

# General Rules and Conditions for the hire and use of GUV Facilities

The Hire Agreement and the 'General Rules and Conditions of hire and use of GUV Facilities' represent the complete contract between the Hirer and the GUV CDT. No variation to the conditions shall be valid unless they are in writing and signed by the Administrator of the GUV CDT.

The use of the GUV Facilities is subject to the following rules and conditions and all Hirers/Users must ensure that they are complied with:

## 1. Applying to use the GUV Facilities

a) Application for use of the GUV Facilities should be made to:

Contact: Trust Administrator

Address: Grand Union Village Community Facilities,

Weaver House, 6 Higham Mews, Northolt,

Middlesex, UB5 6FP

Email: administrator@guvcommunity.org.uk

Tel: 0208 845 8518 Fax: 0208 845 8769

#### 2. Use of the Premises

- a) GUV Facilities are intended to provide a place where residents, stakeholders, local voluntary and community groups can meet together for social, recreational and community purposes.
- b) The GUV CDT reserves the right to refuse any application for the use of the GUV Facilities in the event of flood, fire or other health and safety issues.
- c) The GUV CDT reserves the right to cancel bookings in exceptional circumstances beyond their control (as above).

- d) GUV CDT or delegated staff are to be allowed access to GUV Facilities at all times during the period of hire.
- e) GUV Facilities should not be used for any purpose other than that stated on the 'Application to Hire GUV Facilities' form.
- f) GUV Facilities may not be licensed for the sale of alcohol on a regular or permanent basis.
- g) All users are to leave the premises quietly with consideration for the residents who live around the GUV Facility and are also required to conform to the Code of Behaviour, which is displayed in the building.
- h) Hirers must ensure that their visitors request entry by pressing the buzzer for the CDT Function room ONLY and NOT residents' buzzers. Hirers must also ensure that the front door is not propped open. This is a security door and must be left closed at ALL times.

## 3. Equal Opportunities

- a) GUV Facilities is open to all members of the community regardless of race, gender, sexuality, age, disability or religious beliefs, and hirers/users shall not discriminate against any individual or group in any activity taking place there.
- b) The Code of Behaviour governing use of GUV Facilities must be adhered to at all times.

# 4. Hours of Opening

a) GUV Facilities are available for use between the hours stipulated on your hire agreement. Hirers must allow sufficient time to set up and to clear up within the hire period. This should not extend beyond the hours of opening (8 am to 10 pm). If it extends more than 30 minutes beyond the hire period, a fine will be levied.

#### 5. Hire of GUV Facilities

Use of GUV Facilities is subject to payment of both a hire fee and returnable deposit as detailed in 5a & b.

#### a) Hire Fee

The hire fee must be paid in full when invoices are received. We do not accept credit cards and the preferred method of payment is via BACS transfer.

#### b) Cancellation

If the Hirer wishes to cancel the booking with less than 7 days notice and a replacement booking cannot be made, the question of the repayment of the hire fees will be at the discretion of the GUV CDT.

c) In the event of your booking being cancelled by the GUV CDT (in accordance with rule 2 b and c), all fees) paid by the Hirer will be refunded.

## 6. Maximum Capacity

- a) The GUV Facilities have a maximum capacity of:
  - Training Room (Mitchell) 90 standing or 45 seated
  - Training Room (Port) 75 standing or 40 seated
  - Main hall 110 standing or 72 seated

On no account should this number be exceeded.

#### 7. Insurance

- a) All other Hirers/Users of the GUV Facilities are responsible for making arrangements to insure against any third party claims which may lie against her/him or her/his organisation whilst using the facilities.
- b) The Hirer must take full responsibility for securing appropriate insurance to cover injury, theft or damage of property belonging to themselves, GUV CDT or members of the public and to cover death or injury of persons in the building during the period of hire except such as may be caused by the negligence of GUV CDT, its staff or agents.
- c) Those hiring/using the GUV Facilities on a regular basis will be required to show proof of insurance cover and maintain this policy before hire/use is approved.

