



Document Title	Booking Terms and Conditions of Hire
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Ellendune Community Centre

Booking Terms and Conditions of Hire

1) Interpretation:

- a) 'The Hirer' means the person (whether acting as an individual or on behalf of an organisation or club) hiring any part of the Centre or its facilities and shall include any person purporting to act on behalf of such hirer. No person under 18 years of age will be accepted as the Hirer and proof of identity/ age may be required.
- b) 'The Booked Period' means the period of time reserved for the Hirer of each session.

2) Correspondence:

- a) All applications for hire must be made through the online system by the hirer or staff member completing the booking on behalf of the customer.
- b) The use of the Centre as a mailing address by the Hirer is not permitted.

3) Hire:

- a) All bookings are subject to the times stated in the Booking Agreement and entry to the facilities will be allowed only from the time specified. Sufficient time should be included within bookings to take into account of setting up and clearing away equipment and the facilities must be vacated at the end of the Booked Period.
- b) An additional charge will be payable if the facilities hired are not vacated on time and customers may lose their deposit. This will be one hour's hire fee and repeated instances may result in the termination of the booking.
- c) The Hirer may not use the facility for a purpose other than that agreed at the time of the

booking and may not sub-let facilities or assign the booking to a third party. If facilities are used for purposes other than those stated on the Booking agreement, the management reserves the right to terminate the booking.

4) Payment:

- a) **Block Bookings:** Payment must be made monthly or quarterly in advance of the first Booked Period each month/quarter unless otherwise agreed with the Community Centre Manager.
- b) **One-off Bookings:** Payment (including a £100 returnable bond covering cleaning/damage) must be made a minimum of 14 days in advance of the time/date booked. Damage/cleaning bonds will be returned within 14 days after the event as long as the facility is left clean, tidy and undamaged. The Ellendune Community Centre reserves the right to keep this towards cleaning costs or damages if necessary.
- c) Failure to pay any accounts by the due date may result in the booking being terminated or suspended until the account is paid in full.
- d) Payments will be accepted by BACS, Cash or Cheque. Cheques must be made payable to: "Ellendune Hall Trust".

5) Acceptance of Bookings:

- a) All bookings are provisional until the Hirer has received email confirmation from the Ellendune Community Centre and the first payment has been received. If the payment is not received by the due date, the provisional booking will be cancelled and the facilities will be made available to other hirers.
- b) The Ellendune Community Centre reserves the right to refuse any application or to cancel or terminate any booking with or without notice at any time for any reason whatsoever without being bound to give any reason for doing so.
- c) The Ellendune Community Centre has a policy of equal opportunities regardless of gender, sexual orientation, ability, ethnic or cultural background, and bookings are accepted on the understanding that the Hirer conforms to The Ellendune Community Centre's policy.

6) Charges:

- a) Hire charges will be in accordance with the current charges laid down by the Ellendune Community Centre. The Ellendune Community Centre reserves the right to vary the charges at any time giving one months' notice and the Hirer will be liable to pay those charges that are current at the date for which the facilities are booked.
- b) Additional charges will apply when a hire exceeds the Booked Period or where the Hirer leaves the facility or equipment in a damaged or unusable state.

7) Block Bookings:

- a) The booking must consist of 8 continuous sessions. Term time bookings will also be considered as a block booking.
- b) The interval between sessions is at least a day and not more than 14 days unless this is a term time booking which is acceptable outside this period.
- c) The sessions are booked in advance with written evidence to that effect.
- d) No refunds will be available for cancellations or non-arrivals.

8) Cancellation by the Ellendune Community Centre:

- a) The Ellendune Community Centre reserves the right to cancel a booking should they require facilities due to unforeseen circumstances or consider that the facilities are unfit for use.
- b) Any hire charge paid in respect of a hiring that is cancelled by the Ellendune Community Centre will

be refunded with the exception of a cancellation arising through the failure of the Hirer to comply with the Conditions of Hire when a full charge may be made. Refunds will not be made to individuals where the Booking Agreement is in the name of a school, a club or an organisation.

- c) The Ellendune Community Centre will not be liable for any expenditure incurred or loss sustained by the Hirer, directly or indirectly, as a result of a refusal, cancellation or termination of booking.

9) Cancellation by the Hirer:

- a) Cancellation must be received by the Ellendune Community Centre in writing at least 14 days before the Booked Period or charges for that booking will be retained.

