

Burghclere Down Community Centre

Burghclere Down Community Centre
Berry Way
Andover
Hampshire
SP10 3RZ

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Email: bdcommunitycentre@hotmail.com
Tel: 01264 723904 (answer phone service)
Emergency mobile: 07874 932 569

The Centre is run by BURGHCLERE DOWN COMMUNITY ASSOCIATION, registered charity no. 1102751

Terms and Conditions of Hire

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 CENTRE refers to the Burghclere Down Community Centre and COMMITTEE shall be defined as the Trustees of the Burghclere Down Community Association, whose responsibility it is to run the Community Centre. REGULAR HIRERS are those individuals or organisations who book a set of consecutive daily, weekly, or monthly hires that commence and conclude at the same times for a minimum period of 3 months.

GENERAL

1. By making a booking the hirer agrees to the following Terms and Conditions of Hire, confirming that they have read, and will abide by, all sections. Any breaches of the conditions may result in non-refund of the deposit.
2. The Centre cannot be hired or booked by persons under the age of 18 years old.
3. Unless otherwise stated by the Committee, all bookings will be for exclusive use of the Centre including the Main Hall, Meeting Room, kitchen, toilets and garden.
4. The hirer shall only use the premises during the agreed period of hire and not for any other purpose other than described in the booking confirmation.
5. The hirer, or a designated person, must remain on the premises throughout the time of hire and at no time during the hiring is the building to be left open and unattended.

6. The hirer must remove all their property from the hall immediately after the function, unless prior agreement has been obtained for it to be stored on site and it has been secured in a designated store.
7. The hirer shall ensure that they have access to a mobile phone for use in the event of an emergency, as there is no public telephone in the centre nor within 1000m.
8. The Centre is available to hire from 5.30am to 11.30pm, Monday to Sunday. Bookings outside of these times need to be specially authorised by the Committee. No bookings will be taken on New Year's Eve unless with written permission from the Committee.
9. The hirer shall not sublet, use or permit the premises to be used for any unlawful purpose and ensure that nothing is done on, or in relation to, the premises in contravention of the law relating to gaming, betting and lotteries. The hirer shall not do anything or bring anything onto the premises which may endanger or render invalid any insurance policies.
10. The hirer will be responsible for supervision of the premises, all fixtures and fittings contained therein, their care, their safety from damage and the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the entrance to the centre, fire exits and local resident's property.
11. The hirer shall ensure that the minimum of noise is made on arrival and departure. The hirer is also responsible for ensuring noise from personnel or music is kept at a level so as not to disturb local residents.
12. The hirer will sign the Visitors log on arrival to the hall and sign out of the Visitors log when leaving the hall at the end of the hire period. Individual guests are not required to sign in and out.
13. A member of the Committee or Centre volunteer will meet the hirer at the Centre at the time and date indicated on the booking confirmation to enable access and show the hirer around.

BOOKINGS AND PAYMENTS

14. Booking requests must be made using the online Lemon Booking system (accessed via www.burghcleredown.org.uk). On acceptance by the Committee, the hirer will be sent an email confirming the booking date and time along with payment details. Bookings are not secure until payment is received.
15. Provisional bookings may be made using a Booking Form (to be requested from, and returned to, the Bookings Secretary) in the event of the electronic booking system being offline or inaccessible.
16. Full payment of the hire cost and refundable damage deposit must be made by bank transfer within 7 days of receipt of the booking confirmation. If the hirer does not make the payment within 7 days, the booking will be released.

17. The hirer must ensure that they book the Centre for the full time required for their event. If the hirer requires additional time for setting up and cleaning this must be booked and paid for.
18. The hirer must pay a damage deposit of £50 via bank transfer at the same time as the hire payment is made. The sum reserved by this clause shall not be the limit of liability of the hirer to the Committee in the event of damage, loss or serious misuse of the premises or its furniture/fittings.
19. The deposit will be returned to the hirer 7 working days after the hire date, providing that the centre is left in a clean and tidy condition (see Hirer Leaving Checklist) and subject to an inspection of the premises by the Committee or a representative thereof.