#### 8. Children and Young People

- a) GUV CDT wishes to give all possible assistance to individuals and groups wishing to use the GUV Facilities for work with children and young people and with their parents.
- b) To safeguard the wellbeing of children and young people, it is the responsibility of all users of the GUV Facilities to make every effort to ensure that children and young people receive all necessary care and attention, and are protected from coming to any harm.
- c) All work with children under the age of 16 must comply fully with the requirements of The Children Act 1989 (or such further legislation as may be enacted from time to time) and/or, where applicable, with the Home Office Code of Practice 'Safe from Harm'. Only fit and proper persons should have access to young children, and such persons must at all times be in attendance upon young children who are on the premises. Any conditions required by the Social Services Department must be fully complied with.

# 9. Safety Requirements

All conditions attached to the granting of any Public Entertainment Licence, stage play or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building, and the policies or insurance relating to it and to its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, or in front of Emergency exits, which must be immediately available for free public access;
- b) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- The Fire Brigade shall be called to any outbreak or fire, however slight, and details of the occurrence shall be given to the GUV CDT as soon after the incident as possible;
- d) Performances involving danger to the public shall not be given;
- e) Highly flammable substances shall not be brought into, or used, in any part of the GUV Facilities. Please see guidance re; helium balloons.
- f) No unauthorised heating appliances may be used in the GUV Facilities;
- g) The GUV CDT must be informed of any accident or injury occurring on the premises. An accident book will be kept in the office.
- h) A First Aid Box is available to all users of the GUV Facilities and is located in: the kitchen and the office;
- i) All electrical equipment brought into the building shall comply with the, Electricity at Work Regulations 1989, GUV CDT disclaims all responsibility for any claims and costs arising from any such equipment that does not comply;
- j) GUV CDT disclaims all responsibility for any claim and costs arising from any articles or equipment introduced by the Hirer.
- k) Fireworks are not allowed in or around the GUV Facilities.

## 10. Supervision

- a) The Hirer or person in charge of the activity may not be under 18 years of age. Where relevant, hirers must ensure that there is an appropriate ratio of staff to children.
- b) S/he must be present at the GUV Facilities during the entire period of hire. S/he will be responsible for supervision of the building and its contents, ensuring its safety from damage or change of any sort, and the behaviour of all people using the GUV Facilities. This will include proper supervision of car parking

arrangements so as to avoid obstruction of the highway and all duties involved in the cleaning of the facility after hire.

- c) The person in charge shall not be engaged in any duties that prevent him/her from exercising general supervision.
- d) All persons in charge or on duty will be informed of the procedure for evacuation of the GUV Facilities and will be made familiar with the fire-fighting equipment available by the keyholder.

## 11. Alcohol and Drugs

# a) Alcohol

Alcohol may not be bought or sold at events in the GUV Facilities at any time. If your booking will involve the consumption of alcohol please discuss this with the GUV CDT first.

## b) **Drugs and Substance Abuse**

The sale, dispensation or consumption of illegal drugs is not permitted and any such acts will be notified to the appropriate authorities; any instances of substance abuse will be treated similarly.

# c) Smoking

The GUV Facility is subject to the No Smoking legislation which came into force on 1st July 2007.

#### 12. Licences

a) The hirer/user is responsible for obtaining any licenses necessary in connection with the booking, (other than those already held by GUV CDT) and for observing all regulations relating to the premises stipulated by the local authority, the Fire Authority or others.

#### 13. Betting, Gaming and Lotteries

- a) No activities organised by hirers at GUV Facilities should contravene the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in GUV Facilities shall ensure that the requirements of the relevant legislation are strictly observed.
- b) GUV Facilities must not be used for any illegal purposes or for any purpose that might offend public taste.

#### 14. Stage Plays

a) GUV CDT must be given four weeks notice of a stage play production, so that the appropriate licence may be obtained from the local council.

## 15. Recorded Music Licence & Performing Rights

- a) It is the responsibility of any hirer who uses recorded music to check whether a licence from Phonographic Performances Ltd (PPL) is required and, if so, to obtain one. GUV CDT will not be able to issue one.
- b) There shall be no infringement of performing rights. It is the responsibility of the hirer to obtain a Performing Rights Licence where public events etc. requiring this licence are held.
- c) The hirer must comply with all the Performing Rights Society and PPL regulations and supply any relevant information pertaining to this as requested by the GUV CDT.
- d) The hirer will indemnify GUV CDT against any breach of copyright during the hire.

# 16. Storage

a) Permission must be obtained before goods or equipment are left or stored. It is the responsibility of the user/hirer to ensure all goods and equipment stored at GUV Facilities are fully insured at his/her own expense. Any goods left without agreement will be disposed of after 3 days.

# 17. Loss of Property

 a) GUV CDT cannot accept responsibility for damage to, or the loss or theft of, property and effects.

## 18. Car Parking

a) Cars must not be parked so as to cause an obstruction to our neighbours.
 Users of GUV Facilities must avoid undue noise on arrival and departure.

## 19. Nuisance and Noise

- a) Rubbish must not be left in or outside the GUV Facilities, and should be placed in plastic refuse sacks and taken to the refuse bins situated on the Ground Floor of Weaver House by the lift entrance and disposed of in the bin store. If the facilities or outside areas are not left in an acceptable condition the GUV CDT reserves the right to levy a fine
- b) No dogs except guide-dogs for the blind, hearing dogs or assistance dogs are allowed inside the GUV Facilities.
- c) No chewing gum is to be brought onto the premises.
- d) Hirers and organisers of events in GUV Facilities are responsible for ensuring

the noise level of their function does not cause inconvenience to occupiers of nearby properties. Specifically, noise should not exceed 40dB (a) as measured at one metre from the facade of any residential dwelling. Hirers are advised that the GUV Facility has a Sound Limiter fitted – therefore if the noise level in the hall reaches (approximately) 87db (a) the Sound Limiter WILL be activated and power will be lost to the area in use. IF THIS OCCURS THERE WILL BE A FINE LEVIED BY THE GUV CDT.

Please note that the GUV CDT does not allow bass boxes or 'bins' to be used and the hirer is responsible for ensuring that the speakers used at the booking are suitable for the size of the room taking into consideration the Sound Limiter level referred to in 19(c).

- e) During the period of hire ALL doors should remain closed for the purpose of security and noise reduction. The Multi-use Room (Main Hall) has a video entry system located in the bar area which should be used for the purpose of access for hirers and their guests.
- f) Windows are to be kept closed.
- g) Adhesive tape and/or pins may not be used to put up decorations, notices etc. please use White Tac only which can be supplied at a cost.

## 20. Supply of Food and Drink

- a) GUV Facilities are not registered as food premises and therefore food and drink cannot be prepared on the premises for sale.
- b) The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations. (Please ask the GUV CDT for further details).
- c) The hirer must ensure that any food taken onto the premises has been properly prepared, stored and served using guidelines set by Food Safety regulations. GUV CDT, is not liable for the death of, or illness of any person consuming food on the premises.
- d) The hirer is expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.

#### 21. Cleaning and Security

Please be reminded that, as per 5a, if the cleaning is not carried out to an acceptable standard the GUV CDT reserves the right to retain the deposit

Users and hirers are responsible for:

a) Clearing away all rubbish, food, equipment, etc.;

- b) Wiping and mopping up all spillage's in the kitchen, hall, lobby area and toilets;
- c) Sweeping floors of all areas used including the kitchen, hall, lobby area and toilets;
- d) Closing all windows and doors;
- e) Switching off all lights (with the exception of the cupboard adjacent to the hall and lobby area);
- f) Returning all furniture to its original position and room if removed for the hire; chairs must not be stacked more than 5 in a tower.

# The GUV Facility <u>must</u> be left as found.

# 22. Damage

- a) The Hirer shall indemnify GUV CDT for the cost of repair of any damage done to any part of the property including the structure and contents of the building during, or as a result of a booking.
- b) The Hirer will be charged for the full cost of any repair, replacement or additional cleaning that arises as a result of her/his hire/use of the GUV Facilities. This will be charged as part of your monthly invoice.
- c) GUV CDT accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirers intended use.

# 23. Sport, Coaching & Educational Activities

- a) All bookings of a coaching/teaching nature are approved on the understanding that the appropriate coaching qualifications from the recognised sport or coaching body or association are in place. GUV CDT reserves the right to inspect such qualifications and any due diligence.
- b) All bookings of an educational nature are approved on the understanding that the appropriate teaching qualifications from a recognised institution are in place. GUV CDT reserves the right to inspect such qualifications.
- c) When sporting activities are being conducted appropriate footwear must be worn.

If you have *any* questions about the general rules and regulations please do not hesitate to contact the GUV CDT on the above details.