



Braintree COMMUNITY CENTRE

Terms & Conditions of Hire from 1 Jan 2020

The person signing the application form shall be deemed to be the hirer and as such shall be responsible both personally and as an agent for any organisation who she/he represents, and will be liable for payment of charges in respect of the hiring and any damages incurred. The hirer is also responsible for ensuring that the Terms & Conditions as set out by the Management Committee regarding the hire of the premises herein contained are adhered to.

1. All hirers must be over 18 at the time of booking.
2. All bookings **must** be made on an official Booking Form.
3. Dates can be held for a maximum of 30 days before being offered for hire again unless the agreed deposit has been received to secure the booking (excluding affiliates booking). Bookings may not be made more than 12 months ahead without Committee approval and must be re-confirmed in writing six months before the event date.
4. A booking deposit is payable at up to 50% of the total amount. Deposit amounts may be subject to Management Committee oversight (for example, substantial bookings made far in advance may be subject to a stepped payment agreement).
5. Hire fees must be paid in full in advance, unless another agreement is in writing. This condition does not apply to Affiliate Groups.
6. The Committee reserve the right to refuse or cancel any hire, usually but not exclusively, for one of the following reasons:
 - i. If the hall is required in the event of an emergency situation (such as shelter for victims of fire, flooding or terrorist attacks) or for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - ii. The premises becoming unfit for the use intended by the hirer (such as prolonged power cuts or flooding)
 - iii. If the hire is deemed not in the public interest or because of disorderly conduct on a previous booking.
 - iv. Other unforeseen circumstancesIn such cases the Committee shall give the hirer as much notice as possible and will not be held responsible for any loss whatsoever incurred by the hirer as a consequence. Under such circumstances, the deposits will normally be refunded.
7. The Committee reserve the right to cancel or refuse any hire, if the booking deposit/balance is not paid in full prior to the event date. In this case, the deposit will be non-refundable.

8. Solus Bookings

Where any room is the sole room in use in the Centre, the first hour will be charged at a minimum of £30, reverting to the standard rate thereafter. No booking of less than 1.5 hours will be accepted in these circumstances. If another booking is subsequently made so that there is more than one user in the building, this charge will be nullified. This charge does not apply to Affiliates.

9. Booking Cancellations

If a hirer wishes to cancel a booking, they must confirm this in writing (including email). This applies to all hirers. With no written cancellation, a fee may be chargeable at the Centre's discretion.

The Management Committee retain the right to deal with booking cancellation charges – this may relate to weather problems or other reasonable circumstances where the Committee may choose to cancel any or all charges.

Single and ad-hoc booking cancellations:

- If a cancellation is made prior to 30 days of the booking, the hire will not be charged.
- If cancellation is made more than 14 complete days before the hire, the hirer will be liable for 50% of the hire fee.
- Cancellation made less than 14 days but more than 7 days before the event will mean the hirer is liable for 75% of the cost.
- Cancellations made with less than a full weeks' notice will mean that the hirer is liable for 100% of the cost.

Regular/Affiliate booking cancellations:

- If a cancellation is made prior to 14 complete days of the booking, the hire will not be charged.
- Cancellation made less than 14 days but more than 7 days before the event will mean the hirer is liable for 10% of the cost.
- Cancellations made with less than a full weeks' notice will mean that the hirer is liable for 20% of the cost.

10. A breakages deposit may be required at the time of booking - this will be returned within a week of the hire date providing the premises and contents are left undamaged and in a reasonable condition.

11. The hirer shall be responsible for leaving the premises in a clean and tidy condition and all rubbish placed in the bins provided. All contents temporarily removed from their usual positions should be properly replaced.

12. No alterations or additions may be made to the premises nor any fixtures be installed, or decorations or other articles be attached in any way to any part of the premises without prior consent of the committee. Damage caused by decorations stuck on with sticky tape may be chargeable.

13. The hirer shall, during the period of the hire, be responsible for the supervision of the hired space, all contents and the behavior of all persons using the premises. The hirer shall notify the Committee of any damage; payment may be deducted from any deposit. If for any reason, the deposit does not cover the cost of the damage, the Committee may make a request for additional payment. This includes all damage caused during the hire period (including accidental damage) to the premises or fixtures, fittings and any loss of contents.

