

Charlbury Community Centre

Terms and Conditions for use

General

- Charlbury Community Centre** (“the Centre”) is run by The Thomas Gifford Trust, a Charitable Incorporated Organisation, registration number 1155669 (“the TGT”, “we” or “us”) as a non-profit-making facility for the benefit of the people of Charlbury and the surrounding area. The Centre facilities include the sports hall, the Thomas Gifford Room, the café area and Charlbury Library. All of these spaces are available for hire.
- Your agreement to our terms and conditions.** By booking or using any part of the Centre for any sport or activity, either individually or on behalf of a group, club, school or any society, you are agreeing to these terms and conditions. They are available on our website here: (<https://www.charlburycommunitycentre.org.uk/terms-conditions-policies/>) or can be requested from the Centre reception. We may amend these terms and conditions from time to time.

Terms and conditions for the use of the Library during Library opening hours can be obtained from Oxfordshire County Council’s Library Service.
- Hours of opening.** The Centre’s opening hours will be displayed on the website and on notices in the Centre.
- We reserve the right to cancel** any sport or other activity at any time, should we need to do this. We will try to give you as much notice of this as possible, and will refund you any fee paid. We will not be liable for any other expenditure or loss caused by a cancellation.
- Your Liabilities.** The person or club official who makes a booking to use the Centre’s facilities is liable for any damage caused to equipment or to the Centre itself, both internally and externally. This excludes fair wear and tear. Any loss or damage to fixtures, fittings or Centre property must be reported to the Centre Manager or a member of staff immediately. **The person or club official who makes a booking is responsible for ensuring all COVID-19 advice and guidelines issued by government, NHS, relevant sporting bodies and the Charlbury Community Centre are followed.**
- Accidents and Incidents.** If you or any of the people in your group have an accident or incident, you must report it to the Community Centre reception desk as soon as possible so that we can record it and take action if needed.

7. **Consideration for other users and local residents.** Please leave the booked areas clean and tidy. When using any facilities, and when leaving the Centre, please keep noise levels to a minimum. This is especially important when leaving in the evenings.
8. **You are responsible for** all your possessions while you are at the Centre. We do not accept any liability for any loss or damage.
9. **Photography and filming.** Please do not take photographs, or make films or sound recordings inside any part of the Centre, unless by prior arrangement, and with the Centre Manager present. You may not grant broadcasting rights for such recordings without the prior consent of the Centre Manager, who may impose conditions with which you must comply.
10. **Parking** outside the Centre is very limited, and is on a “first come-first served” basis, so we cannot guarantee you a space. Parking in our spaces is at your own risk, and we cannot accept liability for any loss or damage to your car or possessions inside it. Please note that parking is not permitted in the designated ‘Vendor Space’ after 4 pm, or in any spaces designated for use by the Centre and Library staff.
11. **Free Wi-Fi** is available for your use at the Centre. We do not accept liability for any loss or damage that you may incur whilst using the Centre Wi-Fi system, or for illegal downloads or other misuse.
12. **Footwear and clothing.** You should wear appropriate clothing and footwear for your activity. Users of the sports hall must wear clean gym shoes or trainers with non-marking soles at all times. Wearing outdoor sports footwear or studded footwear is not allowed anywhere in the Centre; shoes with stiletto heels are not allowed in the sports hall or in The Thomas Gifford Room. Roller skates, roller blades or skateboards may not be used inside the Centre building.
13. **Food and drink.** Only food and drinks purchased at the Centre café may be consumed on the premises. Drinking water, in non-breakable containers, may be taken into activity areas. No other drinks or food/sweets should be taken into activity areas or the viewing area of the sports hall. Any water spillages should be cleared up before activities resume.
14. **Alcohol and drugs.** We may ask anyone who appears to have been drinking excessively to leave the Centre. This also applies to anyone who appears to be under the influence of drugs or other illicit substances.
15. **Bad behaviour.** Aggressive, violent or other unacceptable behaviour towards our staff or other users of the Centre will not be tolerated, and instigators will be barred from using the Centre. This applies to the whole Centre, including outside areas such as the forecourt, the parking area and the rear patio. Since “heat of

the moment” incidents can flare up in sports, it is the responsibility of the team/group leader to manage these promptly and effectively.

