

Conditions of Hire

Chesterton Pavilion
Church Street, Chesterton, Cambridge CB4 1DT
Email: sport@cambridge.gov.uk



1. HIRE ADMINISTRATION

Booking Forms

All applications for the hire and the use of the community facilities must be made with the administration team and a booking form completed. The administration team will make the final decision on bookings and the appropriate hire charge rate.

Hire Charges

Hire charges may be increased with 28 days' notice. This usually happens with effect from 1st April each year. Hirers will be invoiced monthly in arrears if the booking is a block booking. One off bookings will be payable in advance. Charges are made per hour from the time access is required to set up to the time the area is cleared after use in accordance with the following rates unless an inclusive charge applies:

- Business Rate (1) – where an income or profit is generated, or hire is by a private company
- Class Rate (2) – for classes where limited profit is generated, and hire is not a business
- City Rate (3) – where the activity is for people wider than the local area or hire is by public, voluntary, or similar organisation.
- Local Rate (4) – where residents provide services or activities for the residents within their area.

Hirers Liability Insurance

All rates include an extra charge for Hirer's Liability Insurance (covered under the City Council's insurance). If a hirer has their own insurance and wishes for the extra charge to be waived, they must have insurance to cover their activity for up to £5million. An hourly charge for Hirer's Liability Insurance will be included unless a current, adequate certificate is sent in with the booking form. This service is not available for commercial hirers.

Block Bookings: Regular Users

Enquiries for regular use of the premises can be made – this can either be for frequencies between daily and monthly use. Block bookings will be reviewed annually to ensure that the use is in line with the City Council's priorities for the local area.

Booking Times

The times approved for access and vacation of spaces hired must be strictly adhered to. Allow sufficient time for setting up and cleaning after the booking. Please note, an extra 30 minutes is included at the end of all bookings as a 'buffer' to ensure a seamless change over. Changes to approved hours must be made with the administration team.

Cancellation

Charges will be made for the full cost of the booking unless 14 days' notice of cancellation, **in writing**, is given to the Administration team. For cancellation of a block booking 28 days' notice must be given **in writing** to the Administration team. Exceptional circumstances can be discussed. Occasionally we may cancel a booking for a specific event or undertake maintenance work. We will give 14 days' written notice and will try to accommodate bookings in a different room or centre wherever possible. The Administration team reserves the right to cancel bookings without notice if health and safety issues arise.

Contact Person

Inform the administration team of any changes to the contact person for bookings.

2. HEALTH AND SAFETY

Particular attention is drawn to the need to observe safety regulations.

- Read the safety notices around the pavilion.
- Do not block or lock any fire exits
- Know the evacuation procedures
- Know the location of fire appliances and exits.

Fire drills will be undertaken from time to time and the building must be evacuated whenever the alarm sounds. New groups will be given an induction to the building, but these can be requested at any time.

People with Disabilities

Use the special requirements section of the booking form to let us know of anyone attending the activity that may need assistance in the event of an evacuation or has any other particular needs.

First Aid

First aid and body fluid cleaning kits are located in the Kitchen. Ensure group members are aware of this. If items are used notify the main office to enable replacement. No charge is made for this service.

Accidents

All accidents must be reported to the administration team within 24 hours of happening and an accident form must be completed.

Smoking

The pavilion is a non-smoking building and site. Smoking is not permitted at the entrances to the pavilion. This also applies to vapour & e-cigarettes.

Electrical Appliances

All electrical appliances on site are checked annually. If hirers wish to use their own equipment, an in date portable appliance test certificate must be provided 14 days before the booking.

3. USE OF THE PREMISES

Room Use / Equipment

Rooms, furniture, and equipment used must be taken care of and left clean, tidy and in a suitable state for the next group to use. The administration team reserves the right to charge a group for cleaning and caretaking services where rooms are left in a state that requires the service.

Storage

There are limited storage facilities on site which will be allocated by the administration team. Cambridge City Council cannot be held responsible for any loss or damage to equipment left on the premises. This will be at the hirer's own risk.

Damage

Any damage discovered or caused by your group must be reported to the administration team immediately. Groups may be charged for repair or replacement.

Car Parking

There is on street parking available only for the pavilion which is located on Church Street and surrounding roads. Please leave the pavilion quietly as it is situated in a residential area and adhere to the speed limits.

Responsibility

The person hiring the premises or grounds will be held responsible for any damage or accidents occurring during the occupation of the premises. Hirers must make any necessary arrangements regarding insurance and licences to cover their activities and meetings.

