

Parish Centre

Conditions of Use

July 2010

Parish Centre Conditions of Use

General

The Parochial Church Council (PCC) trusts that you will enjoy using our facilities. Under the Licensing Act 2003 the Parish Centre and grounds are subject to a Premises Licence having the following four objectives.

1. Prevention of Crime and Disorder
2. Maintenance of Public Safety
3. Prevention of Public Nuisance
4. Protection of Children from Harm

The following Conditions aim to ensure that the four objectives are met. We ask that your booking satisfies all Conditions.

1. Supervision

1.1 Overall Responsibilities

Supervision of the premises (including outside areas and car park), the fabric of the building, building contents (fixed and movable), their care and avoidance of damage however slight.

The behaviour of ALL persons using the premises. Correct and safe use of the Car Park and prevention of obstruction to the highway.

Making good or providing a payment for ALL losses or damage, howsoever it may have been caused, including accidental damage to fixtures, fittings, contents or loss of contents.

1.2 Responsible Person

The User shall nominate someone as the "Responsible Person" whose duty shall be to ensure ALL Terms and Conditions of Use are complied with. The User/Responsible Person must be over 18 years of age and be on the premises at all times during the event.

2. Use of Interior and External Areas

2.1 General

Use of the premises is restricted to that agreed in writing between the PCC (Booking Officer) and the User.

The User shall not allow other sub-users to use the premises; use the premises for any unlawful purpose; permit any activity (or allow anything to be brought onto to the premises) that might endanger the premises or persons or render invalid any insurance policies.

2.1.1 Alcohol

The User shall not **offer for sale** any alcoholic beverages either directly or indirectly.

Alcoholic drinks are only to be made available with food and should be served to individuals and not left so that people can serve themselves. The User is responsible for ensuring that each person is limited to a maximum of two standard-sized glasses.

The User shall ensure that attendees do not bring their own alcoholic beverages onto the site. No alcoholic beverages shall be consumed outside the Parish Centre buildings.

2.1.2 Gaming, Betting and Lotteries

No form of gaming, betting or lotteries is permitted on the premises.

2.1.3 Public Safety

The User shall ensure compliance with all laws, regulations and conditions arising from National or Local Bodies including the Fire Authority, Local Authority, Licensing Authority or other Bodies. Particular attention should be given to activities at which alcohol is provided, or children in attendance.

2.1.4 Noise

The User is responsible for ensuring that noise levels do not cause disturbance to our neighbours. If sound amplification eg guitar amplifier is used, monitoring, carried out by a PCC representative, will be necessary.

3. Compliance with Licensing Objectives

To ensure the four Licensing Objectives are met, the User shall observe the following requirements

3.1 Capacity of Premises – Parish Centre

The capacity of the building is as below and INCLUDES leaders, performers, choir members, entertainers etc. The figures also include children.

Area	Maximum Capacity (subject to event)
Main Hall	170
Waddington Lounge	30
Main Hall and Waddington Lounge Combined	200
Meeting Room 1	30
Meeting Room 2	30
Meeting Room 1 and 2 Combined	60

3.2 Hours of Opening of Premises

The premises shall not be used between the hours of 11pm and 9am.

Time required for setting up or clearing away at the premises must be within the times agreed in the Confirmation of Booking. Clearing up is permitted until 11.30pm. There will be no discretion applied to these times. It is the User's responsibility to ensure compliance.

3.3 Risk Assessment

If appropriate, the User shall be requested to carry out a Risk Assessment, to identify any hazards arising from their activities, or possible non-compliance with the Licensing Objectives. . A standard template is available if required and steps to be taken to minimise risk should be clearly stated.

3.4 Supervision

The User must ensure that the number of responsible persons is adequate for the size of event. If the majority of attendees at an activity or event are under 17 years of age the number of responsible persons should be increased in the ratio of one to eight young attendees, with a minimum of two responsible persons.

All responsible persons should be aware:

- of the essential duties in event of fire or other reason to vacate the premises
- of the needs of disabled and vulnerable persons and use of “buddy” systems
- of the location and use of fire fighting equipment (ONLY TO BE USED BY PERSONS SPECIFICALLY TRAINED AND WHEN / WHERE IT DOES NOT POSE A RISK TO THE INDIVIDUAL)
- of the procedure for calling Fire Brigade, Police, Ambulance, as detailed in the General Information sheet given with the keys
- of evacuation procedures also detailed in the General Information sheet

3.5 Conduct and Behaviour of Persons on Site

The User shall be responsible for the monitoring and control of persons entering onto the site and shall ensure that neighbours to the premises do not suffer disturbance due to noise or the conduct of persons.

Persons who may seek to enter the premises whilst under the influence of alcohol or drugs must be safely and effectively removed from the site and its locale.

Where illegal acts are suspected the Police should be contacted immediately.

3.6 Sale of Goods

Any goods and services offered for sale shall have their total price prominently displayed, together with the organiser’s name and address. Any discounts offered shall be based only on the Manufacturer’s Recommended Retail Prices. The User shall ensure that no items of a sexual or offensive nature be offered for sale.

The User must ensure that all sellers comply with Fair Trading Laws and relevant codes of practice.

4. Health and Safety, Premise Evacuation and Fire Response

4.1 Health and Safety

The User shall take ALL necessary measures to ensure the safety and well being of all persons on site.

4.1.1 Smoking

The site operates a smoking ban.

4.1.2 Electrical Equipment

The User shall ensure that no electrical equipment is brought onto the site without the agreement of the PCC and, where such agreement is given, certification of PAT testing shall be provided. All electrical equipment must be used in a safe manner in line with the Electricity at Work Regulations 1989 or such other regulations as shall be enacted. Where practicable, residual circuit breakers should be used.

4.1.3 Non Electrical Equipment

ALL equipment brought to site must comply with relevant, applicable British Standards and have been maintained in a safe condition. The User shall be responsible for ensuring the safe erection, supervision and use of equipment.

4.1.4 Flammable Substances and Explosive Devices

The User shall ensure that NO items of a highly flammable nature are brought or used on any part of the premises. No decorations, stage props or other items of a combustible nature (such as polystyrene, cotton wool etc) shall be erected or used on the site. No decorations, display items etc shall be placed close to light fittings or heat source.

4.1.5 Portable Heating Appliances and Cooling Devices

The User shall not permit portable heaters, fans or air conditioning units to be brought onto the site. Under no circumstances shall Liquefied Propane Gas (LPG) heating units be used.

4.1.6 Portable Cooking Equipment / Barbeques

Portable cookers or barbeques shall not be used inside the premises. Where used externally their use must be agreed by the PCC and they must be placed in a safe, secure location away from buildings or any source of combustible items.

4.1.7 Accidents, Dangerous Occurrences or Incidents

In the event of an accident, the User shall complete a report in the Accident and Incident Book (located in the Kitchen) prior to vacation of the premises.

The User shall report any occurrence or incident which, though not directly causing harm, could have the potential to do so. This includes equipment, fixtures, fittings, building fabric and any other items/equipment belonging to St John's PCC and any items brought onto the premises by the user.

4.2 Premise Evacuation and Fire Response

The User shall advise people where fire exits are located, what to do in the event of evacuation, and location of the Assembly Point.

The User shall ensure that they, the Responsible Person and any helpers are fully aware of the Fire Evacuation Procedure and Floor Plan in the General Information sheet given with the keys.

5. Car Park

Where the capacity of the Car Park is insufficient, and persons use the public highway adjacent to the premises for parking, please ensure that Road Traffic legislation is not breached and no nuisance is caused to our neighbours.

6. Compliance with The Children Act 1989

The User shall ensure total compliance with The Children Act 1989 or other relevant legislation which may be introduced.

Organisations running events/activities involving children under eight years of age, should ensure that those responsible have passed the appropriate Criminal Records Bureau (CRB) checks. A copy of the organisation's Child Protection Policy might be requested by the PCC. This could also apply in some cases where there are children older than eight, or vulnerable adults in attendance.

In the event of private functions where children are present, the User should ensure they are supervised by a responsible adult at all times.

7. Adult Entertainment

Under no circumstances will any type of Adult Entertainment (Strippers, Sexually explicit Shows or Films etc) Psychic, Paranormal or other Occult activities be permitted.

8. Animals

All animals (including birds), excepting guide or hearing dogs, are excluded from the premises, unless specifically permitted by the PCC. Under no circumstances are animals allowed in the kitchen or other areas where food may be present.

9. Storage of Equipment

Only equipment belonging to the PCC or its representative bodies can be stored on the site and then only in designated facilities.

ALL equipment brought to site by Users must be removed at the end of any activity or event. The PCC reserves the right to dispose of, in any manner as it so decides, any equipment or materials not removed by the User within 7 days of the event or activity. Furthermore the PCC shall reserve the right to charge the User for storage or disposal.

10. Faults, Damage etc.

The User is requested to report any faults or damage as soon as practicable following the event or activity, using the End of Activity checklist given with the keys.

11. Comments

The PCC welcomes any comments or observations from Users regarding the facilities it provides. These can be given on the End of Activity Checklist.

12. Insurance

The PCC is insured for any liability arising out of its own negligence. The User might, however, wish to provide insurance to cover all or any person(s) against the User's (or their agent's) liability.

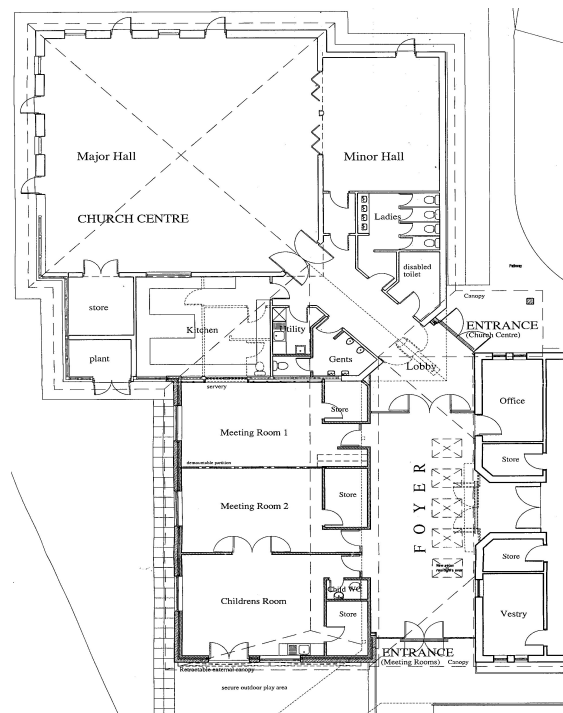
13. Alterations to Premises

NO alterations, modifications or additions are to be made to the premises without the prior approval of the PCC. NO fixtures, placards, decorations or other articles may be attached to any part of the premises without the prior approval of the PCC. Where approval is given such items may, at the end of the event or activity, remain in place at the discretion of the PCC. They will become the PCC's property unless removed by the User, who is then required to make good any damage caused by such removal from the premises.

14. Rights

This User Agreement only constitutes permission to use the premises and does not confer any tenancy or other rights of occupation on the User.

15. Floor Plan



NB: Minor Hall is the Waddington Lounge