16. The Centre is private property, and the Centre Manager and other members of staff have the authority, while exercising their reasonable discretion, to require anyone to leave the Centre immediately.
17. **Insurance.** Please ensure that your insurance policy covers you for any activities that you or your group/club members undertake at the Centre.

Data privacy

18. Any information that you provide about yourself, children for whom you are responsible, or your organisation will only be used for our own administration purposes, and to inform you of any relevant news about us, or your sport or other activities available at the Centre. Any data collected may also be used anonymously to compile statistics on usage of the facility for use by sports funding bodies. Any emergency contact, health or other relevant information is requested only for use to assist in emergencies, and does not imply any specific expertise or liability by the Centre or its staff in relation to such information. We are registered with the Information Commissioner’s Office under the Data Protection Act.
19. We monitor the premises internally and externally with closed-circuit television (CCTV). This is for safety and security reasons. We will store the recordings securely for an appropriate length of time. Again, we are registered to do this under the Data Protection Act.

Registration and booking

20. There is no requirement for membership of the Centre, but you will need to register to make online bookings. To register, you will be asked to create a password. You must keep this password confidential and must not disclose it to or share it with anyone else. You will be responsible for all activities and bookings that occur or are submitted under your password. If you know or suspect that someone else knows your password, you should change it immediately.

If we have reason to believe that there may have been a breach of security or misuse of the booking site, we may require you to change your password or we may suspend or disable your account.

21. Payment for the use of facilities, whether casual or block booked, will be required in full and in advance of use. All fees are charged at the time of booking (to

validate the booking), either by major credit or debit card, or by cash or cheque at the reception desk. The Centre operates an online booking system, which will give you a clear picture of which facilities are available on any given day. Alternatively, bookings can be made by telephone or at the reception desk. We cannot accept email bookings.

22. Bookings can only be accepted from adults (over the age of 18), who will be responsible for properly supervising any children they have booked, and must not leave such children unattended. Alternatively, arrangements can usually be made for Centre staff or volunteers to provide supervision, for which we normally need 48 hours notice.
23. **Cancellations.** For block bookings, we ask you to give us at least seven (7) days notice of cancellation, so that other users can book facilities. For individual bookings, you must give us a least 24 hours notice of cancellation. If you do not give us notice of cancellation as set out here, we cannot issue a credit note.

This condition also applies to “no show” situations when insufficient people turn up for a game or other activity.

24. All bookings are on a “first come-first served” basis. If there is a clash of bookings, the Centre Manager has the authority to make a decision. Since some time slots for certain facilities are fully booked in advance by local schools or clubs, we recommend that you check online before travelling to Charlbury.
25. Set-up time is included in your booking time. The booked time includes any equipment set up/stowing away time. Where equipment is provided, the Centre Manager/designated staff will give appropriate instruction in equipment handling/set up and storage. Thereafter, hirers will be responsible for the safe setting up and safe and tidy stowing away of any equipment used.

Health and safety

26. **Child and vulnerable persons protection.** The Centre has a strict Safeguarding policy in place, as well as a Diversity policy. These can be viewed on our website or on request at reception. If you (or your organisation) are working with, or are supervising children or vulnerable adults (except your own family members) it is your responsibility to obtain DBS clearance. We will not accept any liability arising from your failure to do this.
27. **Public notices.** Please observe all the health and safety and house rules notices posted in the Centre, which are there for your guidance and protection.
28. **Fire and Emergency procedures.** You must ensure that all persons using the Centre within your group, or for whom you have responsibility, are fully aware of

the fire and emergency procedures and fire exits (see the Fire Safety Instructions that are posted in the building).

If the fire alarm sounds, you must immediately and calmly leave the Centre by the nearest available exit, meet at the Fire Assembly Point in the car park near the boundary with the doctor's surgery, and comply with any directions given by the Centre staff and emergency services.

