



new park centre

## Standard Conditions of Hire at New Park Centre.

Please read the information below carefully, to ensure that you understand the terms and conditions of your agreement with New Park Community & Arts Association (The Association). Please make sure that you sign/date and return a copy of the back page.

This policy has been written to reflect the ethos of New Park Centre (NPC), in that we would like you to enjoy using the centre and its resources and respond by treating our facilities with appropriate care and respect.

### Bookings:

1. Bookings may be made in person at the main office, by email to [operations@newparkcentre.org.uk](mailto:operations@newparkcentre.org.uk) or by telephone on 01243 536840.
2. The booking should be confirmed in writing to NPC staff.
3. All hirers must give details of the approximate numbers attending when arranging the booking. If there is an increase in the numbers attending, it is the responsibility of the hirer to inform The Association. It will be at the discretion of The Association whether the booking can still go ahead. Failure to inform The Association of any increase could result in the booking being cancelled on the day, if numbers exceed those permitted by fire regulations. In this circumstance, no refund will be given.
4. The Association may agree to make temporary, provisional booking to hold a date/time.
5. Confirmation of booking is on receipt of deposit/payment as appropriate and receipt of all booking details.

### Information:

The hirer shall provide any information that is available in relation to the booking. NPC staff retain the right to refuse a booking, after a fully informed assessment of the purpose of the booking.

### Data Protection:

The Association complies with the General Data Protection Regulations 2018, and we are committed to the security and protection of your personal data. We will hold your group details and contact information on our database and add you to our e mail contact list to receive NPC information and updates. We will keep this for 1-year after your hire agreement ends. We will ask your permission to share your contact information with people making enquiries about activities at NPC. We will not pass your personal data onto any other third party other than someone who is interested in activities and events taking place at NPC or unless required to do so by law.

We will contact you regularly to see if the details we hold about you are still correct and to check that you are happy for us to keep your information on our database. If you would like your personal information removed from the database at any time, please let us know.

### COVID-19

Both parties acknowledge that the continuing Covid-19 pandemic may impact the activities that are permitted to take place at NPC and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement.

The Hirer shall always comply with all relevant law and government Covid-19 guidance including observing the control measures in place at NPC and will be responsible for

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## new park centre

ensuring persons attending their activity or event comply with all Covid-19 controls while entering and occupying the Hall.

Examples of Covid-19 controls may include one or more of the following:

- i) Impose maximum occupancy numbers.
- ii) Limit food or drink availability or access to kitchen areas or changing rooms.
- iii) Require enhanced cleaning including wiping contact points and use of the hand sanitisers provided.
- iv) Require wearing of face coverings indoors (unless exempt for medical reasons).
- v) Limit any planned entertainment for the Hirer's event or activity
- vi) Designate alternative entrance and exit routes

In some circumstances, The Association might consider revising the booking fee.

The Association will aim to provide a Covid-19 secure premises in line with Government regulations and guidance. If we are obliged to close the premises, we may offer the Hirer an alternative date for an event or activity but if that cannot be agreed, the booking will be deemed cancelled and any deposit will be returned in full with no further payment required.

The Association will monitor Government guidance and may review and vary the terms of this clause at any time without prior notice to the Hirer as necessary in accordance with changes to relevant law and guidance

The Association may cancel this agreement and applicable bookings forthwith if at any point the Hirer does not comply with this clause and the Hirer shall forthwith vacate the Hall.

### **Payments & Deposits:**

#### **One-off Bookings**

A deposit, as follows is required to secure any one off booking;-

2 months or more before	= 10% or £20.00 whichever is greater.
2 months to 1 month before	= 50% or £20.00 whichever is greater
1 month or less before	= 100%

Events and special occasions may have an addition damage deposit payable at the time of booking. Monies will be reimbursed after the event assuming that no damage has been reported and the balance of the room booking fee has been received.

#### **Multi-event bookings**

Unless otherwise agreed by NPC staff, for all regular bookings, payment of the months booking fees will be required within 28 days from invoicing.

Payment may be by BACS, cheque or cash by arrangement. Please make cheques payable to New Park Community & Arts Association (NPCAA) and put your booking reference (group number and invoice number) on the back.

#### **Pricing:**

The Association reserves the right to increase hire charges in line with our pricing policy, which is subject to annual review.

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## new park centre

### **Cancellation Fees:**

Should you need to cancel your booking with us, please let us know as soon as possible. Cancellation fees apply as follows:

**Over 20 days 'notice: = No cancellation fee**

**5-20 days 'notice: = 50% of the room fees forfeited**

**1-5 days 'notice: = Full room fees forfeited**

### **Sub-letting and unlawful use:**

Sub-letting or Under-letting is prohibited. Hirers must be present throughout all their bookings. Hirers must not delegate responsibility for being present at any booking to a third party without prior consent of The Association.

Hirers must not use the premises for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

### **Booking Extents:**

You should only use the rooms agreed at the time of booking. Hirers are not permitted to make use of any other bookable space without prior permission. **Please ensure that your booking time includes any set-up and tidying-up time.** A charge may be incurred if the Hirers accesses the booked space outside of time requested on the booking form.

### **Numbers Attending:**

Attendees at the booking must not exceed the maximum room capacity. The Hirer may be required to provide information on attendees for monitoring purposes.

### **Supervision:**

The Hirer shall, during the period of hiring, be responsible for supervision of the hired premises, protection of the fabric and contents, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of exits from the building and the car park.

### **Furniture and Fittings:**

Tables and chairs will be available as requested at the time of booking. Hirers are responsible for laying out the room within the booked time. Items of furniture and any equipment must be dismantled and returned to the original position, and the room vacated by all persons at the finish-time booked. The Hirer shall not, without the prior written consent of The Association, introduce additional furniture to the Premises.

**Exits, fire exits or fire equipment must not be blocked at any time.**

### **Keeping Equipment Overnight:**

Permission to leave your property in-situ overnight is entirely at the discretion of the NPC staff. Anything left on the premises is at Hirer's own risk.

### **Storage:**

Hirers are not permitted to store any equipment or other effects without permission of The Association. Storage units are available to hire for a fee of £10.00 per calendar month for sole use and £5.00 for shared use. Any items left at NPC are at the Hirer's own risk. Please contact the Operations Manager for further details.

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## new park centre

### Housekeeping:

Hirers should always leave rooms clean and tidy:

- All items belonging to the Hirer or their group must be removed.
- Rubbish should be bagged-up and disposed of appropriately.
- Should food and drink be consumed, all washing-up must be done.
- The floor should be brushed, and any spillages wiped up.
- Tables should be wiped before folding and placing in their original position.
- Chairs should be stacked (no more than 5 high) in their original position.
- Please unplug electrical appliances, turn off lights, heaters and close windows.

Hirers undertaking art and craft activities are required to cover the tables with the oil cloths provided to prevent paint, adhesive marks. Spillages should be cleared immediately.

Floor cleaning equipment is located in each room. Cleaning fluids are available in Jubilee Kitchen, behind the bar and in the Dressing Room. Please inform NPC staff if supplies are running low or if suitable cleaning equipment/materials are not available.

### Footwear:

The Hirer shall ensure that no dancing takes place in boots or shoes (particularly of the 'stiletto' type) likely to damage the floors and that no footwear is worn on the mats in the Dojo Halls.

### Food and Drink:

No alcohol should be sold or consumed on the premises unless prior agreement is given by the The Association. The Hirer should, on making the booking inform NPC staff of requirements as to the provision of facilities for refreshments, drinks etc. and shall be responsible for any extra charges incurred.

External caterers must have Public Liability Insurance. No children are allowed into the kitchen alone under any circumstances. The kitchen facilities are for making refreshments and warming up food. They are not for cooking. Use of kitchen facilities and kitchenware is only with prior consent of The Association. **The use of toasters, sandwich makers and deep fat fryers on the premises is strictly prohibited.**

### Café-bar Area:

The café bar seating area is available for all to use and can also be hired for special occasions. If you would like the café-bar to be opened before or after your booking, please contact NPC staff.

### Animals

The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the premises, other than for a special, organised event agreed by The Association. Although not legally required, as New Park Centre is a public place, we ask for owners to fit a harness or jacket, so that their dog is easily recognisable as a trained, assistance dog needed as a support aid. For the same reasons, we ask owners to carry an ID book giving information about training, any registration with an assistance dog organisation and vaccination status.

**No animals whatsoever are to enter the kitchen areas at any time.**

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## new park centre

### **Posters and Publicity:**

The Hirer shall not fix or display any decoration, posters, boards or advertisements on the inside or outside of the Centre without prior consent of The Association.

### **Damage to Centre:**

The use of nails, Blu Tac or any other adhesive is prohibited on any painted surfaces at New Park Centre. White Tac or similar may be used with permission. You will be held responsible for any damage incurred as a result of fixing anything to the walls. Any breakages/damage to the property of The Association must be paid for in full by the hirer.

### **Security:**

Hirers are responsible for making sure the doors and windows to the space they are hiring are closed and left locked (where appropriate) at the end of their sessions. In some situations, Hirers may be provided with a key to lock up the building after use. All keys must be signed for and key holders should ensure that they abide by the relevant 'locking up' procedures. A 'lock up' check list is available.

### **Health and Safety:**

Hirers must read and abide by the Health and Safety Regulations in operation at NPC and make themselves and their group familiar with the fire and emergency procedures in operation.

### **Accidents & Personal Injury:**

The Association will not be held responsible for any damage or loss of goods, property, or equipment or for personal injury (except in the case of negligence by the Centre) on the premises, howsoever caused. The Hirer shall indemnify The Association and representatives against any claims, which may be made in respect thereof.

