

Private Hire Terms & Conditions

Kingswells Community Centre & Webster Park



General Data Protection Regulations: The information you provide us with is used solely for dealing with the hire agreement, arrangements, invoicing, and for emergency contact in case of loss or damage of the facilities. Data will only be retained whilst the hire agreement is current.

Booking Terms and Conditions

When you book one of our facilities and sign this form, you are agreeing to our terms and conditions of hire. These are here to make sure that the halls are kept safe and in good condition for other people who use them. Please retain a copy of this form for reference.

Your Booking

- You must be 18 years old or over to hire our facilities.
- **YOU** are responsible for having the necessary insurance, licenses and disclosure checks required for your activity, and you must have these in place before your activity starts on our premises.
- Your booking **INCLUDES setting up and clean up time**. If you need extra time for any reason, please talk to staff.
- Your booking is not 100% definite until you pay in full – this includes the deposit. A fee of 10% or your deposit, whichever is greater, will be retained if you cancel a booking up to **2 weeks** before your event.
- The return of your completed hire form and full payment must be made to Kingswells Community Centre before your event. No access to the centre will be supplied until full payment is made.
- Your deposit will not be returned if our terms and conditions are not adhered to, or a member of staff is called out to a non-emergency.
- We will hold your deposit for **1 month** after your event date. You will need to contact us with your bank details so we can transfer the money back into your account.
- We reserve the right to cancel a booking without notice.
- If there are any adverse conditions, either natural or man-made, we reserve the right to close the centres and cancel your event.
- Please use **1 name** for booking and payment for administration purposes.
- The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose.

Public Health

- If COVID or any other pandemic restrictions are announced by the UK or Scottish Government, your activity may be cancelled.
- If COVID or any other pandemic guidelines are in place, you will follow these guidelines as set out by the UK or Scottish Government. Refusal to do so may result in your activity being cancelled.
- If there are any adverse conditions, either natural or man-made, we reserve the right to close the Centres and cancel your event.
- It is your responsibility for the health and safety of all who attend your activity.

Security

- Door access codes will be provided for KCC and there are keys for Webster Park activities, please look after these as if they were your own and do **NOT** give them out to anyone.
- You will not use door access to either Centre outside your allotted hire time.

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- Keep all doors **CLOSED** to keep you, your guests, and our facilities **SAFE**. You will supervise all visitors entering your activity. At times when the building is unmanned by staff, you are responsible for all visitors entering the building. You will not give out access codes or keys to your visitors to use the facilities, and you will not allow your visitors to give building access to the public. You will not jam doors open or leave entrances and fire doors unlocked.
- If your activity is run for children, you will ensure that parents drop off their children when you are there to start your activity or they stay with them until you do so. Similarly, you will stay with all children at the end of your activity, until they are picked up by their parents/carers. The Community Centre will not take responsibility for children that are left unattended at either of the Centres.
- During the period of the hiring, you will be responsible for the supervision of the premises, the fabric, and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity. 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.
- Kingswells Community Centre and Webster Park does **NOT** accept responsibility for loss or damage to any person's property.
- The Hirer must be the last person leaving the building and must make sure that all exits **ARE SECURE**, and lights are switched **OFF**. **The security alarm will not set if any doors are not closed properly at Kingswells Community Centre.**

Before leaving the Centre the Hirer must:

- check all Emergency exits are closed
- all taps and applicable lights switched off
- all windows shut and blinds raised
- set the security alarm before leaving (If you are the last person to leave the building, only at KCC)

Insurance

The Hirer shall be liable for:

- The cost of repair of any damage (including accidental or malicious) incurred to any part of the premises including the contents of the premises, which may occur during the period of hire or as a result of the booking.
- All claims, losses, damages, and costs made against or incurred by the Community Centre management committee, their 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.
- All claims, losses, damages, and costs made against or incurred by the Community Centre management committee, 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.

The Community Centre is insured against any claims arising out of its **own** negligence.

Cleaning

All use of the Centre and its facilities is subject to the hirers accepting responsibility for returning furniture and equipment to their original positions. All users shall leave the Centres in a tidy condition. Cleaning equipment is situated around the Centre, please make yourselves familiar with

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these areas. Be mindful of times when it is wet or snowing, when mud and ice can be a slip hazard as well as a cleaning issue. If this is not adhered to, the Centre reserves the option of charging a cleaning fee of £100.

- Only clean, non-marking footwear to be worn in all halls.
- **NO** food or drink to be taken into the main hall at KCC.

Noise

Hirers are responsible for seeing that the noise level of their event is not such as to interfere with other activities within the building. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and appropriately PAT tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Stored equipment

The Community Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

- There are tables and chairs available for use, please stack or replace back in their original position once finished.
- Do **NOT** use the property in the hall cupboard unless consent has been given.

Health & Safety

- **NO** naked flames are allowed in the building as there are smoke detectors located throughout.
- **NO** use of bubbles or any substances that may damage or leave a residue on the floor.
- Both Centres have Fire Escape Plans situated around them. Please make yourselves familiar with the details and procedures on them. Our Emergency Fire Action Plan can be viewed on www.kccwp.co.uk/policies-documents
- Both Centres have First Aid boxes situated outside their halls, but we would ask that each group has a first aid kit suitable for their activity and they should have trained first aiders.
- Defibs are available at both Centres. The one at Webster Park is inside the building, Kingswells Community Centre's is outside the front door and requires a code for access by calling **999**.
- In the unlikely event that you are not happy with the condition of the buildings or football pitch, please inform the Community Centre staff immediately.

Do **NOT** use the facilities if you feel they are not fit for purpose.