

The Kirkley Centre Terms & Conditions of Hire

Updated: 1 February 2020

The Kirkley Centre is owned and run by Community Action Suffolk

Community Action Suffolk is a registered charity – Reg. Charity Number 1150501

Company number: 08318345

Introduction

The management of The Kirkley Centre, thereafter known as The Centre, rests with The Centre management building owners Community Action Suffolk. Our aim is to provide effective services and facilities for the local and wider community, businesses, statutory organisations and voluntary and community groups.

Centre Policy

Mission Statement:

In order to provide a professional and flexible community and business resource we will:

- Offer a variety of rooms and services to meet the needs and budgets of the community, business and voluntary sector.
- Deliver a professional and efficient service to all our customers.
- Provide an environment that promotes learning and business development.

The Centre is operated under an equal opportunities code of conduct and a code of behaviour, which is as follows:

- a) All people will be treated with respect and dignity at all times.
- b) At all times people's feelings will be valued and respected. Language or humour that people find offensive will not be tolerated.
- c) No-one will be harassed, abused or intimidated on any grounds. Incidents of harassment will be treated seriously and the person / persons causing the offence will be asked to leave The Centre.
- d) The Centre management expects a high level of good conduct from the users of The Centre. Centre users / Hirers therefore are required to refrain from offensive language and loud / unruly behaviour. Centre users / Hirers will respect the premises, avoiding damage to property and unnecessary mess.

Serious breach of the above conditions will result in the offenders being asked to leave the premises.

Use of The Centre

The use of The Centre and its facilities is subject to the following rules and, in the case of the Hirers, to certain standard conditions incorporated in the terms and conditions of hire.

Application to use The Centre

- a) Application for Centre use shall be made to The Centre management team. A booking can be made by telephone but must be confirmed via email or in writing by submitting a Kirkley Centre Confirmation Form and paying a deposit where appropriate.
- b) The right to refuse any application for the use of The Centre facilities is reserved to Centre management and owners.
- c) The Centre management reserves the right to cancel bookings when the premises are considered unfit for the intended use.
- d) All requirements of use shall be declared to The Centre management prior to the event, when completing the booking form. Any details not covered by the booking form should be included in a covering letter and returned with the confirmation. The Centre management reserves the right to levy additional charges for any services or facilities provided at an event which have not been specified when booking or on the confirmation form.
- e) The Centre management reserves the right to move bookings within the centre to alternative rooms if required and only when appropriate.

Booking Conditions

- a) **Cancellations** received up to 7 days prior to the event will be charged 100% of the room hire fee. Cancellations received between 8-14 days will be charged 50% of the room hire fee.
- b) If the hire is rebooked and confirmed at the time of cancellation and the hire is within 3 months of the original booking the cancellation fee will be waived.
- c) Payment is generally due upon receipt of the invoice following the event and has a 30 day payment term. The Kirkley Centre reserves the right to request payment in full or a deposit prior to the event for certain bookings. Payment is by cash, Bacs or cheque payable to Community Action Suffolk.
- d) The Hirer will be held responsible for any damage caused during the period of hire to any part of The Centre, site or property both internal and external. Any damage caused by the Hirer or the Hirer's guest must be paid upon receipt by the Hirer of the total cost of repairs or replacements.
- e) Standard timing blocks are Full day 8 hours Half day bookings 4 hours and evenings up to 3 hours, anything over this time or past 9pm may incur an additional charge. Bookings made out of hours may have a minimum charge applied to ensure staffing/centre costs are covered.
- f) Bookings made for out of hours events must supply a contact number for that event in case of any queries, cancellations or emergencies.

Insurance

a) The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, do anything or bring on to the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

Licensing

a) The Hirer shall be responsible for ascertaining, obtaining and complying with any licences and special fire precautions necessary in connection with the booking. The Hirer shall be responsible for the observations of all regulations pertaining to the premises stipulated by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.

Safety Requirements

On the day of hire before the group commences:

The person responsible for the group must ensure that a clear register is taken for all attendees, this must be handed in to reception staff in case of an emergency. The person responsible for the group will be made aware of convenient fire exits, routes and fire assembly point. They will also be informed of any expected test alarms during their session.

Nothing shall be done which will endanger the users of the building and the policies of insurance relating to it and to its content. In particular:

- a) Obstructions must not be placed in gangways, corridors, stairways or exits. Fire exits must never be obstructed.
- b) The emergency lights must not be covered as they will illuminate when power has been cut to show exit signs and routes.
- c) Fire-fighting apparatus shall be kept in the designated places and only used for its intended purpose.
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to The Centre Management.
- e) Performances involving danger to the public shall not be given.
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises.
- g) No decoration shall be erected or suspended from any part of the premises except by prior consultation and with written agreement of The Centre Management. If such permission is granted, decorations must be erected clear of walls so as to ensure no damage to the property in consequence thereof. No internal decorations of a combustible nature e.g. polystyrene, cotton etc shall be undertaken or erected without the consent of The Centre Management.
- h) The use of naked flame, smoke machines, lasers and pyrotechnics are prohibited without the prior written consent of The Centre management.
- i) The First Aid box shall be readily available to all users of the premises. It is located behind reception. The Centre management shall be informed of any accidents or injury occurring on the premises.
- j) All electrical equipment bought into the building shall comply with the electricity At Work Regulations 1989. The Centre management disclaims all responsibility for all claims and costs arising out of any such equipment that does not comply.

Smoking Policy

There is a strict "No Smoking" policy throughout The Centre including e-cigarettes. The Hirer is responsible for ensuring that all visitors to The Centre adhere to this policy. A smoking area is available outside the building. Please request all users not to smoke in front of the centre doors.

Intoxicating Liquor

No intoxicating liquors are permitted to be brought on to the premises without the express permission in writing of The Centre management whose consent must also be obtained prior to seeking any Occasional Licence or Permission 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 person or organisation 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 Centre management must be obtained before goods or equipment are left or stored at The Centre.

Loss of Property

Neither The Centre nor The Centre management can accept responsibility for damage to or the loss or theft of, Centre user's property and effects.

Car Parking

There are no private parking facilities at The Centre. When delivering or picking up equipment cars/ vans shall not be parked so as to cause an obstruction at the entrance to, or exits from The Centre or the neighbouring buildings. Roadside parking directly outside the building is permittable for up to one hour. The Centre management can provide further information on parking for Hirers and users of The Centre.

Care of Property

- a) No nails, spikes, screws or tacks shall be driven into any part of the property.
- b) Furniture and other moveable items are not to be moved without prior permission from The Centre Management.
- c) No structure of any kind may be erected in any part of the hired premises except with the consent of, and under the supervision of Centre Management.
- d) All furniture and fittings belonging to or leased by the Hirer shall be removed from The Centre at the time of cessation of hire unless a prior agreement has been made.

Other Conditions of Use

- a) All notices and placards advertising the event must bear the name and contact point of the Hirer and, if applicable, the organisation which the Hirer represents.
- b) Adequate staff must be provided by the Hirer for the supervision of the event to ensure public safety.
- c) Any broadcasting, filming etc requires prior consent from The Centre management and may be subject to restrictions.
- d) It will be the responsibility of the Hirer to ensure that everyone connected with their event is aware of which parts of the building they have hired. All other areas of the building will be out of bounds.