

## **General Rules and Hiring Conditions Governing the use of facilities at The Chantry, 52 Castle Street, Thornbury, BS35 2HB.**

The Chantry is a Community and Arts Centre which is managed by Thornbury and District Community Association (TDCA), registered charity number 301639. The management of the Community and Arts Centre is vested in The Council of TDCA, whose powers and composition are defined in the constitution, a copy of which may be obtained from The Chantry office.

These Rules and Hiring conditions may be changed at any time by the Council as prescribed in the constitution.

### **1. Use of The Chantry**

Use of The Chantry and its facilities is subject to the following rules and hiring conditions:

### **2. Equal opportunities**

The Chantry is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

### **3. Hours of opening**

Facilities at The Chantry are normally available for use between the hours of 08:00 and 21.30 every day. In exceptional cases, these hours may be extended on application to TDCA.

The Chantry office is generally open between 09:15 to 12:30 each weekday morning, these hours are reduced in School Holiday periods.

### **4. Applying to use the facilities**

1. Application for hire of rooms or the grounds can be made to The Chantry office. To be valid, all bookings must be made on the appropriate booking form either paper or online. Times of hire must include allowance for the setting up of the room for the Hirers specific requirements and post hire clearance and tidying of the room or space hired.
2. The Hirer must be at least 18 years of age and accepts responsibility for being in charge of and on the premises at all times when the room is being rented and the public are present. The Hirer will be responsible for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
3. TDCA may refuse an application to use The Chantry facilities if the use by a particular association or individual presents a risk of public disorder or is incompatible with the terms of TDCA Constitution.
4. TDCA will use reasonable endeavours to provide a specific room which has been requested at the time of booking. There will be circumstances in which it is necessary to move the booking to a different room and TDCA reserves the right to do this. When this happens, as much notice will be given as possible and the Hirer may choose to cancel the booking without charge if it is deemed that the substitute room is not suitable.
5. TDCA reserves the right to vary hiring charges at any time with by providing 1 month's notice. Charges applied to Hirers will be those at the time of the Hire rather than at the time of booking.

### **5. Hire Charges and Payment Terms**

Hire charges and payment terms are published on The Chantry website ([www.thechantry.org.uk](http://www.thechantry.org.uk)) and are also available from the Chantry office.

Where deposits are required for a booking, the booking will not be guaranteed until the deposit has been received by TDCA.

Where charges are invoiced to the hirer, such invoices must be paid within fourteen (14) calendar days of the invoice date. TDCA reserves the right to cancel all future bookings for the Hirer until all overdue invoices have been paid.

TDCA reserves the right to charge an additional deposit to cover accidental damage and/or post event clearing up costs.

### **6. Cancellation by the Hirer**

If a Hirer wishes to cancel a booking, fourteen (14) calendar days' notice is required to cancel without charge, otherwise the hire fee will be charged in full.

If the Hirer chooses not to use a booking due to adverse weather conditions, e.g. ice or snow, the room hire charge will still be due and not refunded, unless TDCA have decided to close the building and notified all hirers.

### **7. Cancellation by TDCA**

All arrangements for the use of centre facilities are subject to TDCA reserving the right to cancel bookings in the event of:

1. The environment becoming unfit for the intended use, e.g. icy conditions.
2. TDCA reasonably considering that such hiring will lead to a breach of licensing conditions or unlawful or unsuitable activities will take place at the premises as a result of this hiring.
3. An emergency requiring use of the premises as a shelter for victims of a disaster.
4. The building or room becoming unusable due to damage or failure of essential services.
5. The premises being required for use as a Polling Station.

A refund will be made in these circumstances.

### **8. Maximum capacity**

Each room has a maximum capacity of seated attendees and on no account shall these figures be exceeded. The garden and grounds also have a maximum capacity and these figures should not be exceeded.

### **9. General Safety requirements**

The Hirer shall ensure that all people attending the booking(s) shall do nothing which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

1. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
2. Performances involving danger to the public shall not be given;
3. No unauthorised heating appliances shall be used on the premises;
4. There are First Aid boxes available to all users of the premises. They are located outside the kitchen or in the Coach Hall lobby and must be returned after use. TDCA does not have a qualified First Aider on site at all times.
5. TDCA office staff must be informed, as soon as possible, of any accident or injury occurring on the premises and details of the incident entered into TDCA's accident book.
6. Any failure of equipment belonging to TDCA must also be reported as soon as possible.
7. Any electrical appliances brought onto the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the current Electricity at Work Regulations 1989 and any subsequent legislation. TDCA disclaims all responsibility for all claims and costs arising from the use of any equipment not provided by TDCA.
8. No animals except guide dogs are to be brought onto the premises other than for a special event agreed to by TDCA. No animals whatsoever are to enter the kitchen at any time.
9. There must be no unauthorised access to the cellars or attics.
10. There is a pond at the bottom of the garden, which has a grate covering it. It is the Hirer's responsibility to ensure their invitees are aware of this.

