

Chapelton Community Nursery

Service Level Agreement for Third Party Use: Community Room

The User

In these Terms and Conditions, the term "the user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

Cancellation

The user or Chapelton Community Nursery can cancel the booking not less than 2 weeks before the booking date. For regular users, one months' notice is required by either party. For refund of all advanced deposits and fees will be made in the event of cancellation.

Fees

The fees should be paid directly to the nursery bank account (or Nursery Manager) as agreed with the Nursery Manager (finance details set out below). All cheques should be made payable to Chapelton Community Nursery.

Insurance

Prior to use of the nursery by third parties, the user must make their public indemnity insurance details available to the Nursery Manager when requested.

General Conditions of Use

- Chapelton Community Nursery has an absolute right to refuse a booking.
- All property of the user and its agents must be removed before the end of the authorised period of use. This means that the community room must be empty at this time.
- The user is responsible for everyone using the space during the period of use and shall do their best to prevent anyone causing an annoyance or inconvenience to other persons.
- The space may not be used for the sale of alcohol.
- Compliance with statues governing the preparation, serving, or selling of food. The user must observe all relevant food, health, and hygiene legislation regulations. All preparations and distribution of food should be in line with appropriate Health and Safety requirements. Chapelton Community Nursery shall not be liable for the illness of staff of members of the public due to hygiene related incidents.
- Compliance with statues governing persons working with or caring for children (including their engagement and supervision training).
- All advertisements and publicity for functions held in Chapelton Community Nursery Community Room must clearly display the name of the person or organisation holding them.

- No nails, screws, bolts etc, may be driven into the walls and fixtures of the nursery; and no equipment, furniture, or any structures or decorative lighting, posters, placards, or notices may be taken into the nursery, placed, or displayed outside of it or used there without the previous consent of the nursery manager. The user is responsible for all damage done to the nursery (and any fixtures, fittings, furniture, or any other articles in it. During the period of use, whoever may have caused the damage.
- The user is responsible for ensuring all regulations are met to ensure the Health and Safety of their workers and public safety and public safety, inclusive of First Aid.
- The nursery must be cleaned, and all crockery washed up and put away, and all tables, chairs, and other furniture returned to where it was originally stored, at the end of the period of use. Please note that it is the responsibility of the user to remove all rubbish from the nursery, including the surrounding area.
- Chapeltown Community Nursery does not warrant that the community room is fit either legally or physically for the suggested use.

Child Protection

The signed current Safeguarding Children/Child Protection policy can be located in the nursery's main entrance in our 'Nursery Policies' folder. Hirers are required to read this and ensure they adhere to any guidelines set out in this policy.

The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss, damage and ensuring all necessary Child Protection checks are undertaken. Chapeltown Community Nursery accepts no responsibility for the user's failure to comply with these requirements.

We will also request that the named person with responsibility for the out of hours use of Chapeltown Community Nursery Community room, applies for a basic DSBS (Disclosure and Barring Service) check. The cost of which will be discounted from your first payment. The resulting DBS certificate must be shared with the nursery Manager upon request.

Protection of Vulnerable Adults

It is the responsibility of the hirer to ensure the protection of any vulnerable adults using the nursery premises.

Disclaimer

Chapeltown Community Nursery, its staff and trustees, shall not be liable to the user or to any person using or entering the nursery for personal injury or for damage to, loss, or theft of any personal property brought onto the premises however it may be caused, unless caused by negligence on the part of the nursery.

Parking

All vehicles are parked at the owner's risk. Chapeltown Community Nursery are under no liability to insure against loss, theft, or damage to vehicles.

Users and those authorised by them may use the nursery car park to the side of the building for parking purposes.

The Emergency accesses must not be obstructed at any time and must be kept free for emergency services.

Fire and Emergencies

The user is responsible for calling the Fire Brigade to any outbreak of fire however slight, and for reporting this immediately to the Emergency telephone number below.

The user must ensure that all exits, emergency exits, and all fire appliances are always free from obstruction and available for use during the period of use. Please note that there is not a public telephone for use inside the nursery and therefore, the user must bring a suitable mobile phone.

Emergencies and enquires – contact Linda - 07710808796

Angela - 07949244973

Key Holders

Those who are operating out of typical nursery opening and closing hours may be entrusted with a key to a specific part of the nursery building, for example, our kitchen area. All key holders are expected to comply with the nursery's key holder policy and will be asked to read and sign this document separately.

Right of Access of Chapeltown Community Nursery

The staff and trustees of Chapeltown Community Nursery and any persons authorised by them, shall have the right to enter any part of the nursery at all times during the period of use.