



Worcester Community Trust

Terms and conditions 2024

1. BOOKING

- All our rates and capacity for hire can be viewed on our website <https://www.worcestercommunitytrust.org.uk>.
- To make enquiries about hiring our rooms and facilities please fill out an enquiry form on the website or email Worcester Community Trust's bookings department at booking@worcestercommunitytrust.org.uk or phone 01905 453453 x 101.
- Hirers must be 18 or over and must be authorised to make the booking on behalf of the organisation/group/club if applicable - written proof of authorisation may be requested.
- The Trust reserves the right to refuse a request to hire rooms and facilities at our absolute discretion.
- Access to the centre and room will only be allowed during the times of the booking. Please allow adequate time for setup and close down of the activity within your booked time slot. Failure to vacate the centre on time will result in the loss of deposit and any additional time being charged at twice the hourly rate.
- If you are unable to make the booking on time it is the hirers responsibility to make WCT aware and will still be charged if a minimum of 1 weeks' notice is not given.
- If you are running late for your booked time this does not mean the time will be added to the end of the booking.
- A booking confirmation will be sent to the Hirer via our online booking system. The Hirer must set up an account to accept these terms and conditions.
- All hirers who have opted to be keyholders will need to have completed and signed a copy of the keyholder and fire safety forms before their bookings can begin.
- The person named on the booking (the Hirer) shall be solely responsible for ensuring that all persons connected with the booking/organisation/group/club comply with these conditions and any other directions given and conduct themselves in a proper and correct manner.
- The Hirer shall be responsible for the supervision of the booking(s) and shall ensure that suitably trained or instructed persons are always present, appropriate to the nature of the booking and the numbers attending. The Hirer shall be responsible for ensuring there is adequate and appropriate first aid cover for their activity.
- The premises shall not be used for any other purpose other than the purpose for which they are hired.

- The Hirer shall be responsible for ensuring that the facilities are left in a clean and tidy condition and use their best endeavours to prevent loss of or damage to property of the Trust.

2. PAYMENT

- Bookings for organisations, groups or clubs will require full payment to be made at least seven working days before the first booking, unless there is a prior arrangement in place with your organisation. Bookings for individuals will require full payment to be made at least seven working days before the event.
- Payment can be made by debit/credit card over the phone, by cheque posted to The Green Centre, Gresham Road, Worcester WR2 5QS or via BACS. Cheque payments must be made in sufficient time to reach the Trust's bank account 7 days before the first booking date.
- If payment is not received in time, the booking will be cancelled.
- A refundable deposit additional to any part or full payment made for the booking, may be required at the discretion of the Trust – please note that for party bookings this refundable deposit will always be required at the time of booking. This will be refunded **on request** within seven working days after full payment, or the final booking, providing:
 - No damage is caused as a result of the bookings.
 - The rooms are left in a clean and tidy condition.
 - The rooms are vacated at the time stated on the booking form.
- The deposit may be withheld in part or full dependent on costs incurred. The Trust retains the right to recover any costs incurred in excess of the amount of the deposit. The Trust retains the right to keep the deposit in lieu of any non-payment of the invoiced amount. Any unclaimed deposits after 6 months will be forfeit.

3. CANCELLATIONS

- Cancellation of any or all of the bookings should be made by e-mail to booking@worcestercommunitytrust.org.uk. Cancellation of bookings by the Hirer with less than 7 days' notice will be charged at the full rate. The Trust may, at their discretion, waive this charge.
- Cancellation of bookings on our 3G pitches must be made via email no less than 72 hours prior to the booking to avoid incurring fees.
- Worcester Community Trust reserves the right to cancel or relocate the booking, terminate, or prohibit the use of facilities at its discretion without previous notice to the Hirer. Worcester Community Trust shall not be liable for any loss or expenditure incurred by the Hirer arising out of such termination or prohibition.

4. ALCOHOL

- May not be sold on the premises, for consumption on or off it, unless provided by a personal licence holder or a temporary event licence permitting the sale of alcohol has been obtained, and with the express permission of the Trust.
- Persons in an intoxicated condition, whether by alcohol or prohibited substances, will not be allowed onto, or allowed to remain on the premises.

5. SAFEGUARDING

- The Hirer is responsible for safeguarding and must ensure that their agents and participants adhere to current safeguarding practice during all bookings involving activities with children, young people, and vulnerable adults. This includes the use of photographic or video recording equipment.
- All organisers of activities involving children and/or vulnerable adults are responsible for 'Safeguarding Children and Young People,' and 'Safeguarding: The Disclosure and Barring Service' and WCT reserves the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance with children and/or vulnerable adults who are on the premises for the activities concerned.

