

Rottingdean Whiteway Centre

RWC IS A 'NO SMOKING and NO VAPING' AREA

Rottingdean Whiteway Centre- Conditions of Letting for Hirers

PLEASE KEEP FOR REFERENCE

This confirms the details of your booking. Please pay fees as indicated.

There are extra conditions which apply to Single Use Hires which are set out in para 3.3-3.4

This agreement is between the ROTTINGDEAN WHITEWAY CENTRE of Whiteway Lane, Rottingdean BN2 7HB, Charity number 2649853 and acting by the members of its Management Committee (RWC) (1) and the Hirer whose details follow (2)

These conditions apply to all hires.

For the purposes of these conditions, the term Hirer shall mean individual hirer or the Social Club who is a member of the User Group; where the Hirer is an Organisation, the Authorised Representative shall be the hirer

1. **Application for Hire**

1. All applications for bookings shall be completed on RWC's web site at <https://www.rwc.org.uk/>, (the web site)
2. Regular bookings from January to December each year may be applied for from June of the previous year.
3. No letting shall be made unless a responsible person completes the Online Booking Form and undertakes to be responsible for the terms of the letting. By agreeing electronically, the hirer confirms that they have read and understood the Rottingdean Whiteway Centre Health & Safety Policy which is displayed on the noticeboard outside the Main Hall and on the web site.
4. RWC reserves the right to refuse an application to use the Centre's facilities if the use by a particular association or individual, in RWC's opinion, presents a risk of public disorder or of alienating other Centre users.
5. RWC reserves the right to refuse a booking without notice and without giving any reason or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer. Upon such notice being given, the hirer shall be entitled to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to RWC who shall not be liable to make any further payment to the hirer.
6. In the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired, RWC shall not be liable to the hirer for any resulting loss or damage whatsoever.

2. **Letting Periods**

1. Letting Sessions will normally be from 9.00am to 1.00pm; from 2.00pm to 5.30pm and from 6.00pm to 10.00pm. Evening bookings will only be extended beyond 10.00pm to 11.30pm by approval of RWC. Two weeks' notice of such extension is required from the hirer and an additional charge of 50% of the session charge will be made. The hall must be completely vacated by the time shown on the Booking Form. If a hire covers more than one letting session, all the relevant letting sessions must be paid for in full even if only partially used.

3. **Letting Fees**

1. Regular users

Regular Users shall pay the letting fees in 30 days in advance of the start of a booking. Invoices are available on the website.

2. There will be no letting fee for functions entirely in aid of the Whiteway Centre.

3. Single Use Hires

In the case of Single use hires, the following conditions shall apply.

The hire charge for the Centre's facilities will be notified on the website. The full hire charge and including a party deposit – if charged – must be paid not less than 30 days before the date required. RWC reserves the right to re-let the Centre if the fee is not received 30 days before the function. Bookings will be regarded as provisional only until they are paid for.

4. In addition to para 3.3, a further deposit of £100 is required for parties; this will be returned if the premises are left in good order with no damage or loss having been caused to the premises and/or contents or adjoining premises, nor complaints made to us about noise or other disturbance during the period of the hiring because of the hiring and all other conditions of letting have been fulfilled. All rubbish must be bagged and taken away by the hirer. The cost of any additional cleaning and rubbish removal, other than that usually undertaken, will be deducted from the deposit.

4. **Hirers' Responsibility**

Hirers of each of the four Rooms are advised that the maximum numbers allowed at all functions, in accordance with Health & Safety requirements are on the website. You agree not to exceed the maximum permitted number of people per room including the organisers / performers. It is the responsibility of the hirer to ensure that chairs are arranged so that there are gangways at the end of each row and in the middle of each row.

1. THE HIRER OR A NAMED RESPONSIBLE ADULT MUST BE PRESENT ON THE PREMISES AT ALL TIMES THROUGHOUT THE HIRE PERIOD.
2. Hirers of the Centre shall be responsible for the safe exit from the building in case of a fire or other emergency, Fire Exits must be always kept clear inside and outside the building.
3. If you are using the Centre at night, you are responsible for checking that a) you are the last user of the building b) no one else remains in the building, including toilets and kitchen, and c) the front door is fully closed and double locked.
4. The heaters in the Main Hall and Youth Hall have on/off switches. The Management would prefer them not to be touched but if a user switches any heater on or off, they must reverse the process before they leave their event.

5. Nuisance, noise or other disturbance to neighbouring residents and other users of the Centre is not acceptable.
6. The Hirer shall, if preparing, serving or selling food observe all relevant food hygiene legislation and regulations.
7. Any damage done to the building, furniture or equipment shall be the responsibility of the hirer and paid for by the hirer. Any such damage shall be reported TO THE LETTING SECRETARY
8. The hirer is liable for costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents.
9. Hirers shall not sub-let or use the Centre for any unlawful purpose or in any unlawful way, or do anything or bring into the Centre anything which may endanger the Centre or any insurance policies relating to the centre. In particular, the hirer must secure and lock the Centre if there are no other users in the building.
10. Electric heaters provided by the Centre which have been PAT tested may be used. Other heaters may not be brought into the Centre. Additional electrical equipment, e.g. sound systems, projectors brought into the Centre, are the responsibility of the hirer. Any such equipment must have a current PAT test certificate.
11. There is a NO SMOKING AND NO VAPING policy throughout the Centre at all times. Smoking is permitted in the car park area by the road but is NOT permitted in the courtyard behind the Main Hall. It is the hirer's responsibility to ensure this policy is enforced. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to risk causing a fire.
12. The Hirer shall indemnify the Trustees and RWC and staff of the Rottingdean Whiteway Centre (RWC) against all actions, proceedings, claims and demands brought against or made against RWC in respect of any loss damage or injury sustained by any person during the period of the letting and arising out of the letting, except insofar as it is proved that RWC was negligent.
13. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). It is the joint responsibility of the hirer/person in charge of the user group and the letting secretary/chairman to complete the RIDDOR form F2508IE on line at <https://www.hse.gov.uk/riddor/report.htm> and report major accidents or any near misses.

The following major injuries or incidents must be reported on RIDDOR forms:

- ☐ Fracture, other than to fingers, thumbs or toes
- ☐ Amputation
- ☐ Dislocation of the shoulder, hip, knee or spine
- ☐ Loss of sight (temporary or permanent)
- ☐ Any penetrating injury to the eye (including chemical)
- ☐ Injury from electric shock/burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- ☐ Any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or requiring admission to hospital for more than 24 hours.
- ☐ Unconsciousness caused by asphyxia or exposure to harmful substances or biological agent.
- ☐ Acute illness requiring medical treatment or loss of consciousness arising from absorption of any substances by inhalation, ingestion or through skin.
- ☐ Acute illness requiring medical attention which may have resulted from a biological agent or its toxins or infected material.

5 Insurance

1. RWC cannot accept any responsibility for damage to, or the loss or theft of the Centre users' property and effects left in the Centre, and are not insured for the loss of such articles.
2. The Trustees of RWC will not accept liability to Hirers or Third Parties in respect of any accident of any kind resulting from the specific use of the building by an organisation or other hirer. All hirers must have their own insurance against risks appropriate to their hire. (RWC holds public liability insurance and therefore is insured against any claims arising out of its own negligence).
3. The Hirer must report all accidents involving injury to RWC as soon as possible, using the forms in the book in the First Aid cupboard in the main kitchen. Once filled in the completed page must be given to RWC's secretary: it must not be retained in the Accident Book.
4. Any failure of equipment belonging to the Centre must be reported by email.

6 RWC Approval Required

1. Approval of the RWC is required for notices, posters, or other means of advertising meetings etc., which the hirer wishes to exhibit on the premises. All submissions shall be made to the Lettings Secretary.
2. The sale of articles in the Centre is subject to the approval of RWC. 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.
3. Alcoholic drinks can only be sold by someone having the appropriate licence required by Law.

7 Licences required and compliance with Statutory Regulations

1. By virtue of the Licensing Act 2003 (Descriptions of Entertainment) (Amendment) Order 2013, a Community Premises Licence is not required.
2. If a Temporary Event Notice (TEN) is required for this hiring, we require you to give notice of a TEN. If you fail to comply with this, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.
3. Certain types of public performances, involving commercial sound and/or video recordings, require a licence. For further information and licence application, contact: Phonographic Performances Ltd, 1 Upper James Street, London W1F9DE Tel: 020 7534 1000. Website: www.ppluk.com Email: info@ppluk.com and it is the responsibility of the hirer to ensure that the necessary requirements have been fulfilled or there may be a copyright infringement. The Centre holds a Performing Rights Society Licence.
4. 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.

5. The hirer shall ensure that any activities for children under eight years of age comply with the provisions of current statutory child welfare legislation and that only fit and proper persons have access to the children. The hirer shall ensure that any necessary Disclosure and Barring Service Certificates have been obtained and are in date.

6. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

8. Health and Safety.

1. Make sure that all emergency exit doors are clear and operating. Fire doors must not be wedged open or obstructed.
2. Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
3. Do not work on steps, ladders or at height until the ladder is properly secured and another person is present.
4. Do not leave portable electrical or gas appliances operating unattended.
5. Do not attempt to move heavy or bulky items (eg stacked tables or chairs)
6. Do not stack more than nine chairs on top of one another.
7. Do not attempt to carry or tip a water boiler when it contains hot water. Leave it to cool.
8. Do not allow children into the kitchen unsupervised
9. Record any first aid materials used in the book located in the First Aid Box.
10. User Groups, Hirers and visitors should make themselves aware of the health and safety features relating to the centre by reading the Centre Health and Safety Information posted on the main Notice Board and on the website.

9. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.