

## Ashton Vale Community Centre

## Terms and Conditions for Hire

Hereinafter Ashton Vale Community Centre shall be referred to as 'AVCC' and the Hirer named on the Booking form as 'the Hirer'.

- 1. <u>Booking</u>. All applications for the hire of the building must be sent to the Booking Secretary. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age.
- 2. <u>Deposit.</u> Any deposit required must be paid at the time of application and no engagement will be booked until this has been received. The booking deposit is refundable subject to satisfactory inspection of the building by AVCC management. The deposit will be £60.
- 3. <u>Safety.</u> The Hirer should be aware of the Fire Safety Floor Plan of AVCC which is on display. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits etc. Please return tables and chairs back to the side of the hall, stacking the chairs no more than 3 high. Any accident must be recorded in the Hall Accident Book to be found in the first aid cabinet in the main hall and inform the booking officer when returning the keys.
- 4. <u>Hire Charges</u>. The hiring charges shall be those shown on the booking form and determined by AVCC. The hire charges to be paid should reach the Booking Secretary at least 7 days before the engagement.
- 5. <u>Cancellation</u>. In the event of cancellation less than 7 days before the engagement, an administration charge of £15 will be deducted from the deposit monies.
- 6. <u>Right of refusal</u>. AVCC may refuse any application for the hire of the building without stating a reason. Ashton Vale Community organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Secretary shall refer the case to the Management Board whose decision shall be final.
- 7. <u>Alcohol</u>. Alcoholic drinks may be served free but NO sale of alcoholic drinks may be undertaken unless the permission is sought from AVCC and an occasional License for the building shall be in force. No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of AVCC.
- 8. <u>Public Entertainments, Music & Dancing</u>. All the conditions attached to the Music and Dancing License for the building shall be duly observed. A copy of such License may be seen on application to AVCC and the Hirer shall be deemed to have had notice of all such conditions. All music must cease at 11.45 pm, and the Hall must be vacated by midnight including any entertainment.
- 9. Other Licenses, Theatre & Performing Rights Society. AVCC License does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society License and any other license that may be required for their intended purpose. Any such license must be exhibited to AVCC.
- 10. Occupation and use. The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time. The building shall only be used for lawful activities. AVCC does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.
- 11. <u>Sub-let.</u> The Hirer shall not sublet the building or any part thereof.
- 12. <u>Advertising.</u> All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.
- 13. <u>Breakages and Damage</u>. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building & grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.

- 14. <u>Culpability</u>. Except for willful negligence on the part of AVCC, AVCC shall not be responsible for any loss of, or damage to, the Hirers or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify AVCC against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
- 15. <u>Entry.</u> The right of entry to the building is reserved to AVCC and any other agent of AVCC and any police officer at any time during the hiring.
- 16. <u>Conduct and Good Order</u>. The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighboring properties are not inconvenienced by noise, obstruction by vehicles and the like.
- 17. <u>Cessation of activity.</u> AVCC or Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
- 18. <u>Condition on vacation.</u> On vacation of the building, the Hirer shall leave the building in a clean and orderly state and all empty bottles, cans, paper, food debris and any other waste matter must be cleared from the building and taken home as we have no rubbish collection. The hall and cloakrooms must be left in as clean a condition as found. The deposit monies will be refunded after a satisfactory inspection of the building by a member of the Management Committee.
- 19. No additions to the building. No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.
- 20. Animals. The Hirer shall ensure that no animals except guide dogs are brought into the premises.
- 21. Property of the Hirer and the Hirer's agent must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. AVCC accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.
- 22. <u>Signage</u>. The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of AVCC or Committee Member it shall be unseemly or expose the building to an undue risk of fire or in the opinion of AVCC or its agent is likely to lead to disturbance or a breach of the peace.
- 23. <u>Fire Exits.</u> No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.
- 24. <u>Lighting</u>. No additional lights or extension from the existing electric light fittings shall be used without the previous consent of AVCC. All electrical equipment needs to be PAT tested (Portable appliance testing) and should be available for inspection should AVCC management choose.
- 25. <u>Stage shows.</u> Any show involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the engagement by the local Authority and, if appropriate, Fire Brigade. Evidence of such approval must be provided to AVCC.
- 26. Capacities. The maximum number of persons allowed in the building at any one time is 120.
- 27. Smoking. Smoking is NOT permitted in any part of the building at any time.
- 28. <u>Keys.</u> Keys must be returned to the booking secretary immediately after the event where by the key deposit will be returned.
- 29. <u>Hire Period</u>. The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up.