

CHURCH LANGLEY COMMUNITY ASSOCIATION

CHURCH LANGLEY COMMUNITY CENTRE

CONDITIONS OF HIRE - OCCASIONAL USERS

1. **APPLICATIONS**

All applications for the hire of the Premises must be in writing on the relevant form obtainable from the Centre Office. The form must state the precise nature of the engagement or meeting or other purpose for which its use is required. In case of any omission from or mis-statement in the form of application as to the description and nature of the engagement, meeting or other purpose for which the premises are required, the letting may be cancelled and any charges paid will be forfeited. The person by whom, the application form is signed shall be considered the Hirer. Where a promoting organisation is named that organisation also shall be considered the Hirer and shall be jointly and severally liable hereon with the person who signs the form. Applications by persons under 25 years of age will not be accepted.

2. **BOOKINGS**

- a) Upon completion all booking forms shall be returned to the Centre Office together with a deposit payment for the appropriate charge. All payment options can be found on the second page of the booking form.
- b) Until this form has been received and the deposit paid, no engagement will be booked. The Total Hall Hire Charge shall be paid at least four weeks before the date of the function. If not so paid, the CLCA reserves the right to cancel the booking and to re-let the space and the deposit paid shall be forfeited.
- c) The CLCA reserves the right to refuse any application for the use of the Community Centre or to cancel the letting for any reason whatsoever. In the event of the hall being required for Council or National purposes or if danger is caused or likely to be caused to members of the public as a result of such letting the CLCA has the right to cancel any letting granted. In such circumstances, any deposit paid will be returned to the Hirer, but the Hirer shall not be entitled to compensation for any loss, damage or inconvenience they may suffer as a result of his letting being cancelled.

3. **SUB-LETTING, SURRENDER AND CANCELLATION**

- a) The Hirer shall not sub-let but may, with the consent of the Centre Office surrender his letting so that the hall may be re-let.
- b) Should the Hirer wish to cancel the booking of the Community Centre, in the event of less than 24 hrs notice, full rental is payable; more than 24 hrs notice but less than two weeks, 50% refund; two full weeks 75% refund; four weeks or more 90% refund; full refunds for cancellations due to death/sickness/accident/injury are at the discretion of the Centre Office. Charge to be retained from the deposit if the deposit but not the rental has been paid.
- c) Once a letting has been cancelled under this Regulation, the Hirer will be required to pay the full letting fees in respect of any subsequent letting, at the time of booking instead of the usual deposit. Should any subsequent letting be cancelled, the whole of the fees shall be forfeited. The CLCA may in exceptional circumstances, and at their sole discretion, waive or modify this regulation.

4. **SPECIAL LETTINGS INVOLVING EXTRA RISK**

All lettings involving any unusual risk will be subject to any further charges or conditions which are or may be imposed by the CLCA or by its Insurance Company, and such charge will be payable one month before the date of the letting.

5. **CHARGES**

The charge for lettings shall be in accordance with the scales in force at the time the application is made and accepted.

The CLCA reserves the right at any time, without notice, to amend the charges in respect of the letting. Hirers will be notified of any increase as soon as possible after a decision is taken to so increase the charges and will be responsible for paying the increased charge, based on the approved charge effective in the financial year in which the letting takes place should an application not been made and accepted.

6. **PREMISES/EQUIPMENT**

SMOKING IS NOT PERMITTED ANYWHERE WITHIN THE COMMUNITY CENTRE.

- a) If the Community Centre is not left in a satisfactory condition, or used in excess of times stated on booking form the CLCA have the right to retain deposit paid in full.
- b) If the Community Centre and equipment provided therein by the CLCA is not left clean and tidy and furniture replaced to the satisfaction of the CLCA, the hirer will be responsible for any costs incurred by the CLCA in connection therewith.
- c) The hirer shall immediately upon demand, after the date of any letting where in connection with such letting pay to the CLCA the cost of making good any loss of or damage to premises or equipment.
- d) No alterations or additions shall be made to fixtures or fittings, or other arrangements of the premises except with the consent of the CLCA.

7. **CATERING**

Light usage of the kitchen for simple refreshments is available simultaneously to the hirers of each hall. If exclusive use of the kitchen is required this must be arranged through the Centre Office, and both halls may have to be booked.

All late night bookings must hire both halls.

All hirers are required to provide their own caterer or caterers whose names must be notified to the Centre Office on the booking form, at least 7 days before the date of the function on the relevant form. The CLCA reserve the right to refuse to allow any particular caterer or caterers to be employed.

All hirers are required to arrange their own serving of alcohol, and the premises is only licensed for alcohol to be served and not sold. The use of alcohol on the premises will only be permitted on condition that the use of it has been properly applied for on the form of application.

