

DANBURY COMMUNITY ASSOCIATION (TRUST) LTD

Sports and Social Centre, Dawson Field, Main Road, Danbury, Chelmsford, Essex. CM3 4NQ

Telephone: 01245 224515 E-mail: members@danburysports.co.uk

APPLICATION FOR HIRE OF FACILITIES

Agreement to hire will be subject to the terms and conditions below and the hirer will agree to accept personal responsibility for the hiring.

Please Note:

- **Under no circumstances must alcohol or any other drinks be brought onto the premises as we have a fully licensed bar & the bar is open to members so exclusive use of the bar cannot be guaranteed.**

Booking and Fees

Payment in full is required on booking including a conduct/damage deposit. The conduct and damage deposit will be returned, subject to the hall being left in a satisfactory condition, within the two weeks following the date of hire. In the event of the DCA cancelling the booking, all fees (including the deposit) will be refunded. Normal opening hours, apart from public holidays are from 9.00am until 11pm daily (midnight on Saturdays). The hours booked and paid for must include the time required for setting up and clearing away. Bookings will only be accepted at the discretion of the General Manager.

Function Rate (Per Hour)	Off Peak (9-5pm)	Peak (5-12)	After Midnight
Sports Hall	£30.00	£40.00	£50.00
<i>(If you want a private bar, extra £40)</i>			
Dawson Suite	£25.00	£32.00	£40.00
<i>Bar Extension (extra £30)</i>			
Old Pavilion	Under 3 hours	£20 per hour	
	Over 3 hours	£18 per hour	

Damage Deposit £50 - £250 depending on purpose and size of hire (paid by Debit or Credit card)

Date Required..... Name.....

Telephone No: (Home)..... (Mobile).....

Purpose of Hire

Address.....

Email address:

Facilities Required.....

Registered in England and Wales No: 4670561. Registered Charity No. 1098742

Registered Office Address: The Sports & Social Centre, Dawson Field, Eves Corner, Danbury, Chelmsford, Essex. CM3 4NQ.

www.danburysports@btinternet.com

Start Time..... Finish Time (to include time for clearing up).....

Bar Closing Time.....

Tables Required.....

Chairs.....

Supervisor 1)..... Tel No.....

2)..... Tel No.....

No of participants..... No of Organisers.....

Do you require access to the Kitchen?

Purpose..... Time.....

Name of caterer (if applicable).....

Is vehicular access required to the rear of the building?.....

SEE SAFETY NOTICE IN PARAGRAPH 9.4 BELOW.

Will any entertainment be used?.....

Details.....

Any additional information.....

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Cancellations/Amendments

Cancellations and amendments must be confirmed in writing and cancellations are subject to cancellation fees including the forfeiture of any deposit where applicable.

Cancellations of more than 120 days notice	25% of the fee contracted
Cancellations between 90 days and 120 days notice	33.3% of the fee contracted
Cancellations between 60 days and 90 days notice	50% of the fee contracted
Cancellations between 30 days and 60 days notice	75% of the fee contracted
Cancellations with less than 30 days notice	100% of the fee contracted

AGREEMENT

DCA (Trust) Ltd agrees to the use of the premises for the purpose of the proposed hire contained in the application above, subject to any agreed variations are set out below.

I, the hirer have read, understood and agree to abide by the conditions of hire regarding the premises and its facilities.

Signature..... Print Name.....

Membership No..... Date.....

TERMS AND CONDITIONS OF HIRE

1. Facilities

Alcoholic drinks must not be brought onto the premises from outside and may only be purchased from the DCA licensed bar(s). Soft drinks can be brought in for children's parties only.

1.1 The DCA will provide a clean and tidy room, with all heating and lighting and use of lavatories (in common with others); furniture and any other facilities, as specified. **Please note: no tables or chairs must be dragged across the floor.**

2. Disclaimer

2.1 The DCA will not be liable for any loss due to any breakdown of machinery or equipment, failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

2.2 The DCA gives no warranty that the premises are legally or physically fit for any specific purpose.

3. Supervision/Safety

3.1 During the period of hire, the hirer is responsible for the premises and protection of its contents, and for the behaviour of all persons using the premises, including proper supervision of car-parking arrangements.