HEALTH AND SAFETY

20. The hirer will comply with Centre safety and fire regulations and not exceed the maximum number of personnel allowed on the premises. In the Meeting Room this is a maximum of 30 seated or 50 standing. In the Main Hall this is a maximum of 100 seated or 200 standing.
21. The hirer 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 escape routes clear at all times. Note, fire doors must not be propped open. (Fire Safety information is located on the noticeboard next to the Meeting Room).
22. The use of smoke machines, lit candles (excluding cake candles) and sparklers is not permitted in the centre. In the event of the fire alarm being activated through use of the above, the hirer shall be liable for any costs incurred by the Committee in respect of resetting and testing of the Centre fire protection and alarm systems.
23. Fireworks are prohibited at all times.
24. The Centre and gardens are strictly NO SMOKING and NO VAPING areas.
25. If the hirer brings any electrical appliances onto the premises the items must be used properly, be safe, in good working order and comply with current regulations including being PAT tested.
26. The use of water-based activities is not permitted within the interior of the centre premises.
27. The hirer will record all accidents and injuries that occur at the Centre during the period of hire in the Accident Book.

DAMAGE

28. The hirer shall not hang any decorations on the walls that cause marks, holes or sticky patches. Decorations can be hung or pinned to the wooden batten above the noticeboards in the Main Hall only.
29. The hirer is responsible for any damage or loss, however caused, to the premises, fittings and contents covered by this agreement.

30. The hirer agrees to reimburse all costs arising from such damage or loss and to insure their own personal effects.
31. At the end of the period of hiring the hirer shall leave the premises and surrounds in a clean and tidy condition and the building properly locked and secured in accordance with the Hirer Leaving Checklist. The Committee shall take an additional charge from the hirer's security deposit if this condition is not met.
32. Under no circumstances will the management committee make good or accept any responsibility for damage, theft or loss of any property brought into or left on the premises.
33. The hirer is responsible for arranging insurance to cover any risk involved in the activities for which the Centre is used and the damage, theft or loss of any property brought into or left on the premises
34. Any damage or breakages, accidental or intentional, should be reported to the Committee by entering them into the Maintenance log book.

CANCELLATION

35. The Committee shall not be responsible for any financial loss to the hirer due to the Centre being unavailable for any reason, including but not limited to emergency repairs or health and safety issues. If the Committee cancel a booking for these reasons, the hirer will be refunded that session's hire.
36. The Committee reserve the right to cancel/terminate with immediate effect any booking agreement if the hirer fails to comply with the Terms and Conditions of Hire.
37. The Committee reserves the right to cancel any hiring in the event that the Centre is required for use as a polling station for a Parliamentary or a Local Government election or by-election, in which case the hirer shall be entitled to a refund of any hiring charges already made for the period concerned.
38. If the hirer wishes to cancel the booking before the date of the event, the charges incurred will be as follows:
 - 14 days or less before the hire date – full payment is required and the hirer's deposit will be refunded.
 - 15-28 days before the date of hire – 20% of the full payment is required and hirer's deposit will be refunded.
 - 29 days or more before the date of hire – no charges will be made and the hirer's deposit will be refunded.

The Committee reserve the right to use the hirer's deposit as payment if charges incurred in this clause are not paid by the hire date.

OTHER

39. **ALCOHOL:** The Centre is not licensed for the sale of alcohol. If alcohol is to be sold, the hirer must obtain the correct licenses from Test Valley Borough Council. A copy of the license(s) must be given to the Booking Secretary 7 days in advance of the booking. The hirer is responsible for ensuring that the conditions of the license are

observed, together with all relevant current laws relating to the sale and consumption of alcohol. Alcohol provided by the hirer may be consumed on the premises, but not sold.

