

T&Cs for hiring space at The Wells Community Centre, Spa Drive, Epsom, Surrey KT19 7LR

1 Security Deposit

In almost all cases we will require a £50 security deposit to secure your booking. This will be refunded in full at the end of your hire as long as there is no damage. If you are booking an ad hoc session this will be taken in cash for ease of return. If you are booking a regular slot we will take this payment digitally.

2 Fee

The hire fee needs to be paid in full two weeks prior to your booking. If the funds are not forthcoming the booking will be cancelled.

3 Condition

You are expected to leave the halls as you found them. We are a voluntary organisation and so our hirers often self-caretake. It is essential that everyone respects the centre and the work that has gone into saving it. For this reason we ask that you book enough time for your activity and also set up and take down time, which includes clearing away all rubbish, sweeping the floor and checking the loos before you leave. If any damage occurred while you are hiring please let us know as soon as possible.

4 Refunds and Costs

4.1 If the Function is cancelled:

- 14 days before the booking is due to take place then the deposit (less any expenses/costs already incurred by EWCA in connection with the function) is fully refundable.
- within 3 days of the function taking place then the deposit is non-refundable and the hire fee is also payable for that session.

5 Obligations of the Hirer

The Hirer undertakes to the Owner that it shall:

5.1 pay promptly to the Owner on the terms provided in this Agreement all sums and charges due in respect of the Deposit, the Fee and any charge, costs or otherwise;

5.2 comply with:

5.2.1 the capacity requirements of the Premises;

5.2.2 the Health and Safety Policy set down from time to time by the Owner (a copy of which has been made available to the Hirer);

5.2.3 any rules of the Owner or applicable to the Premises in respect of health and safety, data protection or conduct of persons as may be notified to the Hirer during the term of this Agreement;

5.2.4 the Special Conditions and the General Conditions of this Agreement, subject to the provisions of this Agreement;

5.3 satisfy itself that as regards the facilities and services available at the Premises and acknowledges that the Owner shall have no liability in that respect and shall not be responsible for the inadequacy of such facilities, services;

5.4 effect and maintain its own insurance in respect of public liability cover and the equipment introduced by the Hirer into the Premises for the Function, and supply copies of the same to the Owner prior to the Function;

5.5 ensure that all such equipment introduced by the Hirer into the Premises for the Function and the like complies with all the safety regulations and is correctly/properly used and operated in good and safe working order;

5.6 comply with the Owner and Premises's rules including in relation to use of facilities including the parking arrangements;

5.7 ensure that no person forming part of the Hirer shall go into any part of the Wells Centre that is not included in the hire agreement without the prior express written permission of the Owner;

5.8 indemnify the Owner on a full indemnity basis from and against all losses claims, damages claims, costs, expenses and other demands suffered by the Premises as a result of:

5.8.1 any negligence, breach of statutory duty or common law duty or other act or omission on the part of the Hirer or any persons at the Premises with the express or implied authority of the Hirer or whether in respect of death or injury to persons, loss, theft or damage to property and any consequences of same or otherwise;

5.8.2 any breach by the Hirer of its obligations and agreements pursuant to this Agreement.

6 Obligations of the Owner

The Owner undertakes with the Hirer to:

6.1 give access to the Premises to the Hirer on the commencement of the Hire Period;

6.2 advise the Hirer of any health and safety requirements applicable to the Premises together with any other rules of conduct applicable to the Function or the Premises;

7 Acknowledgements

7.1 The Hirer shall be responsible for making all administrative and other arrangements to ensure that the maximum number of persons in the Premises does not exceed its capacity, such arrangements to be approved by the Owner.

7.2 The Hirer hereby agrees with the Owner, confirms and acknowledges to the Owner that:

7.2.1 the Hirer has obtained all relevant approvals, consents and licences as required in connection with the Function;

7.2.2 the Hirer is responsible for all advertising of the Function at its sole own cost and expense and that it will ensure that no advertising/promotional material shall infringe or violate any copyright, trademark or other proprietary right of any other person or render the Owner liable to any proceedings whatsoever.