Use of Music and Amplifiers

In the event that amplification is used within the pavilion for music and / or voice, all musical and sound generation equipment used within the pavilion must be authorised and signed off by the administration team. Reason: To protect the amenity of properties from noise. (National Planning Policy Framework, Feb 2019 - paragraph 180 a) and b) Cambridge Local Plan 2018 - Policy 35: Protection of human health and quality of life from noise and vibration).

With the exception of requirements for access and egress through main front doors of the pavilion, all external doors and windows serving the pavilion shall remain closed during the playing of amplified music / voice.

Alcohol

No alcohol is allowed on the premises.

Complaints and Compliments

Customer feedback is highly valued to help us provide the best possible services. Please send comments regarding the use of the building and the facilities to the administration team. We would like to know what improvements can be made if standards are lower than expected and if any aspects of the service are particularly high or valuable.

Key holding

Groups who are key holders for their booking will be required to sign a key holding agreement and attend a briefing with a member of staff on unlocking and locking the building. Keys lost or

misplaced must be reported to the office ASAP and groups will be charged for replacement sets. Charges will also be made for alarm call outs.

Rights

Cambridge City Council reserves the right to:

- refuse any booking
- end the booking without notice, and without incurring any liability to the hirer, in the event of the hirer breaching any of the conditions of hire
- end the booking at any time by giving not less than 14 days' notice to the hirer. If the City Council ends the let pursuant to this provision it will refund any hire charge already paid in respect of any period following the end of the booking.

Local residents have the right to contact the centre if the noise level is unreasonably high and the organiser should reduce the noise level if requested to do so by council staff.

4. SAFEGUARDING CHILDREN AND ADULTS AT RISK

Safeguarding is everyone's responsibility. Cambridge City Council is committed to safeguarding and promoting the welfare of children, young people and adults. We take our responsibilities seriously and expect all people using our centre to share this commitment.

Bookings that are for activities for children or adults at risk will require an assessment to ensure the hirer has fully considered their safeguarding responsibilities and implemented appropriate policies and procedures. This could include:

- having a safeguarding and lone working policy and risk assessments
- implementing and monitoring safeguarding procedures
- undertaking DBS checks
- ensuring staff and volunteers have safeguarding training and are well supervised

5. EQUAL AND DIVERSITY

Cambridge City Council believes in the dignity of all people and their right to respect and equality of opportunity. We value the strength that comes with difference and the positive contribution that diversity brings to our city. We aim to eliminate prejudice and discrimination, and to promote good relations between different groups enabling our services, buildings and information to be fully accessible, recognising that certain individuals and groups of people can experience significant disadvantage in society, including

- Black and Minority Ethnic communities
- Women (including pregnant women and nursing mothers)
- Disabled people
- Lesbian, gay, bisexual, and transgendered people
- Older people, children, and young people
- Religious and belief groups

We expect our staff to be treated with the same respect and dignity that we offer our customers.

6. PRIVACY NOTICE

The Council's pavilions and community centres collect personal data for the following activities:

1. To respond to enquiries to hire the community facilities
2. To process bookings to hire the community facilities

3. To process payments for the hire of the facilities
4. For centre use monitoring
5. To provide hirers information about the pavilion.

We collect names, addresses, email addresses, telephone numbers (mobile, landline and work numbers) and photographs (relating to community events and publicity) via online, phone, face to face, or other written interactions.

We process your data with a view to entering into a contract with you as individuals, or the organisations you represent, for the hire and use of our community facilities.

Information on your rights is available at cambridge.gov.uk (search for 'Privacy Notice').

We will not share your personal data with external agencies or individuals unless you have given us permission to do so on the application form for the purpose of enquiries about your activities. However we may process the information you provide to prevent and detect fraud in any of our systems and may supply information to government agencies, law enforcement agencies, internal audit, regulators or other external bodies for such purposes.

We do not routinely process any information about you outside the European Economic Area (EEA), except in rare cases, where we use all appropriate safeguards.

We will retain your information in accordance with the Council's retention policy. Bookings will be for 6 years plus the current year. We will review our mailing lists annually, but you can contact us at any time if you no longer want to receive centre updates. We will delete enquiry information which does not result in a booking within one month.

If you have a query regarding your rights please contact the Data Protection Officer who can be contacted by emailing infogov@3csharedsvcs.org or you can write to the Council and mark your letter for the attention of the Data Protection Officer, or call on 01223 457000. You have the right to lodge a complaint with the Information Commissioner's Office (ICO).