### **10. Fire Safety Requirements**

The Hirer or person/s in charge must familiarise themselves with the emergency evacuation procedure and fire safety requirements. At the start of each hire period they must:

1. Read the fire safety and emergency evacuation plan displayed in each room.
2. Identify their nearest escape route and ensure that the route is clear. Fire doors should not be wedged open.
3. Identify the method of operation of escape door fastenings.
4. Appreciate the importance of any fire doors and of closing all doors at the time of a fire.
5. Check that there is no obvious fire hazard present.
6. All Hirers are expected to co-operate in the fire drills which may be arranged at varying times in order to familiarise users with evacuation procedures;
7. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
8. The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to TDCA office.
9. Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) or non-combustible nature shall be erected without the consent of TDCA. No boards, decorations are to be put up near light fittings, heaters or on any part of the room hired.
10. If the barbeque in the grounds has been used the Hirer must make sure it is extinguished before they leave The Chantry.

### **11. Indemnity/Insurance**

TDCA is only insured against any claims arising out of its own negligence.

The Hirer shall be liable for:

1. the cost of repair of any damage done to any part of the premises including the curtilage thereof (land within the boundaries of the premises) or the contents of the premises;

2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises, curtilage or contents (including the storage of equipment) by the Hirer; and
3. all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises, curtilage or contents by the Hirer.

It will be the Hirer's responsibility to take out adequate insurance to cover the Hirers liability.

## **12. Supervision and Damage**

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. They shall not be engaged in any duties which prevent them from exercising general supervision. Specific rules apply to functions predominantly in the teen to 21-year-old age range, please advise The Chantry office staff of any such groups at the time of requesting a booking.

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

1. supervision of the premises, the fabric and the contents;
2. their care, safety from damage however slight or change of any sort; and
3. 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 TDCA, 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.

In certain circumstances TDCA reserves the right to charge an up-front deposit to cover potential damage.

## **13. Safety of vulnerable people**

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 Criminal Records Bureau (CRB) 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 TDCA with a copy of their CRB Check and Child Protection Policy on request. TDCA reserves the right to exclude from the premises any organisation that fails to comply with this requirement.

## **14. Supply of food and drink**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations - such persons at all times shall observe the Code of Conduct displayed in the kitchen. Please note:

1. If using our kitchen, you will need to bring in your own catering supplies, including tea/coffee/milk etc.
2. Crockery and cutlery are provided, but they must be washed up and put away after use.
3. A clearing charge will be incurred where TDCA staff have to perform significant work to clear up after the Hirer.

## **15. 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.

## **16. Intoxicating liquor and Other Drinks**

TDCA community centre has its own licensed bar which can be booked, staffed and opened by TDCA, for a specific event. The Hirer is not permitted to bring any of their own intoxicating liquors for sale or consumption to The Chantry, without the express written permission of TDCA.

## **17. Drunk & Disorderly Behaviour**

TDCA and 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 of the community centre.

Alcohol shall not be served to any person suspected of being drunk nor 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 Chantry.

## **18. Betting and gaming**

The Chantry is not licensed for betting or gaming and no such activities may take place on the premises.

## **19. Storage**

The permission of TDCA must be obtained by the Hirer before goods or equipment are left or stored at the community centre, except that The Chantry office staff are authorised to grant permission for the overnight storage of goods and equipment brought to The Chantry for a specific function or event.

A daily storage fee per item may be charged if the items stored are not collected in a timely manner, i.e. no more than two (2) days after the event.

Any items requiring long-term storage will be subject to a storage fee, to be agreed between TDCA and the Hirer depending upon the space requirements. Failure to pay the fee as and when agreed will mean that the stored items will have to be removed from the premises.

TDCA reserves the right to cancel any storage agreement at any time by giving 1 months' notice.

TDCA accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss of damage is hereby excluded.

## **20. Loss of property**

TDCA cannot accept responsibility for damage to, or the loss or theft of the Hirers property and effects.

## **21. Parking**

Parking is available on site for approximately twenty-five vehicles. There is one disabled parking space.

Cars must be parked in the bays provided and should not be parked so as to cause an obstruction at the entrance/exit from The Chantry.

Users of The Chantry should avoid undue noise on arrival and departure. Parking is on a first come, first served basis.

## **22. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, and is responsible for ensuring that the noise level during their hire is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

## **23. Cleaning and security**

All use of centre premises and facilities is subject to the Hirer accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises as directed by TDCA at the end of the hire period.

All Hirers should also leave The Chantry and grounds in a clean and tidy condition. Litter shall not be left in or about The Chantry. TDCA reserves the right to make an additional charge for cleaning or to take a deposit at the time of booking to cover such potential issues.

In addition, TDCA may ask the Hirer to clear the room or area hired at the end of their booked session, stacking the chairs and tables in the designated areas. Where this will be necessary TDCA will inform the Hirer prior to the room hire.