3.2 The hirer must name in advance one person who is to be in charge of the function (the "responsible person"), who may be the hirer. This responsible person must be present for the duration of the function and not engaged in any other duties, which prevent him/her from exercising supervision. Depending on numbers attending, the hirer may need to name other supervisors. The DCA General Manager may advise on an appropriate ratio.

3.3 The hirer must ensure that the responsible person is familiar: -

- with the action to be taken on discovering a fire;
- the location and use of fire-fighting equipment; and,
- that all emergency exit doors are checked to ensure they are unlocked and in working order to allow for instant evacuation.

3.4 The hirer must ensure that all escape routes are free from obstruction and that the emergency lighting is working. All emergency exit doors and the area directly in front of those doors must be kept clear at all times. External areas in front of the exit doors must at all time be kept free of any obstruction.

3.5 In the event of the fire alarm sounding the building must immediately be evacuated in a calm and orderly manner. The designated fire assembly points are in the main car park in front of the DCA building and in the lower car park.

- 3.6 No open fires or candles shall be used on the premises.
- 3.7 No smoking is permitted in any part of the building.
- 3.8 No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved or in any way interfered with.
- 3.9 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the DCA.
- 3.10 The hirer must ensure that any electrical fitting or appliance brought onto the premises will not present a hazard to persons or property. Electrical sockets must not be overloaded and circuit breakers must be used.

4. Capacity of the Halls

4.1 The hirer must state the maximum number of participants in advance. The DCA will advise the hirer if the number exceeds the permissible limit. The limit set for a function will include caterers, helpers and performers and these figures must not be exceeded. The DCA, police, fire service or any authorised person can terminate a function, without refund of hire charges, if the capacity is exceeded.

• Sports Hall without chairs	Maximum	300
• Sports Hall with chairs at the perimeter	Maximum	250
• Dawson Suite without chairs	Maximum	100
• Dawson Suite with chairs	Maximum	80
• Bar/Lounge	Maximum	40

5. Catering

5.1 It is the hirer's responsibility to observe statutory regulations. Attention is drawn to the importance of food hygiene. Statutory hygiene regulations do not permit children less than 14 years of age in the kitchen. If caterers wish to use their own heaters, cookers or portable ovens, permission must be requested in advance. Food must only be prepared in the kitchen.

5.2 The kitchen is not to be used for the preparation or cooking of raw food.

5.3 DCA Staff have access to the kitchen at all times.

6. Licensing and Statutory Regulations

6.1 The hirer is responsible for observing statutory regulations including the rules of the licensing authority and any other public authority.

The hirer must not contravene the law relating to betting, gambling and lotteries and is responsible for ensuring no breaches take place.

6.2 The premises are licensed by the local authority for music and dancing and arrangements are made with the Performing Rights Society to make payment in lieu of royalties for the public performance of copyright music.

6.3 Hirers must give notice at the time of booking if it is their intention to perform music (live or recorded) or to permit dancing. No music or dancing is permitted on the outdoor facilities.

6.4 Noise levels must be contained to a reasonable level at all times and shall not cause a nuisance to other users of the premises. The hirer must reduce the volume of sound if requested to do so by a DCA member of staff.

6.5 All music must end at 12.00 Midnight.

6.6 **Alcoholic drinks must not be brought onto the premises from outside and may only be purchased from the DCA bar(s). Soft drinks can be brought in for children's parties only.**

6.7 Alcoholic drinks may only be purchased by adults over 18 years of age. Proof of ID may be requested at any time.

6.8 All drinking must cease at the end of the booking or the end of permitted opening hours where appropriate.

6.9 No drinks (alcoholic or not) or food may be brought into the changing rooms, showers or toilets.

6.10 No illegal, indecent or immoral activity is permitted on the premises.

6.11 No betting, gambling or gaming is permitted on the premises.

7. Notices and Decorations

7.1 Only the use of non marking material such as White/Blue Tack is allowed on the walls. Pins and adhesive tape are strictly forbidden. Nothing must be fastened to windows or doors.