40. FOOD: The hirer shall, if preparing, serving and/or selling any food, observe all relevant food, health and hygiene legislation and regulations. If the hirer arranges subcontracts for the supply of food and drink, they shall ensure that the subcontractor complies with these regulations.
41. WIFI: When using the Centre Wi-Fi, the hirer will not transmit material that constitutes a criminal offence nor disseminate any unlawful, harassing, libelous, abusive or threatening material or otherwise breach any laws.
42. BOUNCY CASTLES: The hirer may use a bouncy castle at the Centre providing that the following conditions are met: the company who provides the bouncy castle must have Public Liability insurance; whoever is supervising the bouncy castle must also have Public Liability insurance (note, some home insurance policies have an element of Public Liability insurance); the hirer is responsible for ensuring that the correct insurance cover is in place. Please note, the ceiling height of the Main Hall is 3.5 metres and the height from the Main Hall floor to the bottom of the ceiling fans is 2.8 metres.
43. MUSIC: The Centre holds a music licence from PPL PRS that allows the hirer to legally play music at classes, events and private parties. Note, if any entrance fees charged for classes or events are more than £19.99 per person, the hirer will not be covered by the Centre's licence. It is the hirer's responsibility to ensure that the correct licences are in place regarding the playing of music and live music performances.
44. ANIMALS: The hirer will ensure that no animals, except service dogs, are brought into the Centre other than for a special event agreed to by the Committee. No animals are to enter the kitchen at any time.

Regular Hirers Terms and Conditions of Hire

The following Regular Hirers Terms and Conditions for Hire applies to regular hirers only. REGULAR HIRERS shall be defined as those individuals or organisations who book a set of consecutive daily, weekly, or monthly hires that commence and conclude at the same times for a minimum period of 3 months. Other individual users or organisations may be deemed regular users at the discretion of the Committee. Unless otherwise stated below, the Terms and Conditions for Hire outlined above will also apply to all regular hirers. In the case of discrepancies between the two, the Regular Hirer Terms and Conditions of Hire will take priority.

BOOKINGS AND PAYMENTS

1. Booking requests must be made using the online Lemon Booking system (accessed via www.burghcleredown.org.uk). On acceptance by the Committee, the hirer will be sent an email confirming the booking dates and times.
2. Provisional bookings may be made using a Booking Form (to be requested from, and returned to, the Bookings Secretary) in the event of the electronic booking system being offline or inaccessible.
3. The requirement to pay a £50 refundable damage deposit at the time of booking will be waived for regular bookers at the discretion of the Committee. Regular hirers will still be financially liable for any damage caused to the Centre, which will be invoiced where appropriate.
4. The Committee will invoice the regular hirer at the end of each month (in arrears) for all sessions that have been booked for that month. Payment is due within 7 days of the invoice date.
5. Regular hirers will be able to book a maximum of six calendar months ahead of the current date, unless otherwise agreed by the Committee.

CANCELLATION

6. The Committee reserve the right to terminate a regular booking agreement by giving 28 days notice in writing to the regular hirer. Bookings already placed and paid for after the term of notice will be entitled to a refund.
7. The Committee reserve the right to terminate regular hirer bookings with no notice if the Terms and Conditions for Hire are not adhered to, or if invoices for damage and/or hire are not paid promptly.
8. The regular hirer may terminate a regular booking agreement by giving no less than 28 days notice in writing. If the regular hirer wishes to cancel an individual booking, the charges incurred will be as follows:
 - 14 days or less before the hire date – full payment is required.
 - 15-28 days before the date of hire – 20% of the full payment is required.
 - 29 days or more before the date of hire – no charges will be made.

OTHER

9. **KEYS:** The Committee will, where it is deemed appropriate, issue a set of Centre keys to the regular hirer. The regular hirer will be expected to sign a Keyholder Policy and to adhere to the terms of the aforementioned policy.
10. **OPENING AND CLOSING:** regular hirer keyholders will be able to open and close the Centre for the dates and times they have confirmed bookings. If regular hirers are the first user of the day they will be expected to unlock and raise the shutters. If regular users are the last users of the day they will be expected to close and lock the shutters. The shutters covering the Main Hall rear fire exit must ALWAYS be unlocked and open when the Centre is in use.

