

## **Terms and Conditions of Hire**

### **All bookings are accepted in accordance with these Terms and Conditions of Hire**

#### **1. BOOKING ROOMS IN THE CENTRE**

- 1.1 All bookings must be made through the Centre Office, by completion and signing of a Booking Form by the Hirer.
- 1.2 The booking must be for the full period required including time for setting up and clearing down.
- 1.3 The Centre Office may consult with the Trustees prior to making a decision to accept the booking. The Trust may accept or refuse bookings as it thinks fit.
- 1.4 A request for a booking where the general public will buy tickets or pay at the door must be approved by the Trust prior to confirmation of the booking. A proposal outlining the reason for the event, the likely number of attendances, ticket prices etc. must be submitted for consideration by the Trustees.
- 1.5 Once a booking has been accepted, the Hirer will be provided with a .pdf copy of the booking form, signed on behalf of the Trust to confirm the contract for hire.
- 1.6 All periodic bookings will be deemed to expire automatically on the 31<sup>st</sup> of August each year. Hirers are encouraged to renew bookings for September onwards by 30<sup>th</sup> of June to ensure retention of their regular time slots.

#### **2. HIRE CHARGES AND PAYMENT**

- 2.1 The total hire charges will be calculated based on the room and additional facilities rates approved from time to time by the Trustees. A schedule of charges can be provided by the Centre Office on request.
- 2.2 The Trustees may in certain circumstances related to bookings fostering the aims of the Trust be prepared to consider requests to vary published charges.
- 2.3 Invoices will be raised, and receipts issued if requested by the Hirer.
- 2.4 A local person or organisation who books rooms in The Centre on a regular basis may apply to the Centre Office to become a regular Hirer.
- 2.5 A regular Hirer may choose to be invoiced for bookings in arrears on a payment schedule agreed at the time of the booking.
- 2.6 All other bookings must be paid in full prior to the hire date according to the schedule set out below.
  - 2.6.1 A deposit of 50% of the room hiring charge is required with the return of the completed booking form to secure the booking.
  - 2.6.2 Full and final payment of the hiring fee together with any agreed facility charge and damage/cleaning deposit is required 14 days prior to the hire date, or the booking may be cancelled and subject to the cancellation charges set out below.
  - 2.6.3 The damage/cleaning deposit will be refunded in full after the event or used in part or full to cover the cost of extra cleaning or damage caused.
- 2.7 If a Hirer exceeds the period booked either at the start or the end for any reason, additional time will be charged pro-rata at the standard rate for the room.

#### **3. CANCELLATION**

- 3.1 The Trust reserves the right to cancel a booking by email or written notice to the Hirer without liability for any resulting direct, consequential, or indirect loss or damages in the circumstances set out below. All charges already paid will be refunded in full.
  - 3.1.1 The room is required for use as a Polling Station for Parliamentary or Local Government elections or by-elections.
  - 3.1.2 The Trust reasonably considers that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or suitable activities will take place at the premises as a result of this hiring.
  - 3.1.3 The room rendered unfit for the use intended by the Hirer.
  - 3.1.4 A civil contingency requiring use of The Centre as a rest centre for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.
- 3.2 The Hirer may cancel a booking only by email or written notice to the Centre Office.
- 3.3 The deemed date of cancellation will be the date the Centre Office receives the cancellation notice.
- 3.4 The cancellation will become effective once it has been confirmed in writing by the Centre Office and the cancellation fee set out below has been paid.

- 3.5** For the cancellation of a multiple booking by a regular hirer who has agreed a payment schedule a cancellation fee equal to the outstanding balance due for bookings already passed plus the lesser of one full period payment or the total remaining balance under the contract will become due on cancellation.
- 3.6** For all other bookings, including the cancellation of a single room booking within a periodic or multiple booking, a cancellation fee will be calculated and become due as set out below.
- 3.6.1** For a cancellation made more than 60 days prior to the hire date no fees will be charged.
- 3.6.2** For a cancellation made within 60 days of the hire date, a fee of 50% of the total room hire charge will be charged.
- 3.6.3** For cancellations made within 14 days of the hire date, a fee equal to the total room hire charge plus any additional facility charges already incurred will be charged.
- 3.7** The Trustees may in exceptional circumstances be prepared to consider requests in writing to the Trustees to vary or waive the cancellation fees. The cancellation fee must be paid in full on application for such a variation and any reduction will be refunded on the approval of the Trustees.

