



Charity number: 1159218

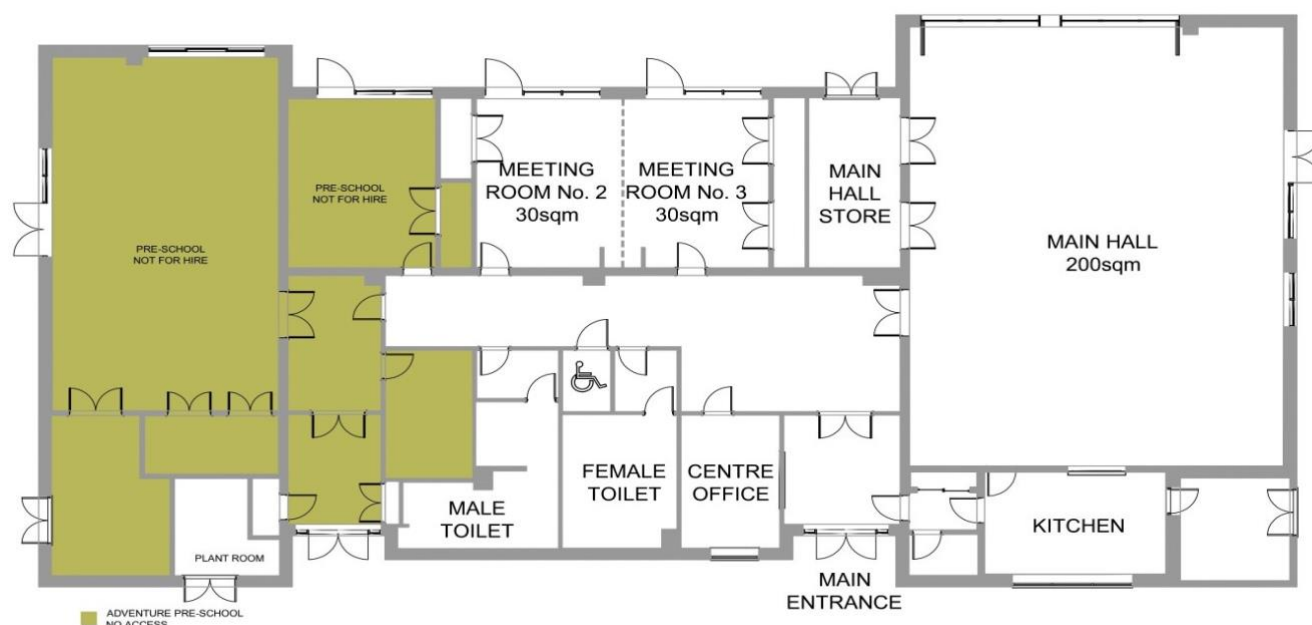
## **Terms and Conditions of Hire - Augusta Park Community Association**

### **PART ONE: Terms of Hire**

The Augusta Park Community Centre will be referred to below as “**The community Centre**”. The APCA Trustees who facilitate the community centre will be referred to as “**Centre Management Committee**” and Augusta Park Community Association as “**APCA**”.

No part of the community centre will be hired to persons under the age of 21. For the purposes of these conditions the **HIRER** shall mean an individual hirer or, where the hirer is an organisation, its authorised representative.

### **PART TWO: Hire Charges ( with effect from 1<sup>st</sup> May 2023)**



**The main hall is approx.. 16m x 12m**

### **Hiring Rates:**

| Facilities          | Commercial per 1 hour | Non-commercial per 1 hour |
|---------------------|-----------------------|---------------------------|
| Whole Centre        | £35.00                | £27.00                    |
| Main Hall           | £22.60                | £18.00                    |
| Meeting Rooms       | £17.60                | £12.60                    |
| Meeting Room 1 or 2 | £12.60                | £9.60                     |
| Kitchen             | £10 one-off payment   | £10 one-off payment       |

All rates are based on single bookings. Discounts available for block or long term bookings when booked in bulk and only if paid on time, are as follows:

- A. 0-5 Bookings -0%
- B. 6-11 Booking -10%
- C. Exceeding 12 Booking – 20%

\*\*\*Please note, single weekend bookings after 6pm will have additional 20% extra charge per hour\*\*\*



Charity number: 1159218

**Late payments:** If payments are still outstanding 7 days after the due date, APCA reserves the right to deduct any discounts already applied. The 20% discount is applied as early payment discount to all regular bookings of over 12 rather than a regular hirer discount.