10) Insurance:

- a) The Hirer shall indemnify the Ellendune Community Centre against any claims for damages, costs or expenses in respect of personal injury, death or loss of or damage to property sustained by any person during or in consequence of the hiring.
- b) Profit making hirers must provide a copy of their own Public Liability Insurance.

11) Supervision:

- a) The Hirer is responsible for the supervision, stewarding, admission and removal of those attending the hiring and shall provide a sufficient number of suitably qualified persons to carry out these responsibilities.
- b) The Hirer must ensure that the maximum number of people attending the hiring **does not exceed that specified in the Booking Agreement** and that the supervision ratios for specific facilities/ activities are adhered to. Failure to comply will be considered a breach of Health and Safety regulations and may result in the booking and any future bookings being terminated.
- c) Children under the age of 16 must be supervised at all times and the lead responsible for the booking must be in attendance at the Centre prior to any children.
- d) **KEEP CHILDREN SAFE FROM HARM** The Hirer undertakes to ensure that all measures possible will be enforced to comply with the requirements of The Children Act 1989 and The Home Office Code of Practice entitled "Safe from Harm" and any statute or Code of Practice replacing or modifying the same. A copy of the Safeguarding Children and vulnerable adult's policy can be seen on request.

12) Key Holders:

- a) At times to be agreed with the Community Centre Manager, Hirers may be required to open/ close the building.
- b) The Hirer will have overall responsibility for the Centre during their booking period.
- c) The Hirer will ensure that the facility is left in a clean and tidy state prior to leaving.
- d) The Hirer will check that all doors and windows are closed, lights are off and all external doors are locked when they leave.
- e) The Hirer will be responsible for a set of keys and alarm code details and must inform the Centre Manager if these become compromised at their earliest convenience.

13) Admission and Removal:

- a) Parking is in the public use car park or in the disabled bays to the front of the entrance (with a valid permit displayed). Under no circumstances are cars to be parked in no parking areas or in the disabled access bays without a valid permit. No guarantee is given that a space will be available.
- b) Access to the Centre is via the main entrance only and entry via any other doors is not permitted.
- c) The Ellendune Community Centre retains the right to refuse admission or to remove/ eject, or direct the Hirer to do so, any person who is contravening the Conditions of Hire or acting in an antisocial or

dangerous manner during the hiring.

- d) The hirer must comply with all reasonable requests and directions given by members of the Centre's staff/ volunteers and allow them access to facilities at all times. The Ellendune Community Centre reserves the right to halt or terminate the hiring in an emergency or if the Conditions of Hire are Contravened.

14) Clothing and Footwear:

- a) The Hirer must ensure that appropriate clothing and footwear are worn for specific activities.
- b) Cultural differences and the specific needs of disabled people will be respected.

15) Notices and Sales:

- a) Fly posting is not permitted and no posters, signs, banners, leaflets or other display materials may be fixed to any internal or external doors, walls, windows or Centre notice boards without prior permission from the Centre Manager.
- b) The Hirer shall not sell or allow to be sold on the premises any refreshments, tobacco or goods of any description without prior permission from the Centre Manager.

16) Broadcasting and Photography:

- a) Sound or television broadcasting, filming or photographic rights cannot be exercised without prior permission from the Centre Manager. If such permission is given, the Ellendune Community Centre reserves the right to be party to any negotiations and to share any income and publicity derived.
- b) No copyright music may be performed/ played without prior permission from the Centre Manager. Where permission is given and sound recordings are played in public, the Hirer must ensure that the appropriate licence fees are paid to Phonographic Performance Limited (PPL). The Centre Manager has authority to control the volume of sound caused by musical equipment during the hiring.
- c) The use of cameras, video and other photographic equipment is permitted at the hirer's discretion.

17) Catering:

- a) The Hirer shall make arrangements with the Centre Manager for any catering requirements at least 14 days prior to the booked period.
- b) Permission to sell or consume food or alcohol during hiring is at the sole discretion of the Ellendune Community Centre. This is in addition to the requirement to comply with all legal and licensing requirements.
- c) The Hirer must ensure that if using the kitchen, it is left in a clean and tidy condition. Cleaning of the cooker, sinks, etc. is the responsibility of the user, cleaning materials will be made available for this. If the user wishes to use their own equipment in the kitchen, this should not be left on the Premises. A charge may be made where the Hirer leaves the facility or equipment in a damaged or unusable state.
- d) The Hirer must ensure that any food preparation conforms to the Food Safety (General Food Hygiene) Regulations and that, in applicable circumstances, a Hygiene Certificate is provided to the Centre Manager in advance of the booking.