8. **DAMAGE OR LOSS**

- a) Nails, hooks, adhesive tape or drawing pins must not be fixed to the walls, woodwork, doors, windows etc of the Community Centre. PLEASE NOTE that no items are to be left attached to the walls of the halls. Hooks are provided on the pillars of the large hall, which can be used for display purpose.
- b) Helium Balloons are not permitted in the Community Centre, as they are a danger if they come into contact with rotating ceiling fans.
- c) Candles are considered to be a fire risk and are not to be used in the Community Centre, with the exception of a minimal amount on a celebration cake, which should be lit and extinguished within 2 minutes. The hirer shall be responsible for ensuring smoke from candles on the aforementioned are kept to a minimum, as the smoke detectors are sensitive and the fire alarm may be activated. Which could result in the Fire Brigade attending the building, which a charge may be made.

- d) The Hirer shall be responsible for the costs of making good all damage to the building, fixtures, fittings, furniture or losses therefrom caused either by himself, his agents, servants or invitees, or by the agents, servants or invitees of any organisation for which he may act.
- e) For all bookings the Hirer shall pay a deposit with the CLCA, prior to any engagement. This sum shall be repaid in full after the engagement if all conditions have been complied with. Should the amount of the deposit be insufficient to meet the assessment of damage, the excess shall be recoverable as a civil debt from the person making the deposit. The CLCA reserves the right not to apply this condition if it so desires.

9. **PERFORMING RIGHTS AND PHONOGRAPHIC PERFORMANCES**

The Hirer shall not infringe any subsisting copyright or performing right and indemnifies the CLCA against all sums of money which the CLCA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

10. **ENTERTAINMENT TAX AND ROYALTIES**

The Hirer will be responsible for and must make arrangements for the payment of Entertainment or other tax or any Royalties chargeable in respect of the purposes for which the hall is used by them.

11. **CHILDCARE ACT 2016**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2016 and the Safeguarding Vulnerable Groups Act 2016 and only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks should have access to the children. Checks may also apply where children over the age of eight and vulnerable adults are taking part in activities. The Hirer shall provide the CLCA with a copy of their DBS check and Child Protection Policy on request.

12. **DISABLED ACCESS FACILITIES**

An accessible access toilet is provided for all Users of the building and is located in the Large Hall. This is available for Users in the Small Hall and therefore access through the Large Hall is allowed at all times

13. **EXIT/LEAVE BUILDING**

- a) The Hirer must ensure that the Community Centre is cleared and ready for closure by the end of the session booked. Failure to do this will result in action being taken against the Hirer for breach of contract
- b) The Hirer must ensure all areas are left clean and tidy, taps and lights turned off, and door secured when exiting. Please provide black sacks for any rubbish, and remove from Centre when departing.
- c) Clearance of all equipment and decorations must be completed before leaving.

14. **GOOD ORDER CONDUCT**

- a) The Hirer shall be responsible for the hire of the hall and take every care to ensure that no undesirable person is permitted to enter or otherwise make use of the accommodation and shall provide a sufficient number of responsible persons to secure good order and conduct of all persons upon the premises and in the car park, during the term of the letting.

- b) The Hirer shall take every care to ensure that no dogs are allowed to enter upon the premises. The exception being disability dogs for the registered disable.
- c) The Hirer shall ensure that music provided at the premises shall not cause a nuisance or annoyance to local residents and that any form of amplification shall be so controlled by the Hirer to prevent such a nuisance.
- d) The Hirer will be required to use his best endeavours to prevent noise or disturbance by patrons leaving the hall.

15. **RESPONSIBILITY**

Under no circumstances will the CLCA accept responsibility for liability in respect of any loss of or damage to any property, articles or things placed or left on the premises by or on behalf of the Hirer or any other persons or in connection with the letting.

16. **INDEMNITY**

The Hirer shall indemnify the CLCA from and against:-

- a) all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the CLCA arising from or in consequence of the non-observance or non-performance of any of these Conditions and Regulations or any act, neglect, default or omission of the Hirer, his agents or servants.
- b) all claims, demands, actions or proceeding in respect of the death of or injury to any person howsoever and by whomsoever caused which shall occur or arise from any accident or occurrence which shall happen while such person is in or upon any part of the premises or property of the CLCA during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.

17. **BREACH OF REGULATIONS**

If the Hirer should commit any breach of, refuse or fail to comply with any of these regulations the Centre Office acting for the CLCA shall have the right to cancel the letting without relieving the hirer from this obligation under this contract or agreement with the CLCA and any fees paid to the CLCA in respect of the letting shall be forfeited. The CLCA will have regard to any breach of conditions when the Hirer in default makes a further application for letting.

18. **VARIATIONS**

The CLCA reserves the right at any time without notice to vary these Conditions.