## PART THREE: Booking Procedure, Deposits and Cancellations

1. **Booking Procedure:** Provisional booking must be made by filling in the online booking form <https://augusta.lemonbooking.com/>
2. As soon as the £50 refundable deposit is received, the booking is marked as confirmed. If APCA doesn't hear back or doesn't receive £50 deposit within 7 days, the booking is released back to the public.
3. If an event is planned with less than 14 calendar days, the booking form, deposit and full payment will be required at the time of booking.
4. For all one off bookings, payments must be made in full 14 days prior to the event.
5. If the HIRER needs additional time either side of the event for "setting up" and "cleaning up", this must be included in the booking period and paid for.
6. The HIRER may only use the rooms noted on the booking form.
7. The HIRER shall be responsible for leaving the premises on time (to allow for the next hirer to take over without delay) and ensuring that the premises and surrounding area are in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced, (e.g. tables and chairs put into cupboards) otherwise the Community Centre shall be at liberty to make an additional charge. This charge is £18.00 per hour required to rectify the premises.
8. All HIRERS must ensure NO rubbish is left at the Community Centre or removal of rubbish will be chargeable utilising the deposit held.
9. If the kitchen is used as part of the hire, the HIRER must leave it clean and tidy. All crockery and cutlery used should be washed up and returned to its original place. A cooker and dishwasher is available for events and dishwasher tablets are provided. The cleaning equipment is to be found under the sink.
10. **Deposits, Breakages and Damages:** The HIRER shall pay a deposit of £50 in case of minor damage to the Community Centre, the furniture or the fittings, in case extra cleaning is required or in case of staying beyond the agreed time. The deposit paid does not cover liability of the HIRER to the Centre Management Committee in the event of serious misuse of the Community Centre, the furniture and fittings or the environs. The Centre Management Committee will return the deposit within 14 days after the period of hire has expired, providing;
  - The building is left clean and tidy and the closing checks have been completed and signed for
  - There has been no damage to the property, equipment or environ. Any breakages or damage must be reported to APCA within the hire period.
  - All furniture is to be returned to its original position
11. Deposits will only be accepted by Bank transfer or Cash. All deposits will be returned in the manner they were submitted.
12. The Centre Management Committee reserves the right to retain the deposit either in part or whole should condition 10 above not be met.
13. The security deposit will also be withheld as a result of noise nuisance and/or other disturbance during the hire period.
14. **Cancellations:** 14 days notice is required in the event of the need to cancel a one- off hire. If due notice is not given, the Hirer will be required to pay the full hire charge. 1 month notice is required in the event of the need to cancel a regular hire. If due notice is not given, the Hirer will be required to pay one full month hire charge. We reserve the right to cancel this Agreement by giving you written notice in the event of the premises being required for use as Polling Station or premises becoming unfit for your intended use. Trustees have the right to not accept bookings.
15. In the event of the need for the Centre Management Committee to cancel a booking, every effort will be made to give a minimum of 14 days notice for one-off hires and 28 days for regular hires. The Centre Management



Charity number: 1159218

Committee cannot be held responsible for short notice being given due to emergency repairs or health and safety issues. In this instance the deposit or hall hire fee will be refunded.