8 Storage and loss of property

8.1 Permission must be obtained before goods or equipments are left or stored. The DCA cannot accept responsibility for damage to, or the loss or theft of property and effects kept on the premises.

9. Car Parking

9.1 The car parks are administered by the Danbury Parish Council and neither the Council nor the DCA will accept any responsibility for damage or loss to vehicles, or their contents.

9.2 The hirer must ensure that users avoid noise on arriving and leaving the premises.

9.3 Vehicles are not to be parked so as to cause an obstruction or danger.

9.4 The hirer will note that during the summer the Parish Council let out the cricket pitch at the front of the Centre. To prevent possible damage from cricket balls, users of the Centre are strongly advised to use the lower (Mayes Lane) car park during this time if a match is due to take place.

SAFETY NOTICE

ACCESS TO REAR OF SPORTS HALL VIA MAYES LANE CAR PARK

Permission is required to gain vehicular access to the rear of the Centre and a key will be required to unlock the chain barrier. It will be necessary to cross a play area where they may be unaccompanied children. The following precautions must be observed:-

- **Vehicles must cross the basketball court and not the adjacent field**
- **Drivers must be alert to the presence of any person in the area**
- **Vehicles must proceed at walking pace with hazard lights flashing and headlights on.**
- **If a reversing manoeuvre is required a second person should direct the driver. Assistance from DCA staff will only be available if sufficient staff are on duty.**

10. Pets, Bicycles, Wheeled Vehicles and Ball games

10.1 No pets or other livestock are allowed in the halls, with the exception of trained guide dogs for the blind. No bicycles are allowed in the hall. No wheeled vehicles, other than wheelchairs for the disabled, are allowed in the hall. No ball games are permitted in the Dawson Suite.

11. Use

11.1 The hirer agrees not to sublet the hire.

11.2 The hirer must not use the premises in any unlawful way or do anything or bring anything into the premises which may endanger any person or DCA property.

11.3 The hirer must ask advance permission to sell goods on the premises. Consent, if given, will be subject to compliance with trading legislation and local authority byelaws.

11.4 The hirer is responsible for the following:

- Setting out furniture/equipment as required.
- Protecting the floor as required and clearing up spillages as they occur.
- After use tables must be wiped clean and put away.
- Chairs and tables must be stacked neatly.
- The hired area must be left, as it was found and clear of all rubbish.
- The toilet areas must be left in a clean and tidy condition.

11.5 A hirer of the football pitches, changing rooms and the Sports Hall must ensure that studded, spiked or players inside the building do not wear black-soled sports footwear.

Damage to floors and floor coverings arising from this may result in additional charges for the hirer and the possible refusal of further use of the Centre.

12. Damage and Insurance

12.1 DCA public liability insurance provides cover only against incidents arising from acts or omissions of the DCA or its staff. It will not indemnify the hirer against any claim made against the hirer arising from the hire. Hirers are responsible for their own assessment of risk and should, in their own interests, consider whether additional insurance cover is necessary.

12.2 The hirer must ensure that any caterer or entertainer has appropriate public liability insurance.

12.2 The hirer must indemnify the DCA for the cost of repair for any damage done to any part of the premises including the contents of the premises as a result of the hire. The total value will be deducted from the damage deposit and the hirer will be liable for any additional loss. Damage includes, but is not limited to:

- Damage to decoration
- Dislodging of ceiling tiles in the sports hall
- Damage to fixtures and fittings
- Damage to floors and carpets
- Additional cleaning costs

13. At the Conclusion of Hire

13.1 Use of the premises and facilities is subject to the hirer accepting responsibility for leaving the premises, equipment and surrounds in a clean and tidy condition, and returning furniture and equipment to their original position.

14. Changes to Terms and Conditions

14.1 These terms and conditions are subject to review from time to time and may be varied or changed by the DCA.