

# Abbotswood Community Association

## Abbotswood Community Centre Booking Terms and Conditions of Hire

### PART ONE: Terms of Hire

Please note that the Abbotswood Community Centre (or part thereof) cannot be hired by persons under the age of 21 years. For the purpose of these conditions the term "Hirer" shall mean an individual hirer or, where the hirer is an organisation its authorised representative, the term "ACA" shall be used to refer to the Abbotswood Community Association, and the term "Centre" shall mean the Abbotswood Community Centre (or part thereof), including the outdoor space.

### PART TWO: Hire Charges (with effect from April 2024)

Room	Standard Hire Rates (£/hour)	
	Weekday (Mon-Fri)	Weekend (Sat - Sun)
Whole Community Centre (including exclusive full use of the kitchen)	£47	£55
Main Hall	£20	£24
Meeting Rooms 1 & 2 (combined)	£18	£22
Meeting Room 1 OR 2 (individual)	£10	£12
Interview Room	£9	£9

### PART THREE: Booking Procedure, Deposits and Cancellations

1. One off potential Hirers should book via the website, if a date or time is not available please contact the ACA on [bookings@abbotswoodromsey.co.uk](mailto:bookings@abbotswoodromsey.co.uk). Potential Hirers must provide details about the nature of the booking when enquiring. Confirmation of a booking along with access information will be provided in writing by the ACA once relevant deposits and fees have been paid.
2. The listed rates include free shared use of the car park. All individual room bookings include light use of the kitchen only, such as for making drinks.
3. If the Hirer needs additional time either side of the booking for "setting up" and/or "cleaning up" such time needs to be added to the booking period and paid for.

4. The Hirer may only use the rooms and equipment they have booked and paid for. Any variation in the facilities used by the Hirer will result in additional charges payable on receipt of notice sent by the ACA to the Hirer.
5. **Security Deposit for one off hirers:** Daytime Hirers (until 18:00) shall pay a security deposit of £100 for each individual room booking or £200 for whole centre bookings. Individuals hiring the centre in the evening for a one-off booking are required to pay a £500 security deposit. This deposit will be retained if the Hirer breaches any of these terms and conditions, e.g.
  - a. if there is damage to the Centre, furnishings and fittings during the hire period,
  - b. it is not left in a clean and tidy state and any waste has not been removed from the Centre - the cost of waste removal will be deducted from security deposit before being refunded.
  - c. if any keys are missing or locks are damaged.
  - d. if the centre is not left fully secure at the end of the event.

The security deposit will also be withheld as a result of noise nuisance and/or other disturbance during the hire period, failure to vacate the Centre by the end of the hire period or if any person present during the period of hire smoked in any part of the Centre in contravention of the Health Act 2006. In the event of serious misuse of the facilities this shall not be the limit of the Hirers liability.

6. The ACA shall refund any monies paid by the Hirer in the event of the Centre being judged by the ACA unfit for hire, for reasons beyond their control. Every effort shall be made to give a minimum of 14 days' notice; ACA cannot be held responsible for short notice being given due to emergency repairs, health and safety issues or "Acts of God"/Force Majeure (including but not limited to fire, flood or extreme weather situations).
7. Any breakages or damage must be reported to the ACA within the hire period. Failure to report such damage will result in the loss of the full security deposit.
8. All cancellations or postponement requests must be made in writing to the ACA. 2 weeks notice is required to obtain a full refund
9. The ACA reserves the right to refuse any application for use of the Centre without the need to specify reasons, or to prescribe special requirements (e.g. indemnities) as necessary, or to cancel a letting without payment of any compensation except as a refund of monies paid by the Hirer.
10. **Regular Hirers** of the Centre must pay monthly in advance via BACS.
11. The ACA Account details for payment are: Sort Code 30-97-14 Account Number 31302760

## **PART THREE: Conditions of Hire**

13. The Hirer shall be present throughout the hire period and be responsible for:
  - a. All aspects of the Centre including its safety from damage and care of its contents;
  - b. The prevention of behaviour which could be construed as a public nuisance;
  - c. Ensuring events are adequately supervised;
  - d. Returning the Centre to a clean and tidy state with all furniture returned to its original position; No confetti or party poppers to be used in or around the building.
  - e. Supervising the car park and avoiding highway obstruction and obstruction of the building entrances. Tables and chairs may not be set up in the car park area;
  - f. Securing the Centre on leaving the premises, including shutting and locking all windows and doors;
  - g. Meeting the interests of local residents and other hirers by ensuring quiet arrival and departure of both yourself and guests and that noise is contained within the room of hire or within the building if whole centre is booked. The main entrance should be used to enter and exit the building. The doors to the main hall should only be used if out in the garden or in an emergency. Amplified music and speech is allowed within the centre with prior agreement from ACA. No music can be played in the garden area. All external doors and windows must be closed by 9pm (21:00). Music must be stopped and the Centre cleared by the end of the booking period. It is important that all music is kept to a reasonable level so as not to disturb other users and or nearby residents of Abbotswood or Woodley. Failure to do so will result in the cancellation of a booking with immediate effect and forfeiture of the security deposit in the event the hire has started.
14. The Centre may not be hired for evening parties except on Fridays and Saturdays subject to written permission from ACA and adherence to the amplified sound and speech terms and conditions above, where relevant.
15. The ACA are unable to accept bookings for 18th or 21st birthday parties (or similar types of event). Failure to disclose the true nature of a booking will result in immediate cancellation by the ACA (regardless of whether this is discovered before or during the event). If the true nature of the event is identified before the event takes place no refund will be provided (including any security deposit), otherwise the cancellation policy applies.
16. The Hirer's insurance deposit will be used if the ACA determines that these Terms and Conditions have been contravened and the premises or furnishings or fittings have been damaged or extra cleaning is required.

