



USER DETAILS

Name		Home Phone	
Address		MobilePhone	
		Email Address	
		Course/Activity	
Company Name			

Start Date:

Finish Date: [] [Note: Not to be more than 1 year from Start Date]

PLEASE NOTE: this User Agreement can be renewed by agreement, see section 3 of the attached conditions.

Room Required:

Hall	Stage Area	Social Area	Office/ Meeting Space

Preferred Times:

Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From							
To							

Please note that, notwithstanding any preferred times indicated above, the Centre will not be available for use on public or bank holidays, unless expressly agreed in writing in advance by the Company.

User Hourly Rate _____

Total Weekly Amount Due for Use _____

Method of Payment

Cheque ☐

Cash ☐

EFT Transfer* ☐

YES I would like to be added to the mailing list for activities in the Bayside Community Centre

(Please tick)

Email ☐

Text ☐

Signature:

Date:

*Bank details: Bayside Community Centre, A

IBAN: IE92 AIBK 9323 6108 3230 62

BIC: AIBKIE2D

Conditions of Use

This Centre User Agreement (the “Agreement”) is between Bayside Community Centre CLG (the “Company) and the user of the facilities of the Bayside Community Centre (the “Centre”) specified on the front page (“you” or “User”) is subject to the following conditions (the “Conditions”):-

1. Booking

1. All bookings, timetable changes, etc are made through the Company administration. Contact in relation to potential bookings should (where possible) be made by way of email, by contacting the Company administrator at the address or telephone number below, or through any booking system that we may notify to you from time to time:-

Bayside Community Centre CLG
Unit 1,
Bayside Boulevard North,
Sutton DUBLIN 13,
D13DDF2,
DUBLIN
Telephone: 01 8391143 / 087 1200055
E-mail: info@baysidecommunitycentre.ie

2. Payments must be made online wherever possible (the Company’s bank account details are specified in the first page of this Agreement).

Payments must be made monthly in advance, save as otherwise agreed in writing with the Company’s administration team.

All cheques must be made payable to “Bayside Community Centre CLG”.

3. Rental times must be strictly adhered to. You must vacate the Centre promptly at the end of your allotted time to facilitate those classes/bookings after your class.
4. The Centre may not be used for any purpose other than that stated in this Agreement. You shall not sub-let or share occupation of the Centre facilities with any other user, individual, group or organisation without the prior written approval of the Company.
5. You must abide by any Covid 19 protocol or similar protocol that may be in force from time to time and as may be notified by the Company to you.
6. The Company reserves the right, after consultation with you, to adjust the hourly rate payable by you for the use of the Centre. Any such adjustment will be communicated to you by email in advance.

2. Insurance & Indemnity

If you are using the facilities for a number of weeks, you must provide your own insurance. Your insurance policy must have a limit of indemnity of €6.5 m with a specific indemnity to Bayside Community Centre noted thereon. A current copy must be made available the Company before this Agreement is finalised.

Personal Liability insurance cover must be arranged in a sum not less than €6.5 million.

All bookings are made on the understanding that the User agrees to indemnify the Company, its directors, officers, employees and agents against all actions, demands, claims and out of pocket expenses made, claimed or asserted by any individual or group arising out of said booking or the use by the User of Centre. By signing this Agreement, the User hereby agrees to indemnify the Company, its directors, officers, employees and agents on such terms.

The Company does not accept responsibility for any loss or injury occurring in, or in the vicinity of, the Centre, however caused, arising from any act, omission, fraud, carelessness or negligence on the part of the User, their employees, sub-contractors, agents, members, guests or invitees. The Company does not accept any responsibility for any equipment left on, or brought into, the Centre by the User or any of its agents, employees, sub-contractors, agents, members, guests or invitees (including in relation to any loss or damage arising out of the use of such equipment). The User and its agents, employees, sub-contractors, agents, members, guests or invitees must not leave equipment on the premises without the prior written permission of the Company.