7.3 The Hirer shall at all times comply with all of its obligations under this Agreement and acknowledges and further undertakes with the Owner as follows:

7.3.1 to use the Premises only for the sole purpose of hosting the Function;

7.3.2 not to use the Premises or any part of it for any activities which involve naked flames and/or are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Owner or the owner or occupier of any neighbouring property;

7.3.3 not to do anything which might invalidate any insurance maintained by the Owner in respect of the Premises or which might increase the insurance premium payable for the Premises;

7.3.4 not to bring on to the Premises or any part of it any animals without the prior consent of the Owner;

7.3.5 to observe all applicable statutes relating to the use of the Premises for staging the Function;

7.3.6 at its own cost to comply with all requirements of the Health and Safety Executive in relation to any features of the Function which are special or unique to the Function;

7.3.7 to pay to the Owner the cost of making good all damage to the or the Owner suffered during the Hire Period (fair wear and tear and damage caused by any risk covered by the Owner's insurance and damage by the Owner's agents, servants and sub-contractors excepted).

8 Cancellation/Closure

8.1 Subject always to the provisions of sub-clause 6.2 below, the Owner may at any time close the Premises in the case of a Force Majeure event or other event outside its reasonable control or other reason which the Owner reasonably considers necessary or desirable in which event neither party shall be entitled to any remuneration, damages etc arising from such closure save as provided in this Agreement

8.2 The Owner may at any time whether in advance of or during the Function in its sole discretion close the Premises, cancel the Function and/or otherwise terminate this Agreement if:

8.2.1 the Owner reasonably considers that the Function (and/or the conduct of any of the Hirer) is or may incite public disorder, racial prejudice, is obscene or otherwise permits to these situations and/or is in bad taste; and/or

8.2.2 if an order proceedings or warning is issued by the licensing or local authority and/or is or may be prejudicial to the liquor and/or public entertainment licences and/or other consents and authorities necessary for conduct of the Premises and/or the good name and reputation of the Owner or the Premises;

8.2.3 the Owner reasonably considers that the Function (and/or the conduct of the Hirer) is in conflict with or prejudicial to the business of the Premises, the Owner and/or its reputation;

8.2.4 the Owner reasonably considers that the Function (and/or the conduct of the Hirer) has breached or is in breach of any of the Hirer's obligations and undertakings under this Agreement.

9 Force majeure

9.1 If by reason of Force Majeure the Owner is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement, then the Owner shall forthwith ensure that the Hirer is aware of the occurrence of any such event and the Hirer shall be entitled at any time after notice, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing to the Owner.

9.2 In the event of cancellation or suspension pursuant to clause 7.1 above, the Owner shall be under no liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

10 Termination

10.1 The Owner shall be entitled to terminate this Agreement forthwith on notice to the Hirer in the event that any monies due and payable under this Agreement (whether demanded or not) have not been paid on the due dates for payment.

10.2 Either party shall be entitled to terminate this Agreement forthwith on notice in the event that the other party:

10.2.1 fails to perform and observe all or any of the material obligations on its part contained in this Agreement;

10.2.2 enters into liquidation (or bankruptcy if an individual) whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.

10.3 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

11 Notice and Communications

11.1 Any notices required to be given under the provisions of this Agreement shall be in writing (unless otherwise provided or necessary in the event of emergency) and shall be deemed to have been duly served by any of the following methods at the relevant party's address as specified in this Agreement or at such other address as either party may hereafter designate from time to time:

11.1.1 prepaid recorded delivery;

11.1.2 first class post;

11.1.3 personal delivery;

11.1.4 electronic mail.

11.2 Notice will be deemed to have been given:

11.2.1 in the case of clauses 9.1.1 and 9.1.2, two (2) Business Days after posting;

11.2.2 in the case of clauses 9.1.3 and 9.1.4, upon receipt at such address except if receipt is not on a business day, in which case the next following business day.

11.3 In the case of the Owner a copy of any notice should be sent to EPSOM WELLS COMMUNITY ASSOCIATION The Wells Community Centre, Drive, Epsom, Surrey, KT18 7LR and by email to Epsom Wells Community Association <contactewca@gmail.com> and in the case of the Hirer to the address given for the Hirer in the particulars and in the case of the Guarantor to the address given for the Guarantor in the particulars

12 Guarantee

12.1 In consideration of the Owner entering into this Agreement at the request of the Guarantor, the Guarantor acknowledges the obligations of the Hirer under this Agreement.

12.2 The Guarantor unconditionally and irrevocably guarantees to the Owner due and proper performance by the Hirer of all agreements, obligations, covenants, indemnities and obligations to be performed, given or observed by him under this Agreement.

12.3 The obligation of the Guarantor is as primary obligator/obligor and not as mere surety and shall not be effected by any of the obligations of the Hirer being void, voidable or unenforceable for any reason and in such event the Guarantor shall perform the obligations of the Hirer as if it were primarily liable for the performance.