18) Personal Property:

- a) The Ellendune Community Centre will not make good or accept responsibility for the loss, theft or damage of or to property of the Hirer brought into or left in the Centre.

19) Equipment:

- a) The Hirer will be held responsible for damage to equipment / fittings/ furnishings and premises unless deemed to be reasonable/ acceptable wear and tear and must pay the Ellendune Community Centre

- the cost of repairing or making good any damage arising from the hiring.
- b) The Hirer shall not bring any equipment into the Centre without permission from the Centre Manager. Where permission is given, all electrical appliances must have a current Portable Appliance Test (PAT) certificate.
 - c) The Hirer is responsible for setting out all of their required equipment and for clearing them away afterwards. The room must be left in a clean and tidy condition. The user will be responsible for checking at the end of each session. The Hirer must ensure that they do not drag tables/ chairs or other items across the floor.
 - d) The Hirer must ensure that the room and any cupboards opened for use are locked again at the end of the booked period.
 - e) The Hirer must ensure all rubbish is removed from the Premises. Failure to do so will incur an extra charge.
 - f) Users are responsible for checking that toilets are left clean and tidy. Disposable nappies or sanitary towels must not be flushed down the toilets. Sanitary bins are provided. All soiled nappies should be placed in the bin provided in the baby change area which is located in the disabled toilet.

20) General Rules:

- a) Any music played must conform to the appropriate Performing Rights Regulations and sound volume must be kept to a reasonable level.
- b) No lighting, heating, power, or other electrical fittings or appliances in the Premises are to be altered, moved, supplemented, or in any way interfered with.
- c) Do not use sellotape and pins on the walls or doors etc. Proper make white tack or Blu tack may be used at the discretion of the Centre Manager.
- d) The use of chewing gum is banned.
- e) Bicycles are not permitted inside the Premises. Racks are provided outside the facility.
- f) The foyer must be kept clear at all times for safety purposes.
- g) Dogs will be permitted, on leads, at the discretion of the Management Team.

21) Health and Safety:

- a) Use of the Centre and of all equipment is permitted entirely at the users own risk. The Ellendune Community Centre shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of the Centre or its equipment or of the negligence of the Ellendune Community Centre.
- b) The Hirer must report accidents, near accidents or dangerous occurrences to the Centre Manager as soon after the incident as is possible and an accident form must be completed.
- c) The Hirer is required to make themselves aware of the Fire Regulations and emergency evacuation procedure for the Centre. In an emergency, if Centre staff/volunteers are present their instructions must be followed.
- d) The Hirer must ensure that no gangways, doors or fire exits from or within the Centre are blocked or obstructed and that fire appliances are not removed or tampered with.
- e) The Centre operates a strict 'No Smoking' policy, including e-cigarettes, and bookings are accepted on condition that the Hirer adheres to the Ellendune Community Centre policy. There is an external smoking area available outside the main exit and the patio area adjacent to the main hall.
- f) The Hirer must ensure that no animals, excluding guide or hearing dogs, are allowed into the facility without permission from the Centre Manager.
- g) The Hirer must conduct the hiring in a safe, orderly and lawful manner in accordance with any relevant by-laws, regulations, licenses or Conditions of Hire, and facilities should be left in a good and safe condition.
- h) Candles and smoke machines are not allowed in the Ellendune Community Centre. Helium balloons

are not allowed to be used in the main hall, but are allowed in the Spooner Suite and the Alexandra Room.

22) Complaints:

- a) Any complaint arising out of the hiring must be made in writing to the Community Centre Manager.
- b) The Centre Manager will endeavour to respond to any complaint within 10 working days.

23) Supply of Information:

- a) The Hirer must satisfy the Ellendune Community Centre that activity leaders/ coaches possess qualifications that are appropriate for the level of activity detailed on the Booking Agreement. The Hirer must present evidence in advance of the first booking together with names of all leaders/ coaches who require an enhanced DBS certificate. The Centre Manager may request appropriate documentation at any time.
- b) The Hirer shall, if requested, supply to the Ellendune Community Centre the names and addresses of persons taking up the Booked Period and provide the age of those who are minors (i.e. Under 18 years of age).
- c) Under the Data Protection Act you can see your own personal information stored by The Ellendune Community Centre.