

Wolvercote Young People's Club

Terms and Conditions of Hire



1. Bookings

1. Bookings should be made online through the Wolvercote Young People's Club (the "organisation") website (www.wypc.org.uk).
2. Hirers must be 18 years of age or older. Events for young people under 18 years of age must be booked by a parent/carer or group leader aged 18 years or over. The same person is responsible for compliance with the full terms and conditions of hire.
3. The hirer shall have full control of all activities and have adequate staff or volunteers with appropriate training and experience to supervise all activities undertaken. The hirer shall comply with all health and safety legislation including the Health and Safety at Work Act and associated regulations, including those for food hygiene.
4. Hirers should have a policy and follow procedures for safeguarding children and vulnerable adults which meet legal requirements (including DBS checks) if necessary. Should hirers not have a safeguarding policy, they must agree to follow that published by the Wolvercote Young People's Club on its website.
5. Hirers may be asked for evidence that they have appropriate measures in place to secure compliance with current legislation.

2. Hire periods

1. All events, unless agreed otherwise, must end by 22:30 hrs (21:00 hrs on Sunday). A 30-minute clear-down period is permitted after this time. The site must be vacated by 23:00 hrs (21:30 hrs on Sundays) without causing disturbance outside the building. Cars must leave quietly, patrons taking care not to slam doors. If a 24-hour hire agreement is in place, the specifics of when hirers may be present shall be detailed prior to the event.
2. The maximum number of persons to be admitted to the premises shall not exceed the relevant number as calculated for Fire Safety purposes (see Appendix 1)

3. One-off hire

1. The hirer agrees to pay in advance the room hire rate in force on the date the booking is agreed. There will be an additional deposit (see Room Hire Rate Card) which will be refunded subject to compliance with the organisation's terms and conditions for hire.
2. Party bookings for 16-21 year olds parties may only be accepted with the express permission of the Charity Manager and a minimum of one Trustee. Payment must be received for the booking to be confirmed. Proof of ID and address may be required. Additional licensed security staff may be required depending on the event. Please see 5.4 below.

4. Regular hirers

1. The hirer agrees to pay in advance one calendar month's room hire in force on the date the booking is agreed. A deposit against possible damage (see Room Hire Rate Card) may also be required. Such deposit may be refunded on completion of the hire period subject to compliance with the organisation's terms and conditions for hire. Initial hire payment and deposit must be received for the booking to be confirmed. Proof of ID and address may be required.

5. Premises and equipment

1. The premises will normally be opened and secured by a member of staff unless prior arrangements are made. One person from each hiring group is to be responsible for holding keys. The key holder must check on leaving the premises that the building is locked and secure.
2. There is limited on-site parking (maximum of eight spaces) and limited on-street parking. Please ask all members of your party to park considerately. The nearest bus stop is a ten-minute walk away, and there is a park and ride nearby.
3. Please ensure all electrical items being brought onto site are PAT tested. You may be asked for evidence of this.

4. The hirer is responsible for the security of the premises during the hire period. Where reasonable, they shall prevent entry of unauthorised persons, including any hirer using the premises concurrently. Where an event requires the use of a security service, all relevant documentation must be provided prior to the event being authorised.
5. A First Aid box is located in the communal room. If items are used, this must be notified in order that it can be restocked. Failure to do so may result in loss of deposit.
6. For your safety, please familiarise yourself with safety procedures including fire exits, call points, and assembly point.
7. The hirer must leave rooms in a clean and tidy state. Main corridors must always be kept clear. Chairs and tables must be returned to their original positions. Switch off lights in all areas. Close all doors.
8. Note that at no time must doors be propped open. Our doors are fire doors and only operate as they should when closed.
9. Crockery and cutlery must be washed and put away. Food must not be left in the kitchen. The oven must be switched off. Brooms and other cleaning utensils are kept in the cleaning cupboard located in the lounge area. Rubbish must be removed from the building and taken away.
10. Defects, damages, and malfunctions must be reported immediately and no later than 24 hours after the event has ended. The hirer agrees to indemnify the organisation in respect of any such loss or damage (fair wear and tear excepted) and any such indemnity will not be limited to the deposit payable under paragraphs 2 or 3.
11. Smoke/dry ice machines and glitter are not permitted. Materials such as paint and glue should only be used with prior agreement, and with adequate protection for the Club's fabric and fixtures. Black, soft rubber soled shoes are not allowed for activities in the sports hall. Bouncy castles are permitted, but the hirer is responsible for any loss, damage or personal injury resulting from their use.
12. Animals are not allowed inside the premises without the consent of the Charity Manager and at least one Trustee. Dogs are not permitted to be exercised on site. Assistance dogs are exempt, however, please clear up after your pet.
13. In the event of fire, evacuate the building following the fire emergency procedures posted in the building. Fire exits must always be kept clear. The assembly point is near the basketball/five-a-side court.
14. Smoking is not permitted on site. This includes the car parks and grounds. Naked flames and fireworks or firework candles are prohibited. Small birthday candles may be used with appropriate supervision.
15. Youth club activity equipment is not normally included in the hire agreement but may be requested from the Charity Manager. Additional charges may be incurred. Damages must be paid for.
16. Skateboards, bicycles, roller skates and scooters must not be ridden inside the building. Hard balls or activities that could damage the ceilings are forbidden.
17. Hirers agree to be considerate of residents around Club premises and grounds, and to avoid making excessive noise. External doors and windows shall remain closed when the premises are being used for the performance or production of live or recorded music, or where such music or any public address system is used in connection with any activity of the hirer.
18. Hirers agree to remove all excess refuse at their expense at the end of their booking.