29. All users must ensure that the fire apparatus on the premises is not interfered with in any way, and you must ensure that no emergency exits are locked, obstructed or left open.
30. **Fitness.** It is your responsibility to ensure that you are fit to participate in whatever activity you intend. We cannot accept responsibility for any health or injury issues arising from activities you may undertake at the Centre, nor for any injuries you may cause to others. If you feel unwell or are in pain, you must stop your activity immediately and report the problem to the Centre Manager or your instructor, if applicable.
31. Please note that none of our staff or volunteers is medically qualified (except for those who hold a current First Aid certificate), and so cannot advise you on health matters.
32. **Asking for help.** Please be aware that sports and other equipment can be heavy. Ask for help if you need to move any heavy item.
33. **Policies.** We have the following policies in place, and the use of the Centre is subject to these policies:
Health and safety;
Equality and diversity; and
Child protection and safeguarding.

The changing rooms and lockers

34. Changing facilities for Centre users are located in the adjoining Nine Acres Pavilion, subject to the payment of an additional fee to cover the provision of hot water, cleaning and maintenance. These terms and conditions also apply to the use of the changing rooms.
35. You are responsible for any risk to your possessions left in our lockers, and we cannot accept responsibility for any loss or theft. The Centre management will clear all lockers at the end of each day, and store items for collection for a limited time only. You must not leave any illegal items, valuable items, food, inflammable or hazardous products in the lockers. Any items not claimed after 28 days will be recycled or otherwise disposed of.

36. Additional terms and conditions relating to the hire of all or part of the Centre for private functions are listed in Schedule 1.

Schedule 1

Hire of Community Centre facilities for public or private functions

37. Use of the Community Centre, or parts of it, for public or private functions is not subject to our normal booking arrangements, and the hire rate will be by agreement between you and the Centre Manager. You agree to pay this hire rate plus a refundable damage deposit (the amount of which will vary depending on the type of event/function being held). Payment is due in advance and must be received no less than seven (7) days prior to the hire agreed.
38. On completion of the function, you must leave the premises clean and reasonably free of litter and refuse.
39. You are solely responsible for the well-being and safety of users and occupiers of the premises hired out under the terms of your agreement with the Centre. You will indemnify us against all loss or damage (fair wear-and-tear excepted) and personal injury arising from such use, howsoever caused. The amount of your liability to us under this indemnity is not limited to the amount of the deposit.
40. You must ensure that no more than the permitted number of persons are present in the Community Centre. The maximum number of persons allowed is 321.
41. No alcohol may be bought or sold for consumption on or off the premises unless you have, with the consent of the Centre Manager, obtained a temporary licence from the relevant licensing authority. Proof of such a licence must be provided to us at least seven (7) days prior to the event taking place. There is no restriction on serving alcohol responsibly at a private function.
42. You may need to organise a copyright licence for the use of recorded music at private bookings. The website www.ppluk.com provides guidance on this. The Centre is not licensed for public performances of music and dancing, so tickets for music and dance cannot be sold at the door. You must ensure that all appropriate licences are obtained for any public performance of music or other media.
43. If you or your invitees are found to be in serious breach of the terms of your agreement with the Centre, we reserve the right to terminate the use of the space hired immediately, and there will be no refund of the hire charge.
44. You have has the right to cancel your agreement with the Centre on giving no less than fourteen (14) days notice in writing to the Centre Manager. We will refund any monies paid unless we have already incurred costs that are specific to your booking that cannot themselves be refunded. In the event that you cancel your booking, you accept responsibility for the settlement of any such costs.

45. In the event that the Centre is unable to provide the space booked under your agreement because of circumstances outside its control (for example flooding, fire, interruption of the power supply or a heating failure), we will endeavour to assist you in finding an alternative venue within Charlbury while offering an alternative booking or refunding all monies already paid under your agreement. You will be responsible for any charges made by the alternative venue. You acknowledge that we will not be responsible for any losses, financial or otherwise, that you may suffer as a result of any such cancellation.

The Thomas Gifford Trust
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