#### **4. GOOD ORDER**

- 4.1** The Hirer must ensure room capacities are not exceeded. The licenced capacity of the Townley Hall is 200 persons seated, or 180 dancing. The capacity of the Meeting Room is 80, the Committee Room 15 and the Green Room 20. The capacity of the Sports Hall depends on usage and should be discussed with the Centre Office prior to the booking.
- 4.2** The Hirer must ensure that appropriate supervision and/or stewarding arrangements, are in place to ensure the safe conduct of their events.
- 4.3** The Hirer is responsible for ensuring staff and volunteers supervising or stewarding events or activities involving children, young people, or vulnerable adults, hold both relevant safeguarding certificates complying with the UK regulations and an appropriate Public Liability Insurance.
- 4.4** The Hirer is responsible for the maintenance of good order during a booking, and for leaving the premises in a state of reasonable cleanliness.
- 4.4.1** Tables must be wiped clean and returned with chairs to their original racks and storage area.
- 4.4.2** Use the appropriately marked bin for the disposal of any rubbish.
- 4.4.3** The Townley Hall stage curtains must be closed, and all other curtains opened.
- 4.4.4** All heating controls must be returned to their marked position.
- 4.4.5** All lights must be turned off.
- 4.5** The Hirer is responsible for compliance with the Centre's licence for permitted activities which is displayed on the notice board in the Townley Hall. A copy will be provided on request by the Centre Office.
- 4.6** To limit the impact on the Centre's neighbours, the Hirer is responsible for ensuring that: all external doors are kept shut after 2200; the playing of music whether recorded or live is finished by 2345; the Centre is vacated by midnight; and care is taken when leaving the premises to avoid excessive noise.
- 4.7** The Hirer is responsible for the cost of making good any damage caused to The Centre and its facilities.
- 4.8** The Hirer is responsible for the safety and safe operation of all equipment brought into The Centre.
- 4.9** The Trust accepts no liability for the loss of or damage to any property brought onto the premises by, or injury to, the Hirer or participants at any event.

#### **5. FOOD PREPARATION**

- 5.1** The Hirer is responsible for ensuring that the handling of food is in accordance with current Health and Safety regulations. The Trust accepts no liability for any problems arising from consumption of food within The Centre.
- 5.2** The Townley Hall and Green Room food preparation areas must be left clean, all surfaces wiped, washing, and drying completed and the dishwasher emptied, and items stored. Tea towels are not provided.
- 5.3** The consumption of food and drink (except water in plastic containers) is not permitted in the Sports Hall.
- 5.4** The Townley Hall food preparation area is a shared facility and exclusive use cannot be guaranteed.

#### **6. ALCOHOL**

- 6.1** The Licence for the provision of alcohol in The Centre is held by the Fulbourn Institute Sports & Social Club (FISSC) which operates within the premises.
- 6.2** Neither the Hirer nor event participants are permitted to bring their own alcohol onto the premises under any circumstances without prior agreement of the FISSC.

- 6.3 If the Hirer has indicated an intent to consume alcohol during the booking, the Hirer's details will be forward to the FISSC for information.
- 6.4 Any agreement on the supply of alcohol or other services by the FISSC is a matter solely between the Hirer and the FISSC.
- 6.5 Where no prior agreement on the supply and consumption of alcohol has been reached between the Hirer and the FISSC, the FISSC has the right to enter any event where the consumption of alcohol other than that supplied by the FISSC is suspected and take any appropriate action necessary to protect its Licence.
- 6.6 Where the FISSC takes such action which impacts the event, the Hirer remains liable for tidying the premises as set out in Clauses 4 and 5 above. The Trust accepts no liability for losses incurred by the Hirer in these circumstances. The damage deposit will be retained, and no refunds will be given.

## **7. INSURANCE**

- 7.1 If the Hirer is a school, a commercial business, a public body, a dance, exercise, or martial arts class provider, or running any other activity that charges an entrance fee and/or provides advice, the Hirer must ensure that they have adequate current public liability insurance cover, and if providing advice, professional indemnity cover. The Centre reserves the right to request evidence of such insurance prior to confirmation of the booking.
- 7.2 The Trust shall take out adequate insurance to ensure its own liabilities as described above and may, at its discretion and only in the case of non-commercial Hirers, agree to bring the Hirer's activity within its insurance cover. Such cover is limited by a number of exclusions - details of which are available from the Centre Office. The Hirer shall indemnify the Trust for the cost of any claim excess that may become payable in the event of a claim.

