hire has also read and understood these conditions.

Name:	
Organisation:	
Address:	
Tel. Number:	
Signature:	
Date:	

Office use only

Date received:
