

Booking form



Contact details

Name

Organisation

Address

Postcode

Tel No (Day)

Tel No (Mobile)

Email

Hire details

Purpose of hire

Date of hire

Time from

Time to

Facilities required (please tick one)

Main hall Large meeting room

Multi purpose room Garden room

Consulting room Social area

Please read the Terms and Conditions below relating to the Community Centre Room Hire in conjunction with our standard Terms and Conditions.

- ✓ The room hire charge is (per hour)
- ✓ Booking Deposit: (Payable upon completion of this form)
- ✓ The Hirer agrees to give a refundable deposit of £100 to cover damages/breakages
- ✓ The Balance of the Booking fees are payable 7 days in advance. Failure to do so could result in termination of the booking.
- ✓ Setting up and tidying away is included within the hired time.
- ✓ Setting up and tidying away is the responsibility of the hirer.
- ✓ All equipment must be returned to its rightful place and the facility left clean and tidy.
- ✓ SPCA will where possible give the hirer one month's notice if the centre will be unavailable but reserve the right to cancel the booking at any time if circumstances require it.
- ✓ The hirer will require the necessary licenses and public liability insurance as necessary.
- ✓ The hirer agrees to produce information regarding licences, insurance and membership when requested to do so by SPCA.

I have read and understood the above Terms and Conditions and the standard Terms and Conditions (attached) and agree to comply with these fully. I understand that I am fully responsible for the conduct of all persons attending the centre in connection with the above event I have hired it for. I have also read and completed the Hire Agreement and agree to comply with all terms stated therein. N.B. Your booking will not be processed if this box is not ticked

Signed (Hirer) Date

Signed (SPCA) Date

Terms & Conditions



Sherfield Park Community Association

Standard Terms and Conditions of Hire for the Community Centre

These standard conditions apply to all hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for -

- supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Association, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

5. Licensable activities

The Hirer shall ensure that the Association 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 or that the Association holds it.

Terms & Conditions



6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Community Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with the Association's health and safety policy .

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- The location and use of fire equipment. (Include diagram of location when handing over keys);
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

7. Means of escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Community Development Manager.

9. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

Terms & Conditions



10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and 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.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
- (ii) all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and
- (iii) all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

(b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

The Association is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Association's Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a member of the Association's Management Committee as soon as possible and complete the relevant section in the Association's accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Terms & Conditions



13. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of, the premises and that;
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

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. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, 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.

Alcohol may only be sold by members of the Sherfield Park Community Association Committee or by professional bar services, with the written permission of the Sherfield Park Community Association committee and in full compliance with the premises license conditions.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Association. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Association with a copy of their CRB Check and Child Protection Policy on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Association's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

Terms & Conditions



19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

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 licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Association is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Association. The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) the Association reasonably considering that
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (c) the premises becoming unfit for the use intended by the Hirer;
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

Terms & Conditions



23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

24. Stored equipment

The Association accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Association may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

26. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Hiring agreement



Sherfield Park Community Centre

DATED

PARTIES

The Sherfield Park Community Association acting by its Management Committee ('The Association')
The person or organisation named in clause 1.3 ('the Hirer').

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Association agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the responses to the questions in Clauses 1 and 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Date

Time required (Hours)

1.2 The Association

Authorised Representative

1.3 The Hirer

(a) Name

(b) Organisation

(c) Name of Organisation's

Authorised Representative

Address

.....

Contact Telephone Number(s)

Hiring agreement

1.4 Hire Fee

Fee £

Deposit £

The Hirer shall pay as a deposit at least half of the cost of the booking, the balance of the booking fee being payable seven days before the event for which the premises are hired (the deposit having been paid on the signing of this Agreement).

Balance £

Special deposit £

This special deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor have any complaints been made to the Association about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance £

Payable on or before the conclusion of the event for which the premises are hired (the special deposit having been paid on the signing of this Agreement).

Commercial Use? Yes / No

1.5 Premises

Whole of building Yes / No

If part of building please specify

.....

Storage of equipment

Car parking Yes / No How many vehicles?

Other external

(e.g. playing field – specify as necessary)

1.6 Purpose/description of hiring

Will this be a public or private event? Public / Private

1.7 Is food to be provided at the event? Yes / No

Hiring agreement

The Association has a Premises License and other permissions authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm overleaf which licensable activities will take place at your event:

Activity - tick or cross in relevant column	The Hall is licensed for:	Times for which activity is licensed	Indicates activities to take place at this event <i>(must be completed by the Hirer)</i>
a. The performance of plays	✓	09.00 - 22.30	
b. The exhibition of films	✓	08.00 - 22.30	
c. Indoor sporting events	✓	07.00 - 22.00	
d. Boxing or wrestling entertainment	✗	N/A	
e. Performance of live music	✓	08.00 - 22.00	
f. Playing of recorded music	✓	08.00 - 22.00	
g. Performance of dance	✓	08.00 - 22.00	
h. Entertainment similar to those a-g	✓	08.00 - 22.00	
i. Making music	✓	08.00 - 22.00	
j. Dancing	✓	08.00 - 22.00	
k. Entertainment similar to those i-j	✓	08.00 - 22.00	
l. Provision of hot food/drink after 11 pm	✓	23.00 - 23.30	
m. Sale of alcohol to all adult users of the building	✓	11.00 - 23.00	

2.1 Have you indicated at 2(m) that alcohol will be available at your event? Yes / No

If you answer yes to the above question, you will need to seek written permission from the Association in order for a bar to be provided by or arranged with the Association's Management Committee or for a Temporary Event Notice to be given for the event. The Association will require you to complete a separate form detailing your requirements.

2.2 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Room name	Maximum Capacity
Main hall	150
Multi-purpose room	50
Social/Café area	50
Large room	70
Garden room	20
Consulting room	10
Crèche	25 children

Hiring agreement

2.3 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

2.4 The centre has a license with PRS for Music for the performance of copyright music.

2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises License, or where a hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall Management Committee and other local voluntary organisations.

3. The Hirer agrees with the Association to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises License (see clause 2.3) or that the Association deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Association and the Hirer.

5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.