## **8. SAFEGUARDING**

- 8.1 A Hirer conducting activities involving children, young people or vulnerable adults must on request provide evidence of their Disclosure and Barring Checks and Safeguarding Policy.
- 8.2 The Hirer must make every effort to bring the Health & Safety Expectations to the attention of all the participants at their events.
- 8.3 Smoking, including the use of 'E' cigarettes, is not permitted anywhere inside the building.
- 8.4 Pressure cylinders and special effects equipment including special 'smoke' type effects used by discos, bands, or theatrical groups must not be used in The Centre under any circumstances.
- 8.5 Promoters of stage shows and events are responsible for complying with the Fire and Rescue Service requirements including audience safety seating.

## **9. ACCIDENTS AND EMERGENCIES**

- 9.1 Emergency contact telephone numbers can be found near The Centre Office on the wall above the alarm panel or obtained from the Centre Office.
- 9.2 The Hirer must report any injury or accident to the Centre Office as soon as is practical and complete the relevant section of the Centre's Accident Book.
- 9.3 Certain types of accident, injury or equipment failure must be reported in accordance with the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995 (RIDDOR). The Centre Office will provide assistance with the completion of such statutory reporting should it be required.

## Appendix A – Health and Safety Statement to be provided to all Users.

The Fulbourn Centre will comply with all health and safety legislation and act positively where it can reasonably do so to prevent injury, ill health and any danger arising from activities and events conducted within the Centre.

Employees, hirers, and visitors are required to comply with the practices set out by the Fulbourn Centre, with all the safety requirements set out in the Terms and Conditions of Hire, with the safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

The Centre accepts no responsibility for injury to participants at Hirers' events or damage to Hirers' equipment resulting from the activities undertaken by the Hirer or event participants. Hirers are required to have adequate public liability insurance covering their activities.

If the Fire Alarm sounds, users must leave the Centre immediately by the nearest accessible Fire Exit, avoiding any source of fire, and assemble in the car park in front of the main entrance. Hirers will be responsible for providing a headcount of the attendees at their event to the emergency services should this be requested.

The Fulbourn Centre carries out regular risk assessments. The following practices must be followed by all users of the Centre in order to minimise risks to employees, hirers, and visitors of the Centre:

- Make sure they are aware of the location of Fire Exits and of the fire safety and evacuation procedures of the Centre.
- If a fire is detected, activate the nearest alarm panel if possible and make every effort to bring the fire to the attention of other users without putting yourself or other users in danger.
- Ensure that all emergency exit doors are clear and unlocked when the Centre is open.
- Do not move heavy or bulky items (e.g., stacked tables or chairs) alone - use the chair and table trolleys provided.
- Report any evidence of damage or faults to equipment or the building's facilities to the Centre Office on **01223 880908** or via email at **fulbourncentrebookings@gmail.com**.
- Report every accident to the Centre Office and record it in the Accident Book.
- Ensure that any electrical appliances brought onto the site are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation.
- Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- Do not leave portable electrical appliances operating unattended.
- Switch off and where possible unplug portable electrical appliances after use.
- Do not allow children in the kitchen areas except under close supervision.
- Avoid over-crowding and running in the kitchen areas.
- Be aware of and seek to mitigate the following risks:
  - a) Slip hazards on polished or wet floors – please seek help to mop spills immediately.
  - b) Buggies, umbrellas, and other items left in corridors and rooms in such a way as to cause a trip hazard.
  - c) Trips or falls from the stage front or the stage area side entrance steps
  - d) To individuals while in sole occupancy of the building.
  - e) Handling kitchen equipment e.g., cooker, water boiler and knives.
  - f) Creating toppling hazards by piling equipment in store cupboards etc.
- Ensure that all chairs and tables are returned in a clean condition to their trolleys and moved back to the relevant storage areas after use.
- Do not work on steps, ladders at heights above 1 metre unless these are properly secured, and another person is present.
- Wear suitable protective clothing when handling cleaning or other toxic materials.