12.4 The Guarantor shall not in any way be released from his obligations hereunder by reason of any time waiver, release or any indulgence granted to the Hirer and this Guarantee shall be a continuing guarantee and shall continue in force until the Hirer or the Guarantor shall perform or discharge all their obligations and liabilities to the Owner pursuant to or under this Agreement.

13 Miscellaneous

13.1 User

No part of the Premises is to be used for any purpose other than the purpose set out in the Agreement. No part of the Premises is to be used for any unlawful purpose or in any unlawful way.

13.2 Electrical Fittings

No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved or in any way interfered with.

13.3 Supervision

During the Hire Period the Hirer is to be responsible for:

13.3.1 the efficient supervision of the Premises including (without prejudice to the generality of the above) where applicable;

13.3.2 the effective control of children or attendees;

13.3.3 the quiet orderly and safe admission and departure of persons to and from the Premises, bearing in mind that the Premises is in a residential area;

13.3.4 keeping noise to a minimum, especially for events outside of working hours

13.3.5 the orderly and safe vacation of the Premises in case of emergency;

13.3.6 the safety of the Premises;

13.3.7 the preservation of good order and reputation of the Premises;

13.3.8 ensuring that no obstruction is placed or allowed to remain in any corridor or access door giving access to the Premises.

13.3.9 ensuring that no activities are permitted which are likely to cause damage to the Premises

13.3.10 ensuring that no alcohol (unless specifically permitted for the Function) or banned substances are consumed on the Premises

13.3.11 If no representative of the Owner is present when leaving the Premises ensuring that the Premises is left locked and any alarm is activated, that fire doors are closed and that taps are not running and all lights are switched off

the obligations on the part of the Hirer in this clause 11.3 apply to the whole of the Wells Centre of which the Premises forms part

13.4 Decorations

No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Premises nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Premises.

13.5 Capacity

The maximum number of persons to be admitted to the Premises is not to exceed its capacity and the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the Owner.

13.6 Statutory Requirements

The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises. The Hirer must obtain such registrations and comply with such regulations as are required for it to carry out the Function

13.7 Licence

The Hirer must comply with all conditions and stipulations of the relevant licence for the Premises. Unless otherwise agreed the Hirer may not serve alcohol at the Function. If the Special Conditions permit the serving of alcohol then the Hirer must obtain a temporary alcohol licence and must comply with the conditions thereof.

13.8 Smoking

Smoking (including Vaping) is not to be permitted in any part of the Wells Centre

13.9 Expiration of Hire Period

At the expiration of the Period of the Hiring the Hirer shall leave the Premises in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):

13.9.1 the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer; and

13.9.2 the Hirer is to ensure that all tables supplied by the Owner are duly folded and all chairs duly stacked.

13.10 Personal Agreement

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-contracted.

13.11 Right of Entry

The Owner reserves the right for duly authorised members or officers or employees of the Owner to enter the Premises at any time for any authorised purpose.

13.12 Travel

The Hirer is to encourage attendees to travel to the Function other than by car, and when travelling to a Function by car to park responsibly and respectfully of the owners of neighbouring premises

14 Liability

14.1 The Owner will not be liable for the death of or injury to any person attending the Premises for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Owner.

14.2 The Owner will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of the Owner.

14.3 The Owner will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

14.4 The Owner gives no warranty that the Premises is legally or physically fit for any specific purpose.

14.5 The Hirer will indemnify the Owner against all such liabilities as are mentioned in this provision.

15 General

15.1 This Agreement sets out the entire agreement between the Hirer and the Owner in respect of the subject matter. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.

15.2 This Agreement shall not be assigned or sub-contracted in whole or in part by the Hirer without the prior written consent of the Owner.

15.3 This Agreement shall have the benefit of and be binding upon the respective parties' successors and permitted assigns and/or legal personal representatives and estates as appropriate.

15.4 No third party shall have a right to enforce any provisions of this Agreement. If any of the provisions of this Agreement are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.

15.5 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

15.6 This Agreement shall be governed by the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

GLOSSARY

Agreement means this Premises hire agreement including the Special Conditions, the General Conditions), any schedules and/or annexures attached to this Agreement;

Force Majeure means an event or events beyond a party's reasonable control including fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war, fire or explosion or any other event beyond the control of the party other than a shortage of money of the Owner that is anticipated to or that will prevent or hinder the party from fulfilling the substance of its obligations under this Agreement;

General Conditions means the Owner's General Conditions of Hire edition 1, a copy of which has been provided to the Hirer and is annexed to this Agreement;

Special Conditions means the Special Conditions of Hire, which shall form part of this Agreement.

VAT means Value Added Tax.