Any accident must be reported to NPC staff as soon as possible after its occurrence and recorded in the Accident Book, which is available at the NPC office.

### **First Aid:**

The Hirer shall be responsible for assessing the need for first aid cover for their participants and where identified, should ensure that they have adequate training to provide first aid treatment.

First aid kits are supplied for general use at the following locations;-

- In the NPC office
- Behind café bar
- In the box office
- In Jubilee kitchen

*\*\* Please notify NPC staff of missing items or low supplies.*

Running water can be found at the following locations

- Jubilee kitchen
- Behind café bar
- Staff room/kitchen
- Dressing room

### **Risk Assessment:**

The hirer should carry out their own Risk Assessment of their activity and have the relevant and necessary checks and policies in place to identify any hazard and reduce any risks associated with their activity.

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## new park centre

### **Insurance:**

The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him/his organisation whilst at NPC (The Association is insured against any claims arising out of its own negligence). The Hirer shall also indemnify The Association for the cost or repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during or as a result of a booking.

### **Regulations:**

The Hirer is responsible for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 2, the Local Authority or otherwise. The bar closes at 11pm with 30 minutes drinking up time. No alcohol can be served to under 18s & the Hirer shall co-operate with the bar staff at all times. The Hirer shall be responsible for obtaining any additional licences necessary in connection with the booking where appropriate other than those already held by The Association.

### **Fire:**

The Association does not permit smoking in any building. **The use of candles or any other naked flame is prohibited.** BBQ events are only permitted by prior authority from The Association management.

### **Use of Portable heaters or lamps are prohibited.**

The Hirer shall act as fire marshal for his/her activity and observe the fire procedures displayed in the rooms. A register of participants should be kept and taken out by the fire marshal in the event of an evacuation, so that fire officers can ascertain any persons still inside rooms.

### **Electrical Equipment:**

No electrical apparatus may be brought on to the premises without the consent of The Association, who must be satisfied that the equipment has been checked for safety. **Any electrical equipment approved for use at the Centre must have a valid PAT (Portable Appliance Testing) certificate dated within one year.** Any equipment without a valid certificate may not be used.

### **Personal Property:**

The Association accepts no responsibility for damage to or loss of personal property while on the Premises. Lost or found items are retained at the NPC office for 3 months.

### **Sale of Goods:**

If selling goods within NPC premises or its environs, Hirers must comply with Fair Trading Laws and any local code of practice issued 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 the Manufacturer's Recommended Retail Prices.

### **Music and performance:**

Any live or recorded music on the premises must be approved in advance by The Association who hold the appropriate licences. All music must end at 11pm.

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 : [operations@newparkcentre.org.uk](mailto:operations@newparkcentre.org.uk)

 : 01243 536 840

 : [www.newparkcentre.org.uk](http://www.newparkcentre.org.uk)



# new park centre

**Noise:**

Any music or other noise must not constitute a nuisance to the surrounding area and/or other facility users. Where possible, we will try to arrange bookings to avoid noise disturbance. If we consider any noise above acceptable levels we will request it to be turned down or switched off. Hirers should be particularly considerate of the neighbours with regard to noise when leaving the premises late at night.

**Safeguarding:**

Where events are for children or vulnerable adults or where children or vulnerable adults are attending, the Hirer must ensure regulations for their safety are observed. It is the Hirer's responsibility to ensure NPC staff are aware of activities involving children or vulnerable adults and to have in place the relevant safeguarding and necessary DBS checks in respect of child and vulnerable adult protection. Children must be supervised at all times.

**Emergency Repair or Maintenance/ Other emergencies:**

The Association reserves the right to, at any time, cancel room bookings without prior notice should any repair, structural or otherwise, be required. Should this occur, the Hirer will be offered another room, when one is available, an alternative date or a refund of fees. No other compensations will be paid. At such times, The Association will always try where possible to plan for such works giving the customer adequate notice.

**Cancellation by The Association:**

The Association may cancel any booking under the following circumstances:

1. If NPC or any part of it is closed due to circumstances out of their control.
2. If any booking at any point has been made in a false name or for a third party, or for a purpose different from that detailed on the booking form.
3. If the Hirer is more than 56 days in arrears with any payment.
4. To avoid any breach of these conditions.
5. If it might prejudice the reputation of, or cause damage, to The Association.

The Association reserves the right to refuse any booking application without the need to specify reasons and to impose special conditions to any bookings as necessary. The Association reserves the right to cancel any booking without compensation if there is any breach of these Terms and Conditions.

*Reviewed – Sept. 2022*

NB: If you are in any doubt as to the meaning of the conditions, please consult NPC staff immediately.

**Signed:** (Hirer): \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** *(Please Print)* \_\_\_\_\_

**Signed** (Staff): \_\_\_\_\_ **Date:** \_\_\_\_\_

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