# **Terms & Conditions**

Calthorpe Community Garden (CCG)

Standard Terms and Conditions of Hire



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These terms and conditions apply to all bookings at Calthorpe Community Garden (CCG). The Hirer must read and agree to these terms before making a booking. If anything is unclear, please contact us for clarification.

# 1. Booking the Space

- 1.1 Rooms or spaces may only be used as specified in your booking agreement. Unauthorised use of other areas will incur additional charges.
- 1.2 The minimum booking period is 2 hours unless it is a regular booking (more than 3 times).
- 1.3 Bookings are only confirmed once the payment is made and this signed agreement is received (see last page to sign). Without this, your booking is not guaranteed.
- 1.4 Set-up and clean-up time must be included in your booking. If you overstay your allocated time, additional charges will apply.

# 2. Payments

- 2.1 Payments must be made in full 2 weeks prior to the booking or immediately if booked less than two weeks before.
- 2.2 Payments must be made via **bank transfer**. We cannot accept cash, cheques, or card payments. We do not charge VAT.
- 2.3 Refunds will be processed in accordance with our cancellation policy. Once the hirer provides their bank details, refunds will be processed within 30 days by the accounts departments of CCG.
- 2.4 CCG reserves the right to cancel a group's use of the premises if fees are not paid prior to the booking.
- 2.5 Prices are correct at time of print but may be subject to change.
- 2.6 Regular Hirers will be invoiced monthly or termly, unless agreed otherwise with CCG staff.
- 2.7 Our discounted rate is granted to registered charities, universities and not-for-profit

organisations.

# 2.8 Hire Charges:

Room	Capacity conference set-up (seated)	Capacity classroom set-up (seated)	Capacity theatre set-up (seated)	Price	Discounted price for charities, & universities
Cabin	15 people	25 people	30 people	£45	<b>£</b> 40
Cabin and canopy	55 people	65 people	90 people	£65	£60
Main Hall	20 people	30 people	50 people	£50	£45
Kitchen	6 people at once			£50	£45
Early Years	15 people	25 people	30 people	£40	£35
Art Room	10 people	20 people	25 people	£35	£30
Polytunnel		20 people		£35	£30
Full site hire			500 people full site	Price on application	Please enquire
Filming or photographic shoot in the garden	30 minutes			£50	

# 3. Set up & Cleaning

- 3.1 Hirer is responsible for setting up and clearing away their own equipment and where necessary to set up equipment owned by the centre. The time frame booked includes setting up and clearing away. Hirers should indicate their specific equipment, furniture and set up requirements prior to their booking.
- 3.2 All rubbish must be placed in the appropriate bin provided, and leftover food or decorations must be removed. Any rubbish and mess leftover will incur a £50 charge.
- 3.3 Late departures will result in additional charges.
- 3.4 Any equipment belonging to the Centre must be safely returned in working order to a staff member.
- 3.5 We kindly ask that all mugs and dishes are cleaned in the kitchen after use.
- 3.6 Only Blue Tac and Sellotape are permitted for decoration, no pins, no staples, or nails may be used.

### 4. Who Can Hire

4.1 The Hirer must be at least 18 years old and is responsible for overseeing the premises and their attendees during the event.

4.2 Children must always be supervised by an adult and must not be left unattended.

#### 5. Cancellations

Where possible we will always try to carry over your booking to a new date within 3 months. If you choose to cancel your booking, the following fees will apply:

5.1 Less than 7 days' notice: 100% of the total cost.

7-14 days' notice: 50% of the total cost.

15-30 days' notice: 25% of the total cost.

- 5.2 If CCG has to cancel your booking (e.g., emergencies, elections), all fees will be refunded.
- 5.3 If CCG has to cancel your booking due to using the space for unlawful or unsuitable activities you will not receive a refund.

# 6. Use of the Premises and Damages

- 6.1 The premises may only be used for lawful activities as agreed in your booking. No gaming, betting or lotteries are allowed. Sub-letting is not permitted.
- 6.2 Any dishes, mugs and cutlery used on site must be cleaned and returned to our kitchen by the end of the booking.
- 6.3 Rubbish must be put in the bins provided and recycled where possible. The booker can ask staff if they are unsure where bins are located.
- 6.4 The room must be left clean and tidy after use.
- 6.5 Animals are not allowed, except guide dogs.
- 6.6 Paper towels, nappies, and sanitary products must not be flushed down the toilets. Bins are provided.
- 6.7 As directed by CCG, the Hirer is liable for all damages (including accidental damage) to the premises or to the fixtures, fittings or contents and will pay the cost of repair or replacement.

# 7. Health and Safety

- 7.1 The Hirer must familiarise themselves with fire safety procedures, including evacuation routes, fire exits, and the location of extinguishers.
- 7.2 The emergency lighting supply will activate in the event of a power failure.
- 7.3 Emergency exits and walkways must remain clear at all times.
- 7.4 Candles, fireworks, and other flammable materials are not permitted.
- 7.5 All food served must comply with food safety regulations. Cooking is permitted when the

Kitchen has been hired and the booker complies with food safety regulations.

7.6 Any leftover food or catering equipment must be removed from the premises at the end of the hire.

# 8. Noise and Neighbours

- 8.1 Noise levels must be kept reasonable to avoid disturbing neighbours.
- 8.2 Doors to event spaces should remain closed during the event to contain noise.
- 8.3 Music must stop at least one hour before the end of your booking to allow time for clean-up. Live music and recorded music can be played after hours on Thursday and Friday 18:00 22:00 and Saturday 12:00 21:00.
- 8.4 If noise complaints are received, additional charges may occur and future bookings refused.

#### 9. Alcohol

- 9.1 Alcohol is not permitted during room bookings unless the whole site has been hired and therefore closed to the public. The serving or selling of alcohol (for a full site hire) must comply with licensing regulations (only permitted on Thursday and Friday 18:00 22:00 Saturday 12:00 21:00).
- 9.2 The hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

# 10. Disorderly behaviour and supply of illegal drugs

10.1 Any person suspected of being under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

### 11. Insurance and Liability

- 11.1 The Hirer is responsible for any damage to the premises or injuries that occur during their event.
- 11.2 CCG is not liable for lost or stolen personal items.
- 11.3 Certain activities may require the Hirer to have their own insurance.
- 11.4 The Hirer shall ensure that CCG holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence.

CCG holds a licence for live performances and sale of alcohol Thursday to Saturday (details on the Hire Agreement below). The Hirer will be responsible for obtaining the relevant licences or Temporary Event Notice for an event on any other day having received prior consent from CCG Director.

# 12. Safeguarding

- 12.1 Activities involving children or vulnerable adults must comply with safeguarding regulations. DBS checks are required for anyone supervising these groups.
- 12.2 Children must always be accompanied by an adult when using shared spaces, such as the toilets.

# 13. Smoking Policy

13.1 Smoking and the use of E-Cigarettes is not permitted inside the buildings or the garden.

# 14. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Candles shall not be lit inside the building as these may set off the smoke detectors,
- (b) Highly flammable substances (including fireworks) are not brought into, used or stored in any part of the premise.
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without consent. No decorations are to be put up near light fittings or heaters.

# 15. Screening Films

Children shall be restricted from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses to show films.

# 16. Electrical appliance safely

The Hirer shall ensure that any electrical appliances brought by them to the premises shall be used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

# 17. Complaints

14.1 Any complaints must be submitted in writing to CCG Management and will be addressed within seven working days.

# **Agreement and Signature**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I confirm that I have read, understood, and agreed to the Terms and Conditions of Hire for Calthorpe
Community Garden.
Name: