



**CHURCH CROOKHAM
PARISH COUNCIL**

Church Crookham Community Centre Terms & Conditions of hire

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These terms and conditions are made available to all hirers either in hard or electronic copy.

If the Hirer is in any doubt as to the meaning of any of the conditions, please contact the Community Centre staff for clarification immediately.

These terms and conditions apply to all hirers of the Church Crookham Community Centre.

The Parish Council reserves the right to amend the terms of this agreement at any time.

1. Use of premises

The Hirer shall use the premises (including the car park) solely for the purpose stated in the Hire Agreement and shall not sub-let or permit use for any unlawful, unsuitable, or unsafe purpose, nor bring onto the premises anything which may cause damage or invalidate insurance.

Alcohol may not be sold on site without prior written permission and an appropriate license (see clause 14)

Car parking must be in designated areas only. Disabled bays are for Blue Badge holders only, and residents' bays must not be used.

The Hirer shall only use the specific room(s) booked. Unauthorised use of additional areas will be charged. Booked hire period should include all set up and pack away time and the premises must be vacated promptly at the end of the hire period.

Use of the enclosed outdoor area attached to the Acorn Hall requires prior permission, access to the gated section is prohibited. Play equipment belonging to Crookham Sunshines Pre-School must not be used. Any damage will result in loss of deposit.

Food preparation outside the kitchen requires prior approval and must be carried out by a suitably insured professional provider. BBQs, gas or naked flames of any sort are not permitted anywhere on site.

Storage of equipment for regular hirers is available for a small monthly fee and only permitted by prior agreement.

The Hirer must follow all instructions regarding access and departure and ensure the premises are secure. Magnetic door systems must not be interfered with.

2. Operating Hours

The Community Centre operating hours are between 7am – 10:30pm.

The building is manned by office staff Monday – Friday between 9am – 2pm but this is subject to change, please check before start of hire period. Outside of these times you will require a key card pass to access the building which will be assigned to you prior to your hire period start date/time.

3. Age

The Hirer must be 18 years of age or over and is responsible for being in charge of the premises for the duration of the booking, ensuring all conditions of hire relating to management and supervision are complied with.

For long-term or regular bookings, the Hirer or an authorised representative must be present at all times.

Private parties for individuals aged 12–22 are not permitted unless expressly authorised by Church Crookham Parish Council at its discretion.

The Parish Council and Community Centre staff reserve the right to refuse a booking at their absolute discretion.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

- i. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- ii. all claims, losses, damages, and costs made against or incurred by Church Crookham Parish Council, 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, and
- iii. all claims, losses, damages and costs made against or incurred by the Church Crookham Parish Council, 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Church Crookham Parish Council and its employees, volunteers, agents and invitees against such liabilities.

(b) Church Crookham Parish Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. Church Crookham Parish Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Church Crookham Parish Council and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where Church Crookham Parish Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Church Crookham Parish Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Church Crookham Community Centre Administrator(s) to rehire the premises to another Hirer.

- (d) The Parish Council reserves the right to charge a refundable deposit against potential damage, repairs or cleaning. The size of the deposit shall be at the discretion of community centre staff and may depend upon the length of the booking, the number of people attending, if catering is being provided, if alcohol is being served at the event and the type of event held.
- (e) All hirers are required to provide their bank details so that the deposit may be refunded by internet banking as soon as practicable after the booking has taken place provided repairs or cleaning are not required. (see clause 32 for data protection)

Church Crookham Parish Council is insured against any claims arising out of its **own** negligence.

5. Fees and charges

Fees for the hire of the community centre are determined by the Parish Council, who reserve the right to apply an increase to the hire charge.

Customers will be given advance notice of price increases.

All payments, including deposits, must be made electronically (card or bank transfer). Cash is not accepted.

The deposit, upon request, must be paid electronically, by bank transfer to the parish council's current account **60-83-01 / 20303936**, before the booking takes place and will be returned after the booking, less any deductions, as appropriate.

Regular hirers are contracted for a full year. No more than eight bookings in a calendar year and no more than two consecutive weeks at one time shall be cancelled per year of hire. Cancellations longer than two consecutive weeks will incur charges.

Any cancellations in excess of this will be charged in full regardless of notice given. ALL cancellations should still be made in line with clause 6 to avoid additional charges)

6. Cancellation

If a Regular Hirer wishes to cancel a booking (see clause 5 above) before the date of the hire period, the Community Centre officer must be informed in writing.

Refund of charges will be made in line with the following cancellation terms:

- (a) more than 28 days' notice given - 100% of total fee,
- (b) 15 to 28 days' notice given - 75% of total fee
- (c) 8 to 14 days' notice given - 50% of total fee
- (d) 7 days' notice given - 25% of total fee
- (e) less than 7 days' notice given – no refund given

If an Ad hoc hirer wishes to cancel their booking before the date of the hire period, the Community Centre officer must be informed in writing as soon as possible. Charges may apply, in line with the following cancellation terms:

- (a) More than 28 days' notice given - 100% of initial holding deposit refunded.
- (b) 8 to 28 days' notice given – 50% of the total hire cost (requested holding fee) will be retained – no refund given
- (c) 7 days' notice or less – hirer to pay total hire cost

Church Crookham Parish Council reserves the right to refuse hire and to cancel or amend bookings at its absolute discretion. Any such cancellations or amendments will be notified to the Hirer in advance. In any such case the Hirer shall be entitled to a refund of any fee already paid, but Church Crookham Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

As a designated polling station Church Crookham Parish Council reserves the right to cancel or amend bookings if necessary. Church Crookham Parish Council will endeavour to offer an alternative hireable space in the event of the Oak Hall being used as a polling station or the Hirer shall be entitled to a refund of any fee already paid, but Church Crookham Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

7. Supervision

- a) The Hirer or nominated person shall, during the hire period, be responsible for:
 - 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, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by Church Crookham Parish Council, 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.

- b) The Hirer must ensure that an acceptable ratio of adults to children is adhered to as recommended by the NSPCC for organisations working with children & young people outside of formal educational settings. This is set out below:

- 0 - 2 years 1 adult to 3 children
- 2 - 3 years 1 adult to 4 children
- 4 - 8 years 1 adult to 6 children
- 9 - 12 years 1 adult to 8 children
- 13 - 18 years 1 adult to 10 children

8. Gaming, betting, and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

9. Music Copyright licensing

Ad hoc hirers shall ensure that the Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

Regular hirers should hold their own PRS & PPL licenses that cover their classes at the community centre.

10. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

11. Safeguarding and DBS Requirements

Where the Hirer provides activities involving children or vulnerable adults, the Hirer is responsible for ensuring compliance with all relevant safeguarding legislation and guidance, including the Childcare Act 2006, the Safeguarding Vulnerable Groups Act 2006, and current Disclosure and Barring Service (DBS) requirements.

The Hirer shall ensure that any persons engaged in regulated activity are appropriately recruited and, where required by law, have obtained an appropriate DBS check, including barred list checks where applicable.

The Hirer shall have and implement an appropriate safeguarding/child protection policy and shall provide evidence of relevant DBS clearance and safeguarding policies to the Community Centre Administrator upon reasonable request.

12. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and Church Crookham Community Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer shall also comply with Church Crookham Community Centre's health & safety and lock down policies.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Church Crookham Community Centre officer(s).

No gas or live flames should be used in or around the building for any purpose.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade, evacuating the hall and contacting a Community Centre contact – emergency number to be provided.
- The location and use of fire equipment. See Appendix (i)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box (on kitchen wall)

(b) In advance of any activity whether regulated entertainment or not, the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

13. Noise

The Hirer shall ensure that noise is kept to a minimum on arrival and departure, particularly late at night and early in the morning. The Hirer must if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Please respect our neighbours and arrive/ leave quietly.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid violent or criminal behaviour and the disturbance of the neighbours to the Community Centre; care shall be taken to prevent excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 premises in accordance with the Licensing Act 2003.

15. Temporary Event Notice

If the hirer wishes to sell alcohol, they must ensure that they have applied and received a TENs licence for the date and duration of the event. The licence which can be applied for online <https://www.gov.uk/temporary-events-notice>. Please contact Hart District Council for more information. The Hirer MUST ensure that they have gained prior approval from the Community Centre Officer if they wish to sell alcohol before making their application as the community centre is limited to 10 TEN's per annum.

16. Food and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and there is a thermometer in the fridge.

17. 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 used in a safe manner in accordance with the Electricity at Work Regulations 1989.

18. Stored equipment

Church Crookham Parish Council has the capacity to store a small number of items for regular hirers of the Community Centre. This is subject to a small

monthly fee and agreement with the Community Centre Officer. Church Crookham Parish Council 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. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Church Crookham Parish Council may use its discretion to dispose of any such items by sale or otherwise as it deems fit and charge the hirer any costs incurred in storing, selling or disposing of such items in any of the following circumstances:

- (a) Failure, by the Hirer, either to pay any charges due in respect of stored equipment or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

19. Community Centre Furniture

Use of the furniture within the Community Centre is included in the hire charge. Please speak to Community Centre Officer regarding your specific furniture requirements.

20. Smoking and Vaping

Smoking and vaping are not permitted anywhere in or immediately surrounding the Church Crookham Community Centre.

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, vape casing etc. in a tidy and responsible manner and so as not to cause a fire or incident.

21. Accidents and dangerous occurrences

Any failure of equipment belonging to the Community Centre or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public, to the Community Centre Officer **as soon as** possible and complete the relevant section in the Community Centre's accident book (can found attached to the kitchen wall).

A First Aid Kit is located in the kitchen behind the door. Individual Eye Wash sachets are located in the First Aid Kitor from the reception desk in the foyer. The Hirer must report all accidents involving injury to the public to the Community Centre Officer as soon as possible and complete the relevant section in the Church Crookham Community Centre Accident Book (located in the kitchen). Any failure of equipment belonging to the Centre must also be reported as soon as possible.

- Certain types of accident or injury must be reported under the Health and Safety Executive (HSE) RIDDOR guidelines. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

The procedure requires the “responsible person” to submit an official RIDDOR report online to the HSE within strict time limits. If in any doubt please contact the Community Centre Staff.

22. Explosives and flammable substances

The hirer shall ensure that:

- a. Highly flammable substances are not brought into or used in any part of the premises.
- b. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Church Crookham Community Centre Administrator(s). No decorations are to be put up near light fittings or heaters.
- c. Decorative candles (incl. tea lights), smoke machines, indoor fireworks and similar items are not permitted. Birthday cake candles may be lit but should remain alight for the minimum amount of time possible under supervision.
- d. No gas canisters or naked flames are to be used anywhere inside or in the immediate surrounding of the Community Centre.

23. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Church Crookham Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

24. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Church Crookham Parish Council. No animals whatsoever are to enter the kitchen at any time.

25. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of Church Crookham Parish Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

26. 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.

27. No alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Church Crookham

Community Centre Administrator(s). Any alteration, fixture or fitting or attachment so approved shall at the discretion of Church Crookham Parish Council remain in the premises at the end of the hiring. It will become the property of Church Crookham Parish Council unless removed by the Hirer who must make good to the satisfaction of Church Crookham Parish Council any damage caused to the premises by such removal.

28. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

29. Coaching/teaching

All bookings of a coaching/teaching nature are taken on the understanding that an appropriate coaching/teaching qualification from a recognised sport or coaching body or association is in place. Church Crookham Parish Council reserves the right to scrutinise such qualifications and copies must be provided on request.

30. Return of Deposit

At its sole discretion, Church Crookham Parish Council shall be entitled to withhold repayment of the specified deposit in the event that the Hirer fails to meet the Hirer's obligations under the Terms and Conditions of Hire.

The Church Crookham Parish Council will endeavour to return deposits in a timely manner after the Hirers booking. Withholding such deposit shall not preclude Church Crookham Parish Council from seeking such damages from the Hirer as may be appropriate for any breach of the Conditions of Hire. Reasons for the non-return or partial return of a deposit include (but are not limited to):

1. If the Community Centre is not left clean and tidy after hire
2. If the Community Centre is not vacated on the time specified in the Hire Agreement between Church Crookham Parish Council and the Hirer
3. If any damage is incurred at the community centre
4. If additional rooms are used that are not specified in the hire agreement
5. If rubbish is not removed in line with hire agreement

31. VAT status of Hire Fee for eligible bodies

Certain charities may be eligible to dis-apply the option to tax for hire fees for the Church Crookham Community Centre, where the use is intended solely for a relevant charitable purpose (Paragraph 7, Schedule 10 of the VAT Act 1994). In such circumstances, Church Crookham Parish Council requires that the charity provides written confirmation of its eligibility and intended use in advance of making the booking. The Parish Council may refuse to accept a booking if it would adversely affect the option to tax on the community centre. The charity also agrees to pay a further fee in addition to the Hire Fee, equivalent to the value of any irrecoverable VAT incurred by Church Crookham Parish Council.

32. Data Protection

Church Crookham Community Centre and Church Crookham Parish Council will use and store your data for hall hire processing and class promotion only. Please see the website for the Church Crookham Parish Council privacy statement. www.churchcrookham.org.uk or visit Church Crookham Parish Council offices for a copy.

33. Outside Public Spaces

Note that all open spaces surrounding Church Crookham Community Centre are public spaces and are not covered by the Hire Agreement or these Terms & Conditions.

34. End of hire

The Hirer shall be responsible for leaving the premises at the end of the agreed hire period and ensuring that the premises and surrounding areas are left in a clean and tidy condition including the taking away of ALL Hire generated rubbish. A charge for disposal of rubbish is applicable. If helium balloons are used on the premises, they must be securely fastened down and removed after the event. A charge is applicable for the removal of any helium balloons in Oak Hall.

The premises must be properly locked and secured (unless directed otherwise by a member of Church Crookham Parish Staff) including windows and ALL exit doors to the premises. Any contents temporarily removed from their usual positions should be properly replaced, otherwise the Community Centre shall be at liberty to make an additional charge. In the event of failure to do so, the Hirer shall pay, on demand, the amount of any resulting losses or cost without prejudice to any other rights or remedies available.

Please exit the building by referring to the 'Hirer Checklist' document.

If you have any comments you would like to make relating to the hire of the hall or room, contact the Community Centre Officer during office hours.

Church Crookham Community Centre – Fire Safety Information

1. Responsibility

The Hirer (or an authorised deputy, if appropriate) must be in attendance at all times and is responsible for ensuring that fire instructions are adhered to for the duration of the function/activity and are made known to their group/guests.

2. Entering/Leaving the Building

For bookings that take place when there are no office staff on site, the Hirer(s) will be able to use a card access system to enter the building. In some circumstances Hirer(s) may be asked to lock the building and set the alarm. In all circumstances, upon using the building, the Hirer must:

- Ensure that fire exits and escape routes (see evacuation plan attached – Appendix i) are left unobstructed.
- That fire exits and escape routes are closed and secured.
- That fire doors are not left wedged open.
- That any electrical appliances (excluding the fridges and the water boiler) have been turned off.

3. Action to be taken on discovering a fire, detecting smoke or a smell of burning

1. Raise the alarm by pushing the nearest fire alarm point. These are located at every fire exit.
2. Evacuate the Centre in an orderly manner, using the appropriate exits.
3. Ensure that the kitchen and toilet areas are checked for people and that internal fire doors are closed (assuming it is safe to do so).
4. Assemble your group at the Fire Assembly Point at the front of the building by the car park.
5. Alert the Fire Service by dialling 999 and giving the Centre address details:

**Church Crookham Centre
Boyce Road
Crookham Park
Church Crookham
GU52 8AQ**

An emergency phone located in the kitchen is available to use to call the emergency services.

If there are disabled or vulnerable person(s) attending the Hirer(s) group, then a Personal Evacuation Plan (PEEP) should be in place. The PEEP is the Hirer(s) responsibility to write and to keep up to date.

4. Alert the Centre Administrator(s) on one of the following numbers:

- Wayne of Apple Clean – 07748 825132

5. Await the arrival of the Fire Service provide as much information to the fire service as possible

If trained to do so, attempts may be made to extinguish the fire using the appropriate extinguisher(s).

However, at no time should anyone's life be put in danger and priority should be given to evacuating the centre.

CHURCH CROOKHAM
PARISH COUNCIL