17. The ACA accepts no responsibility or liability for the cancellation or closure of a Function due to failing to follow the conditions of hire. Any expenses incurred as a result shall be the sole responsibility of the Hirer.
18. The Hirer shall only use the Centre for the purpose described in the booking form and shall not sub-let the Centre or use it for any unlawful purpose or in any unlawful way. The Hirer shall not bring anything onto the Centre which may endanger or render invalid any insurance policies.
19. If a Hirer wishes to use the ACA premises licence to supply or sell alcohol during their booking they must seek prior written permission from the ACA. Supplying or selling alcohol without prior agreement will result in the immediate cancellation of a booking and forfeiture of the security deposit. We do not grant an alcohol licence for children's parties.
20. The Hirer shall ensure nothing is done on or in relation to the Centre in contravention of the law relating to gaming, betting and lotteries.
21. The Hirer is responsible for essential Centre health and safety and shall comply with all notices. The Hirer must conduct their own fire risk assessment and shall ensure that they are aware of the location and use of fire equipment, the escape routes, their proper operation and the need to keep them clear. The Fire Brigade must be called in the event of any fire, however slight, and full details must be supplied to the ACA. Due to insurance requirements, bonfires and fireworks are not permitted within the premises or outdoor space. Ordinary candles may be used on cakes, but any other use of candles, including trick candles, may only be used if approved in advance by the ACA. Candles may not be left unattended or in an unsafe manner and the Hirer will be liable for any charges incurred in the event of activation of the fire alarm. The ACA Health & Safety Policy can be downloaded from our website. Evacuation of any disabled persons are the responsibility of the hirer.
22. Written permission must be sought in advance for exhibition of films.
23. Working at height may only be carried out by contractors. This includes the hanging of decorations above head height.
24. Bouncy castles/inflatables may only be used if they are managed by a professional contractor, with appropriate insurance.
25. Face paints/henna tattoos may not be applied on children under the age of 3, any person with open cuts/sores on their face or any person with an infectious skin or eye condition, such as cold sores or conjunctivitis. Skin tests must be completed prior to application. All equipment used must be cleaned prior to each application and only professional face paints or henna tattoos that comply with current safety legislation or regulations may be used.
26. The Hirer is responsible for ensuring there are a maximum of 120 persons for the main hall and 30 persons for each of the meeting rooms at one time to comply with the Centre's public license.
27. The Hirer's attention is drawn to the no smoking policy that applies throughout the Centre including the outdoor space. This includes e-cigarettes. Any smoking outside of the boundaries of the premises should be respectful of the

neighbours and any waste should be disposed of correctly. The disposal of cigarette butts is not permitted on the premises or in its external bins.

28. If the Hirer brings any electrical appliances in to the Centre, these shall be used properly, be safe, in good working order and comply with current regulations.
29. The Hirer complies with Safeguarding and other relevant legislation by seeing that only fit and proper persons have access to children. The Hirer's attention is drawn to the Safeguarding Children and Adults Policy, which can be downloaded from the ACA Website.
30. The Hirer shall, if preparing and serving food, observe all relevant food, health and hygiene legislation and regulations. If the kitchen is used it must be left in a clean and tidy state with all crockery and cutlery washed up and put away. If the Hirer arranges for subcontractors to supply food the Hirer must ensure that the subcontractor complies with all relevant regulations and these Terms and Conditions.
31. Any sub-contractors used by the Hirer must have their own insurance.
32. The ACA accept no liability for the loss of personal property brought onto or left in the Centre, including the car park, during the letting.
33. No equipment can be stored at the Centre without prior agreement of the ACA. Storage costs will be payable for this service and storage is allocated at the discretion of the ACA. The ACA accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All other equipment or property must be removed at the end of each hire or fees will be charged for each day or part of a day at the standard hire rate until such item is removed. Failure to comply with this will result in the ACA disposing of any items as it sees fit and charging the Hirer any costs incurred in storing or disposing of any items.
34. All rubbish is to be taken home with you for disposal. There is a recycling point behind the Co-op opposite the entrance to the centre for private glass disposal.
35. The ACA reserves the right to refuse an advance booking without notice or terminate an event taking place when it considers the Hirer is not carrying out the terms of the agreement. Such action may be taken when the ACA is dissatisfied with the supervision or, or behaviour of participants at an event, or where general and fire safety is compromised.
36. The ACA Public Liability insurance covers injuries arising from a defect of the Centre or of the contents provided by the ACA. There is no cover against any injury arising from action or negligence by the Hirers. Hirers should therefore note that they must accept responsibility for suitable supervision and for taking out adequate insurance cover (not less than £1,000,000, preferably £2,000,000). This should include cover for damage to the Centre whilst under the Hirer's control. The ACA consider all regular Hirers should have continuing public liability insurance. Sections of ACA will be covered by the ACA insurance.
37. These Terms and Conditions of Hire were adopted and approved by the ACA on April 1<sup>st</sup> 2024

**Hire Agreement:**

I hereby agree to hire and use the rooms/facilities/equipment in accordance with these terms and conditions and the rate of charges in force at the time. I fully understand the position concerning deposits as stated above and insurance. I understand I will be liable for any damages caused and agree to pay this in full on demand. I understand I must pay a deposit to secure my booking. I consent to the ACA processing and storing my personal data for the purposes of securing this booking.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Organisation (where applicable)

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