



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

## CONDITIONS OF HIRE

### Issue No. 18 (February 2009)

The Management Committee agrees to allow the hirer to use specified accommodation at the Community Centre on agreed dates, subject to the following conditions:

1. The **hirer** agrees to pay the fee being charged at the time the booking is made or such other fee as may be agreed.
2. **Single Bookings:**
  - (a) A deposit of the booking fee is payable at the time of confirmation of the booking and ***is not refundable.***
  - (b) Payment of the balance must be made at least 14 days before the booking date.
  - (c) If the booking is cancelled within 28 days of the function, the balance of the full booking fee will be charged.
  - (d) A refundable deposit of not less than **£100** is to be paid with the balance of the hire charge. This will be returned within seven days after the accommodation is used ***except where a nuisance or loss is incurred by the Association,*** for example when:
    - i. Damage occurs to the Community Centre for which the Management Committee incur an expense in repairing;
    - ii. The premises are not left in a clean and tidy condition to the satisfaction of the Management Committee or its employees;
    - iii. The premises are not vacated by the allotted time;
    - iv. Any anti-social behaviour is reported.

In any event, the decision of the Management Committee on whether the deposit is to be returned is final, and is not limited to the exceptions listed above.

3. **Regular Bookings:**
  - (a) Hirers will be required to pay in advance the fee for the periods booked.
  - (b) It is the responsibility of the hirer to ensure that the fee is paid to the Community Association ***in advance*** rather than waiting for a demand.
  - (c) In the event that the fee is not received by the due date, the Management Committee reserves the right to prevent the hirer from entering the accommodation ie. the doors to the room will be kept locked.
  - (d) Excess hours may be charged at double rate.
  - (e) For ***regular bookings only***, full refunds for cancellations are subject to 14 days notice. Otherwise if the accommodation is not used during the hiring period no refund will be made.

Cont. Over

4. **For ALL Bookings:**

- (a) Access to the room hired will be available ***from the time of hire only***.
- (b) The person signing this contract must be over 21 years of age and is ***personally*** responsible for the good behaviour and safety of guests, visitors and attendees, and must ensure that they observe the relevant rules of the Centre, Licensing Laws, local byelaws and conditions of hire as applicable.
- (c) Where individuals are undertaking the activities in their personal capacity, they should check with their household insurers to see if **Public Liability** is covered. Where equipment (e.g. Bouncy Castle or Disco) is used during the hiring, the hirer is to ensure that the operator has suitable and adequate Public Liability insurance.
- (d) The hirer will be legally responsible for any damage, howsoever caused by the hirer or associated attendees, to the Centre and property during the period of hire.
- (e) Under 13's must have responsible adult (over 21 years of age) supervision, with a ratio of one adult to ten youngsters. Under 6s must have responsible adult (over 21 years of age) supervision, with a ratio of one adult to five youngsters. The Community Association does not hire out rooms for parties for the age range 13-21, unless in exceptional circumstances at the Chairman's discretion.
- (f) All events ***must finish*** by their stated time and the room cleared and left tidy. Normally the latest time to vacate the building will be 11.30pm unless an extension has been formally applied for and approved. **Specifically for 11.30pm timings any overrun will automatically mean that the full deposit is forfeited.**
- (g) Access to rooms before the booked time ***cannot be guaranteed*** and ***must*** be made by prior arrangement with the Bookings Secretary. An additional charge may be levied.
- (h) Use of the garden areas ***must*** be made by prior arrangement with the Bookings Secretary.
- (i) **NO ALCOHOLIC BEVERAGES are to be sold or consumed on the premises, without the prior consent of the Management Committee. Bar facilities may be available by prior arrangement with the Bookings Secretary.**
- (j) The hirer is expected to get out and put away any equipment, ie. tables, chairs, crockery.
- (k) Lighting, heating and sound equipment etc. will remain under the control of the Management Committee, Bookings Secretary and staff.
- (l) Permission must be obtained from the Management Committee for the use of any electrical equipment not provided by the Centre. **NO SMOKE MACHINES OR PYROTECHNICS are to be used on the premises AT ANY TIME** as they may set off the fire alarms and automatically call out the Emergency Services which might incur a penalty charge on the hirer.
- (m) The hirer shall not use the premises for the performance of any dramatic or musical work, or for the delivery of any lecture of which copyright subsists, without the consent of the owner of the said copyright, or in any manner infringe any subsisting copyright.

- (n) No animals are permitted in the Centre (except guide dogs for the blind).
- (o) All goods or property whatsoever belonging to the hirer or his/her agent must be removed immediately at the conclusion of the hiring period.
- (p) The maximum permitted number for dances and social functions is as follows:
- |                          |     |                         |    |
|--------------------------|-----|-------------------------|----|
| The Battery (large hall) | 200 | Whiteshute (small room) | 50 |
| Bushfield (new room)     | 75  | Warren (Lounge bar)     | 50 |
- (q) In accordance with legislation effective from 1<sup>st</sup> July 2007, smoking is not permitted anywhere on the premises (including The Battery Courtyard) with the exception of the garden outside the Warren and Bushfield rooms.
- (r) The Management Committee, their representatives or staff should have the right of admission at all times without notice.
- (s) Before, during and after the hiring period the hirer is not to:
- i. Cause a nuisance or annoyance to adjoining owners or occupiers;
  - ii. Cause excessive noise.
- (t) **The decision of the Management Committee or their Representatives shall be FINAL in all respects** and this includes the right to:
- i. On regular bookings, to give one month's notice if the room is required for another event;
  - ii. Cancel any booking due to unforeseen circumstances without being liable to costs;
  - iii. Refuse admission;
  - iv. Reduce the noise level;
  - v. Decline any single booking;
  - vi. Require the hirer to leave the premises on any deemed infringement of the Conditions of Hire.
- (u) The hirer will be required to be aware of the escape routes in case of an emergency. On the sounding of the alarm, hirers and their members are to leave the building by the nearest safe exit, all of which are clearly marked, and assemble in the car park next to the doctors' surgery. Where appropriate, a roll call is to be taken to ensure that everyone in the group has left the building. The hirer is to report to the responsible person present that everyone has been accounted for.

**NOTE:**

The Management Committee has a policy to try and ensure that the Centre is used for the purpose of offering a wide range of facilities for the benefit of the Community. It may, therefore, be necessary from time to time to either not renew existing arrangements or to rearrange regular lettings to accommodate new users. The Committee cannot, therefore, guarantee that hirings will be automatically renewed but will, where such situations arise, consult with those affected.

**COMPLAINTS PROCEDURE:**

Any complaints should be made to the Bookings Secretary in the first instance, and thereafter to the Management Committee.

**Booking No:**

**Date/Period Booking(s) Made:**

**Payment Enclosed:**

I confirm my booking requirements as detailed in my Confirmation of Booking/Invoice and agree to these Terms & Conditions of Hire.

**Print name:** .....

**Signed:** .....

**Date:** .....