3. Annual Agreement

1. Booking forms must be signed and returned, along with a copy of the User's current insurance policy.
2. Application for the use/hire of the Centre facilities must be submitted on the official application forms.
3. The Company administration team will assess all applications and respond to them. All bookings are subject to the approval by the Company (acting in its sole discretion), preferred or agreed times may be changed to suit other Centre bookings.
4. The facilities may be unavailable from time to time; if this happens, we will, where practicable, endeavour to notify you as soon as is reasonably possible. Where already paid for, the value of the time lost will be deducted from the next payment due. The Centre facilities will not be available for use on public or bank holidays, unless expressly agreed in writing in advance by the Company.
5. Company management reserves the right to review, change or cancel a booking with prior notice. The Company's decision in respect of same is final.
6. If agreed payment arrangements under this Agreement are not honoured, the Company may terminate this Agreement on two (2) weeks' written notice. The Company may also terminate this Agreement on written notice to the User if the User (or any of its agents, employees, members, guests or invitees or any persons associated with it or acting on its behalf in using the Centre and its facilities)

- is guilty of any fraud or dishonesty or gross misconduct, or act in any other manner which in the Company's opinion (acting in its sole discretion) brings or is likely to bring the Company or the Centre into disrepute or has or is likely to have an adverse effect on the business or reputation of the Company and/or the Centre (including without limitation and for the avoidance of doubt where the User breaches any provision of clause 6 of this Agreement) ;

- commits any serious or repeated breach or non-observance of any of the provisions of this Agreement, which have been notified to the User and are reasonably deemed incapable of remedy or if any such person refuses or neglects to comply with any of Company's reasonable and lawful directions; or

- is convicted of a criminal offence

Termination of this Agreement will result in loss of access to the facilities by the User and any persons acting on its behalf in using the Centre and its facilities. Any payments of rent made in advance shall not be refunded.

7. This Agreement shall terminate on the Finish Date specified in the first page of this Agreement and the User shall have no entitlement to use or avail of the Centre or any related facilities beyond that date. On or prior

the expiry, the User and the Company may agree to extend the Agreement to a new Finish Date; if such agreement is agreed, it shall be effected (and shall only be effective) through a new agreement in the form of this Agreement signed by the parties. For the avoidance of doubt, any new agreement in relation to the use of the Centre facilities between the User and the Company may include a revised hourly rate for the use of the facilities and the User will have no entitlement to the same rate as outlined in this Agreement unless this is agreed by the Company.

4. Cancellations

1. In a case of cancellation, the User must inform the Company (by email or in writing) and any participants about cancellation and rescheduling of a session no later than 48 hours before the start of the class. It is the User's duty to have adequate contact details of each participant on file.
2. Cancellation on less than 48 hour's notice will mean the User will be charged for the time booked.

5. General Rules

1. Rules, policies and procedures of Bayside Community Centre CLG, as laid down by the management/staff must be abided by at all times. The User must familiarise themselves with this Agreement and the Conditions. Please sign two copies of the agreement retaining one copy and forwarding the second copy to be held on the Company's file.
2. **NO** smoking, vaping, chewing gum or illegal substances are allowed on the premises.
3. **Unsupervised** children are not permitted in, or in the vicinity of, Bayside Community Centre.
4. The User will ensure that a **competent, qualified adult** is in attendance to supervise the proper and safe usage of the facilities by members of their group.

Bayside Community Centre adheres to the Children First Guidelines, which are the current Irish Government recommendations for organisations in Ireland. The User and any related or affiliated organisation must study the guidelines and ensure that the User and any related or affiliated organisation is compliant with Children First Guidelines.

5. The person responsible for supervising the group must on entering the facility **sign in the group on the booking diary**.
6. Users accept that there may be other groups using the facilities offering the same activity as the User, possibly on the same day.
7. Users must arrive and sign in before their allotted time and must vacate the Centre facilities promptly at the **end of their allotted time** to facilitate others. Please allot time within your allotted time for class set-up and set-down.
8. Users are responsible for their class set-ups and set-downs.
9. The Company does not accept any responsibility for any equipment left in, or brought into, the Centre by the User or any of its agents, employees, sub-contractors, agents, members, guests or invitees (including in relation to any loss or damage arising out of the use of such equipment). All equipment left by such persons in the Centre will be left at the risk of the User. It must be noted that the User and its agents, employees and clients/ customers must not leave equipment on the premises without the prior written permission of the Company.