6. INSURANCE

- The Hirer shall indemnify WCT against claims for injuries to persons or loss or damage to property arising from the activities of the Hirer. All hirers are advised to secure third party/public liability insurance and, where necessary, employers liability insurance.
- If the hirer is a commercial business (for example, keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of £5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.
- Regular Commercial hirers requiring above shall be asked to confirm the existence of insurance as stated on an annual basis, Dec 31st is to be used as WCT's insurance declaration date.

7. LICENCES

- The Community Centre does **NOT** have a valid TV licence. The Community Centre does **NOT** have a 'Motion Picture Licensing Company (MPLC)' and hirers cannot show motion pictures, cartoons etc.
- The Hirer shall ensure that they hold a PRS for Music Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television or by

performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence.

8. NOISE

- Hirers and organisers of events in the Community Centre are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

9. PROPERTY AND BELONGINGS

- All items of property are brought onto the premises at the owner's risk. Worcester Community Trust accepts no liability whatsoever for any loss of or damage to the property of the Hirer or their agents/participants. Storage is provided at the discretion of the Hub Manager and WCT reserve the right to charge the Hirer for this.

10. SMOKING

- Worcester Community Trust operates a strict no smoking policy throughout its facilities, to be observed at all times.

11. PARKING

- Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Centre. Users of the Centre should avoid undue noise on arrival and departure.
- WCT cannot accept responsibility for damage to, or the loss or theft of, Centre users' property and effects, theft of vehicles and possession.

12. FIRE SAFETY

- Fire exits must not be obstructed in any manner at all.
- It is the Hirer's responsibility to ensure that the fire procedures displayed in the building are verbally communicated to them and they must then communicate these to their guests/clients.
- The Hirer is responsible for making sure all persons know where the fire exits are, location of portable firefighting equipment, location of fire alarms and assembly point.
- The Hirer is responsible for calling the Fire Brigade on 999 should a fire be discovered.
- Fire equipment must be kept in its proper place and only used for its intended purpose.
- In the event of a fire everyone must vacate the building and meet at the assembly point and must not re-enter the premises until it has been deemed safe to do so, and the fire alarm has been switched off.

- It is the hirers responsibility to sign into the visitors folders and to keep a register of all who have attended the booking in case of a fire or evacuation. This will be requested by WCT staff at the meeting point.
- Highly flammable substances will not be permitted on site.
- No unauthorised heating appliances are allowed on site

13. ACCIDENTS

- Hirers are responsible for their own health and safety and the provision of first aid items.
- In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) the Hirer must report all accidents involving injury to the public to WCT as soon as possible, or any failure of equipment belonging to WCT or brought in by the Hirer.
- As certain types of accidents or injury MUST be reported, assistance will be given when making out such a report, should it be required.

14. HEALTH AND SAFETY

- The Hirer, if preparing or serving food, must observe all relevant food health and hygiene legislation and regulations.
- The staff have the right to refuse any article/appliance being brought onto site that is deemed dangerous or offensive.
- If the Hirer is using sub-contractors for such things as catering or music provision, then the hirer is responsible for their conduct. Any damage or liability as the result of the sub-contractor and their actions is the responsibility of the hirer.
- The Hirer must ensure that any electrical appliances brought by them to the premises, and used there, are PAT tested and have an attached safety certificate.
- No decoration will be permitted that will cause damage to the fabric of the premises, for example the use of blue tack or Sellotape on the walls. (The Hirer should note that fly posting in the City of Worcester is not allowed and contravention of this condition may lead to prosecution. Any costs incurred by Worcester Community Trust as a result of flyposting by the Hirer will be levied to the Hirer.)
- Helium balloons are not permitted in large halls with high ceilings. If in doubt, the Hirer should seek guidance from Worcester Community Trust staff.
- Animals will not be allowed onto the premises unless with the express permission of the Trust.
- Permission is not required for registered guide dogs or assistance dogs issued with a ADUK identification booklet.

15. SECURITY

- It is the responsibility of all users to ensure that all exits, doors and windows are secured, and the alarm is set when leaving the building. Any failure to do so will result in a warning being issued with 3 warnings resulting in the booking being cancelled. Any issues preventing the building being secured needs to be reported to WCT immediately.

16. FOOTBALL PITCHES & CHANGING ROOMS

- No cash or card payments can be taken at the KGV centre, all pitch and changing room hire must be paid for prior to the booking through customer services.
- Smoking on the Astro pitches is strictly prohibited. Any persons wishing to do so must leave the pitches and do so in the car park.
- All litter must be taken away at the end of the booking including food packaging and water bottles.
- Only the booked pitch is to be used during the booked time and if it is found another pitch is being used, we reserve the right to charge for this retrospectively.
- All football boots must be removed prior to entering the changing rooms. These may be left in the corridor outside.
- A bin and bag will be provided for litter in the changing rooms and must be used.

17. NO RIGHTS

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