14. The Management Committee retain the right to waive deposits/deposit losses at their entire discretion in respect of regular hires. Regular hires require the permission of the Management Committee.

15. Where there are children (under 18) involved in any event, the hirer is responsible for their safety and behavior. The Management committee expects as least two adults to be present for any group of children.

16. Persons under 18 visiting the Centre are the responsibility of the hirer. In the event of children being on site unaccompanied (in the absence of the hirer), the Management Committee reserve the right to take any necessary action for their safety.

17. The hirer shall not use the premises for any purpose other than as described in the booking form and shall not sub-let the premises or allow the premises to be used for any unlawful purpose. The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting or lotteries.

18. The hirer shall not infringe any existing copyright or performing rights and shall indemnify the Centre against all sums of money which may have to be paid by reason of any infringement or copyright or performing rights occurring during the period of hire. The hirer shall ensure that all entertainers hold a Performing Rights Society Licence. Any licence required that the hall currently does not hold, must be applied for by the hirer.

- 19.** We would like to remind you that your booked period of time includes a **short** free period for all setting up and clearing away time – the length of the free period depends on the type and length of booking made. Extra time in excess will be charged at an additional 50% of the hiring rate. If additional time is required, this must be booked and paid for (subject to availability/other events)
- 20.** The hirer shall comply with all Public Safety conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or otherwise.
- 21.** All means of exit from the premises must be kept free of obstruction and immediately available for instant public exit in the event of a fire or an emergency. The Fire Brigade must be called to any outbreak, however slight, and details of the incident immediately given to a staff or Committee member on site. All fire and safety regulations must be strictly adhered to by the hirer, who shall in no way interfere with fire appliances except in the case of emergencies.
- 22.** The hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations.
- 23.** No alcoholic drinks may be brought into the Community Centre without written permission, and must be indicated on the booking form. If alcohol is to be sold for consumption on the premises please complete an Alcohol Permission Form along with the booking form, attaching a copy of your Alcohol Licence.
- 24.** No illegal drugs may be brought onto the premises at any time.
- 25.** The hirer must report all accidents involving injury to members of the public, to a member of staff as soon as possible and complete a report in the accident book.
- 26.** Any failure of equipment belonging to the Community Centre must also be reported verbally to the Office, where a Damages Form must be completed. Subsequent damage will be notified to a Hirer on a Damages Form. If damage is discovered after a booking is completed, a Damages Form will be accompanied by an invoice or reduction in a damage deposit return, if appropriate.
- 27.** The Community Centre operates a “No Smoking” policy which should be observed at all times. If people wish to smoke outside the building, they must use the bins provide and not leave butts on the external floor or in normal rubbish bins (as this is a fire hazard).
- 28.** The hirer shall ensure that highly flammable substances (or LPG appliances) or BBQ’s are not brought onto the premises (including the garden) without specific written permission countersigned by a member of the Management Committee.
- 29.** The hirer shall ensure that no animals (including birds) except Guide/Assistance Dogs are brought into the premises other than for a special event as agreed by the committee in advance. No animals etc. are to enter the kitchen/food preparation area at any time.
- 30.** The hirer shall ensure that the minimum amount of noise is made on arrival and departure so as not to disturb other users. If using sound amplification equipment, it must comply with any other licencing conditions for the premises and noise must be kept to a respectable level at all times.
- 31.** Any article or property belonging to the hirer or any caterer or contractor or other person left on the premises after the hiring may be removed by the Association and the cost shall be paid by the hirer. The Community Centre will not accept any liability for any loss or damage to property left at the premises.
- 32.** The hirer must contact the Centre in advance of the function date to request any special arrangements/requirements with regard to use of seating, use of stage, decorations, licensed bar or other equipment. A layout form/seating plan should be completed in advance of the event – this is available from the Centre or on our website.

33. Long-term Hire

Ordinarily, regular bookings may be made for up to 12 months and will be governed by an agreement to be renewed each 12 months. This can be re-signed up to three months before the annual renewal date. A regular meeting is defined as a group meeting at least 8 times a year which may qualify for the affiliated rate.