10. Users are advised not to do any promotion or advertising until they have received confirmation of their booking from the management. The use of the Centre by the User pursuant to this Agreement does not constitute any endorsement of such use by the Company and none shall be claimed or implied by the User, its employees or its agents in any way whatsoever.
11. All areas are to be left clean and tidy after use. Users are required to use the appropriate waste bins provided. Rubbish not placed in waste bins to be removed by the User unless otherwise expressly instructed by a Company employee or director.
12. Please do **NOT** use scotch tape, nails, staples, glue gun, adhesive pads, Sellotape, spray decorations or duct tape on any Centre surface (including floor, tables and chairs). Please use only masking/painters tape.
13. Do not move or remove Fire extinguishers or Fire labels.
14. Do not drag, push, slide or pull anything not on wheels across any floor surface.
15. Do not remove any Company property from the building.
16. The User agrees to not allow anyone in their group to stand on the chairs or to stand/sit on any of the tables.
17. Any damage should be reported to the Company as soon as possible and in any event within 24 hours. It may be necessary for a replacement/repair charge to be levied, depending on the circumstances. If any marks are made on the walls the User is responsible for removing those marks.
18. The area of the Centre used by the User must be left as it was found.
19. In the interest of safety, all long term users should attend a training session to acquaint themselves with security and fire emergency procedures.
20. If the User or its employees or agents prepare food and/or beverages for the activity which is the subject of the booking, it is the User's responsibility to ensure that it is compliant with food safety legislation and food hygiene standards, and any legislation concerning the supply or consumption of alcohol. The Company accepts no responsibility for any breach of such legislation or standards by the User, its, employees, agents or anyone else engaged by it in relation to the activities contemplated by the booking.

Without prejudice to the foregoing, use of the kitchen facilities in the Centre is entirely at the User's own risk and none of the Company, its officers, employees or agents will be in any way liable for any accidents, damage or injury of any kind that may arise from the use of such facilities by the User and/or its agents, employees and clients/ customers.

21. If the User is providing or engaged in any physical activity training or instruction during any booking, then it must ensure that any trainers, instructors or persons providing similar roles must provide to the Company on request proof of qualification from a recognised national governing body for the relevant activity, and proof of membership of a recognised national governing body for such activity.
22. Arrangements for the opening and closure of the Centre, are the responsibility of the Company. In certain circumstances special arrangements can be agreed with the Company. In these circumstances no keys can be copied or lent to other parties, without the express permission in writing of the Company.
23. By agreeing to the letting, the User shall be wholly liable and warrants acceptance of this liability to the Company, for any loss or damage to buildings, furniture, effects and fittings of the Company. This liability shall extend (without limiting the foregoing) to any loss or damage which occurs as a result of any act, omission, fraud, carelessness or negligence on the part of the User, their employees, sub-contractors, agents, members, guests or invitees.

24. The Company may agree with the User (subject always to paragraph 5(9) above) to provide storage facilities at the Centre to the User. The Company may charge a fee (to be agreed in advance with the User) for such storage, either as part of the hourly rate or as an additional fee. The User shall strictly comply with any conditions relating to the storage facilities provided to it by the Company and shall not exceed the agreed storage capacity.
25. By signing this Agreement the User acknowledges that it is the intention of the parties to this Agreement that the terms of this Agreement will not create a tenancy within the meaning of the Landlord & Tenant Acts (1967 to 2005, as further amended, supplemented and replaced from time to time, the "Acts") and the User hereby renounces any rights or entitlements under the Acts including to any new tenancy or Centre user agreement upon termination of this Agreement.
26. A notice given to or by a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, e-mail or by post at the address or email address given for that party in this Agreement or as notified by that party in writing to the other party. Unless proved otherwise, any such notice shall be deemed to have been received, if delivered by hand, at the time the notice is left at the address or given to the addressee or sent to the addressee's email address; and if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second day after posting or at the time recorded by the delivery service.

6. Equality, respect and conduct

The Company is committed to providing a safe, welcoming, diverse and inclusive environment for everyone who uses our facilities. Accordingly, the User and all its agents, employees, sub-contractors, agents, members, guests or invitees must (and the User hereby undertakes to, and to procure that such persons shall):

- treat all people with dignity and respect, regardless of age, sex, sexual orientation, gender identity, marital or family status, disability, race, religion, membership of the Traveller community or any other protected characteristic.
- refrain from any behaviour, language or communication (including online or on social media where it is reasonably connected to activities in the Centre) that could reasonably be viewed as discriminatory, harassing, hateful or inciting hatred.
- comply with the Centre's Equality / Dignity & Respect and Safeguarding policies (as amended from time to time).

The Company reserves the right to refuse, suspend or withdraw access (in accordance with Clause 3 of this Agreement) to the facilities, room bookings or programmes where the User or any of its agents, employees, sub-contractors, agents, members, guests or invitees or is found to be in breach of this clause or any related policy.

I have read this Agreement (including the Conditions), and I understand and accept the terms of the Agreement and agree to be bound by such terms including the Conditions.

Signed by:

Capacity:

Date:

This form will be kept on file in accordance with Bayside Community Centre Data Protection Policy and GDPR.