11. NOTICEBOARDS: regular hirers may be offered, at the discretion of the Committee, use of a noticeboard within the Main Hall. Regular hirers are expected to keep the information on these boards neat, tidy, lawful and up to date. Any out of date, faded or inappropriate content will be removed by the Committee. Please note, only push pins are to be used on these boards, no blue tack or sticky tape.
12. ADVERTISING: space will be made available on the external noticeboard of the Centre for regular hirers to display one A5 poster advertising their event/class and contact details. Posters should be handed to the Committee for display. Additionally, the Committee commit to, where possible, regularly sharing contact details for regular hirers on the Centre Facebook page and website.
13. SIGNING IN/OUT: regular hirers will sign in and out of the Centre's Visitor's log on behalf of their class/event each time they use the Centre. Individual class/event attendees are not required to sign the log.
14. CARETAKING: regular hirers shall ensure that they leave the Centre clean and tidy at the end of each session. The Committee expect that regular hirers will follow the Hirers Leaving Checklist.
15. REPAIRS/MAINTENANCE: regular hirers will inform the Committee of any breakages or maintenance requirements by completing the Maintenance Log book. The Committee kindly ask that all issues are logged in this book, which will be checked weekly by the Committee. Urgent repairs should be logged and also followed up with an email to the Committee.
16. INSURANCE: the Committee expect that all regular hirers will have the appropriate Public Liability and any other relevant insurances for the classes/events they arrange at the Centre. Regular hirers will be asked to send a copy of all relevant insurance policies or licences to the Committee once a year.
17. STORAGE: at the discretion of the Committee, regular hirers may be offered storage space in the Centre. Additional charges may apply for the use of such storage space. Storage space is not guaranteed for any user and may be rescinded with 7 days notice.

Hirer Leaving Checklist

As per the Terms and Conditions of Hire above, the hirer's £50 deposit will be returned subject to leaving the Centre secure, clean and tidy. The Committee ask that the hirer completes the following checklist at the end of the hire period:

- ☐ Wipe down and then pack tables and chairs away into the store-room as they were found.
- ☐ Ensure that all furniture and fittings are returned to their original positions.
- ☐ Wipe/mop any spills on the Main Hall floor (you can find cleaning equipment in the cleaning cupboard).
- ☐ Sweep the Main Hall floor.
- ☐ Vacuum the entryway carpet.
- ☐ Wash, dry and put away in the correct place, any cutlery, crockery and pans that have been used.
- ☐ Wipe down kitchen surfaces and empty the sink traps into the bin.
- ☐ Turn off the hot water urn at the wall and ensure the oven and hob are turned off.
- ☐ Take any leftover food from the fridge and freezer with you.
- ☐ Pick up any loose rubbish.
- ☐ Flush all toilets and turn off taps.
- ☐ Empty the kitchen bin, placing the rubbish bag in the general waste Biffa bin outside (you can find replacement bin bags in the cleaning cupboard).
- ☐ Place any cardboard, paper, can or plastic bottle recycling in the dry mixed recycling Biffa bin outside. Please take glass and other recycling home with you.
- ☐ Note any breakages, accidents or repairs in the relevant log books in the entryway.
- ☐ Close all windows and internal doors, including the kitchen hatches.
- ☐ Check the fire exit doors at the rear of the hall are secure.
- ☐ Turn off all lights.
- ☐ Sign out of the Visitors log
- ☐ Close front door behind you and ensure that the magnetic lock has engaged.

Booking Form

HIRER'S CONTACT DETAILS

Name:
Organisation/Group:
Charity number (If applicable):
Address:
Post code:
Contact number:
Email:

£50 DAMAGE DEPOSIT REFUND DETAILS (standard/charity hire only)

Name on the account:	
Bank account number:	Sort code:

EVENT DETAILS

Name/type of event:		
Dates requested (Date, month and year):	*	
*	*	
*	*	
Hire time from:	Time to:	
<i>Hall hire fees (exclusive use of all facilities including main hall, meeting room and kitchen)</i> • Standard hire (parties, meeting and functions) - £15/hour • Registered charities – discounted rate of £12/hour • Regular hirers – discounted rate of £13.60/hour		
Hire rate per hour:	Total number of hours hire:	Total hire fee:

PAYMENT DETAILS

Payments for the total hire fee and £50 damage deposit (if applicable) must be made within 7 days of receiving your booking confirmation. Please pay via bank transfer to: Burghclere Down Community Association Account no: 45518467 Sort code: 60-01-17
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DECLARATION

<i>I, the hirer, have read and agree to the Terms and Conditions of Hire. I understand this form will be held by the Burghclere Down Community Association in a secure environment for a period of up to one year from the date given below.</i>	
Signed:	Date:

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