## PART FOUR: Conditions of hire

16. The HIRER will be responsible for the supervision of the Community Centre, all the fixture and fittings contained therein, their care, their safety from damage and the behaviour of all persons using the Community Centre, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the entrance and ensure only marked spaces are used.
17. The HIRER shall not:
  - Use the Community Centre for any other purpose than described on the booking form
  - Sublet
  - Use the Community Centre or allow the Community Centre to be used for any unlawful purpose
  - Bring anything into the Community Centre which may endanger or render invalid any insurance policies
18. The HIRER shall ensure that the minimum amount of noise is made on arrival and departure. The quiet hour needs to be respected. The quiet hours are between 23pm and 7am
19. The HIRER shall ensure that nothing is done on or in relation to the Community Centre in contravention of the law relating to gaming, betting and lotteries.
20. The HIRER must conduct their own fire risk assessment and comply with the site fire safety prevention and procedures. The HIRER shall ensure that he/she is aware of the location and use of the fire equipment, the escape routes, their proper operation and the need to keep them clear. The HIRER shall take time to read the laminated **Fire Safety Fact Sheet** which can be found on the notice board outside the office.
21. Evacuation of any disabled people; HIRER is required to a PEEP ( Personal Emergency Evacuation Plan) for disabled, vulnerable persons or hearing impaired.
22. If the HIRER brings any electrical appliances in to the Community Centre, these shall be used properly, be safe, in good working order and comply with current regulations including being PAT tested.
23. The HIRER must ensure that a responsible person, over the age of 21, will be present in the Community Centre at all times during the period of the letting.
24. The Centre Management Committee accept no liability for the loss of personal property, brought into or left in the Community Centre.
25. The Community Centre is a no smoking or vaping environment. This includes the car park. The hirer and those using the Community centre under the same letting arrangement, must respect this policy. If any damage is caused due to smoking, the hirer will be liable to rectify any defect.
26. The Management Committee's Health & Safety policy is reviewed on an annual basis. A statement of general policy can be found on the noticeboard outside the office.
27. The Management Committee's Safeguarding Children and Vulnerable Adults policy is reviewed on an annual basis. A copy of the policy can be found on the noticeboard outside the office.
28. Alcohol: If alcohol is to be sold, the HIRER must make suitable arrangements with a licensed publican or obtain a special license. The HIRER is responsible for ensuring that the conditions of the license are fully observed together with all relevant current laws relating to the sale and consumption of alcohol. Alcohol provided by the hirer without a license can be consumed if not sold.
29. Food Preparation: The HIRER shall, if preparing, serving and/or selling food, observe all relevant food, health and hygiene legislation and regulations. If the HIRER arranged subcontracts for the supply of food and drink, hirer shall ensure that the subcontractor complies with these regulations.
30. Insurance Arrangements: There is cover under the Community Centre Public Liability insurance insofar as injuries arising from a defect in the Community Centre or the contents of the building are concerned. There is however, no cover against any injury arising from some action or negligence by the Hirers. Hirers should therefore note that they must accept responsibility for suitable supervision and for taking out adequate either for a short period of a few days or, as is most usual, an annual policy.
31. The minimum limit of indemnity for this type of policy should be not less than £1,000,000 and preferably £2,000,000.



Charity number: 1159218

32. The Community Centre should have a continuing public liability policy to cover the possibility of claims arising out of all aspects of its activities. Sections of APCA, as defined by APCA will be covered by the APCA insurance.
33. Hirers should ensure that their public liability policy includes damage to the Community Centre whilst under their control. It is not essential to take out a separate fire policy as any liability which could be proved against the Hirer when there is a fire would come under this policy. **APCA consider all regular hirers having continuing Public liability insurance and done their own risk assessments. APCA will check regular hirers Public liability insurance & risk assessment at random.**
34. **Hire of Bouncy Castles:** Use of Bouncy castles – if you use any bouncy castles or land-based inflatable, you must ensure that: access and use is always controlled by the hirer and follow all the supplier's safety recommendations. Also, the company hiring the bouncy castle must have valid Public Liability insurance
35. **WiFi Services:** When using the WiFi service you agree at all times to be bound by the following provisions:
  - Disseminating any unlawful, harassing, libellous, abusive or threatening material or otherwise breaching any laws.
  - Transmitting material that constitutes criminal offence

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the Standard Conditions. Although we aim to offer the best Wifi service possible, we make no promise that the WiFi service will meet your requirements. We may collect and store personal data through your use of our WiFi service.

## 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 APCA processing and storing my personal data for the purposes of securing this booking.**

Payments can be made in cash, or bank transfer:

BACS transfer to be made to:

**Account name:** Augusta Park Community Association

**Bank:** CAF Bank

**Account** 00026820      **Sort Code** 40-52-40

**Reference:** Surname and date of the event

If the deposit is paid by BACS transfer, it will be returned to you by the same means, please provide your:

Account Holders name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Sort Code: \_\_\_\_\_

I have read, understand and will comply with the conditions of hire and scale of charges.



Charity number: 1159218

Signature \_\_\_\_\_

Date \_\_\_\_\_

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