5. Kitchen and catering

1. Basic facilities are provided. Foodstuffs or beverages in the kitchen are the property of the youth club and must not be used.
2. The kitchen must be returned to a clean and useable state after use. Extra charges for deep cleaning will be referred to the hirer.
3. Hirers may appoint external caterers but shall be obliged to enter a separate contract with them. The charity shall not be liable for any issues arising including damages, costs, losses, claims, expenses, demands and proceedings in connection with the caterer and/or the caterer's provision of goods and services. External caterers may be required to present insurances and certificates.

4. Any hirers using kitchen facilities must ensure they comply with current food handling, preparation, storage, hygiene, and personal safety regulations. The kitchen must always be supervised. Nobody under the age of 16 should be in the kitchen without a supervisor over 18 years of age.

6. Noise and nuisance

1. The hirer is responsible for the orderly conduct of the activity. The organisation reserves the right to close any function if a public disturbance is created. If necessary, the organisation will seek support from the police. In this case, the Hirer will be charged the fees incurred.
2. Noise from activities in the main hall shall not exceed 40dB(A) as measured at one metre from any external facade of any habitable dwelling during the hours the premises are open for public entertainment.

7. Licenses and insurance

1. **Recorded or performed music (PPL):** The Hirer is responsible for ensuring a PPL license is in place if music is to be played or performed. This also applies to background music. Hirers may use the organisation's licence for a single contribution of £10. A license is not necessary for private events where tickets are not being sold or when profit is not being made from the event.
2. **Insurances and Risk Assessments.** All hirers must ensure that they have fully up to date insurance policies to cover all the activities and contingencies of the proposed purpose of hire. The hirer may be required to present these prior to the booking being agreed.
3. **Consumption of alcohol.** Hirers must obtain written permission from the organisation's Charity Manager for alcohol to be consumed on the premises. Alcohol may not be sold on the premises without a license from the Licensing Office, Oxford Town Hall. Hirers must seek written permission from the Charity Manager before applying for a licence to sell alcohol. If a licence is required, it must be delivered to the organisation before the event can proceed.

8. Fees, deposit, and cancellation

1. The deposit which forms part of the hire charge must be paid in full at the time of event booking. The organisation reserves the right to release without notice any provisional bookings not providing payment on time.
2. The organisation does not wish to impose financial sanctions but will seek recompense in the event of, but not limited to: the calling of an Environmental Health Officer or Police Officer, damage to the premises, overstay of hire period, or leaving premises in an unsuitable condition. Charges may be made for specialist cleaning and other necessary services.
3. Reasonable notice must be given in writing to the organisation should the hirer wish to amend the booking.
4. The following cancellation charges apply:
 - Less than seven (7) days' notice – 100%
 - Between seven (7) and fourteen (14) days' notice – 75%
 - Between fifteen (15) and twenty-one (21) days' notice – 50%
 - Between twenty-two (21) and twenty-eight days' (28) notice – 25%
 - More than twenty-eight (28) days' notice – no charge

9. Injury to persons, loss of property, and exclusion of liability

1. It is a condition of the hire that the directors and members of WYPC Ltd are indemnified against any third-party claim. Hirers may be asked for evidence of their public liability insurance, and shall indemnify WYPC against all claims that may arise, unless through the negligence of the directors and members of WYPC Ltd.
2. WYPC Ltd shall not be liable for the death of, or personal injury to, any person attending the premises during the hire period or for any losses, claims, demands, actions, proceedings, damages, costs, or expenses or other liability except where such is due to the negligence of the organisation, its representatives, or agents.

3. WYPC Ltd does not accept liability for the loss of or damage to any vehicles, contents, and other articles temporarily or indefinitely left in or around the premises by any person whether a bona fide user thereof or not, except insofar as negligence that common law may be proved against the organisation.
4. The organisation shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, or other utility, fire, government restriction, or Act of God which may cause the premises to be temporarily closed or the period of hire to be interrupted or cancelled.

10. Right of entry and reasonable instruction

1. The trustees reserve the right for authorised representatives of the organisation to enter the premises at any time for any reasonable purpose. Hirers shall comply with any reasonable request, requirement, or other instruction made to them by the officers and representatives of the organisation to facilitate the proper management of the premises. Where a request is not complied with, appropriate support may be sought and the hirers deposit may be held as recompense.

11. Cancellation by Wolvercote Young People's Club

1. Wolvercote Young People's Club may cancel the hire if the premises is rendered unusable by any such event as set out in Section 9. If the hire is cancelled for any such reason, the organisation shall give the hirer reasonable notice and refund the fee but shall not be otherwise liable to the hirer whatsoever.
2. The organisation may at its discretion decline to let the premises to any prospective Hirer without giving reasons.
3. The organisation reserves the right to cancel the agreement in the event of the building being required for any national emergency or purpose of national or local importance not contemplated at the time of hiring. The decision shall be at the discretion of the Charity Manager and no less than one Trustee and shall be final. In such circumstances, the organisation reserves the right to offer an alternative booking, or cancel and refund all monies paid under this agreement. The hirer acknowledges that the organisation will not be responsible for losses financial or otherwise which the hirer may suffer because of cancellation in accordance with this clause.

12. Breach by the hirer

1. If the hirer fails to observe and perform any of these conditions, the organisation may:
 - Seek to recover from the hirer any expense incurred by the organisation in remedying any such failure including though not limited to the cost of employing appropriate personnel, for example, professional cleaners.
 - Cancel the hire by the hirer without incurring any liability to the hirer for the return of any fee or any other costs or damages.

13. Complaints

1. Complaints arising out of the hire must be made in writing to the Charity Manager within seven (7) days after the period of hire.

Appendix 1

Permitted room capacities:

Sports hall, 75; IT & media suite, 15; lounge, 28; art room, 10; whole centre, 140.

Date of last revision: 19/01/2023