



ELMSCROFT
COMMUNITY
CENTRE

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Hire Agreement and Terms and Conditions of Use with effect from April 2023

1. Definitions

- a) Elmscroft Community Centre is defined as any volunteer or Director of Elmscroft Community Interest Company (Elmscroft CIC) who manages activities, bookings, maintenance and Health and Safety of the Elmscroft Community Centre.
- b) Users or hirers are those who pay Elmscroft CIC to use the Centre or its facilities for a specific event or activity, either on an Ad Hoc or regular basis.
- c) Bookings (whether confirmed or not) is the reservation by the customer of all or part of Elmscroft Community Centre for certain dates.

2. Booking terms and conditions:

- a) Bookings or amendments to existing bookings should be requested through Hallmaster. Invoices are also generated electronically through this system.
- b) All commercial bookings (where hirers are charging their users for an activity) are required to submit an electronic copy of their public liability issuance cover along with a completed and signed booking agreement form.
- c) Hirers accept and acknowledge that the Centre, it's rooms and facilities are not manned by on-site staff and responsibility passes to the hirer to check that the building is safe to use and has been left in the condition in which it was let.
- d) All hirers must provide a name and phone number for point of contact.
- e) Hirers must ensure that all lights are switched off and all windows/doors securely closed and locked on exiting from the building.
- f) Access to the facility is by direct access to hirer. Entry will only be granted 15 minutes before the allocated time unless extra preparation time has been booked.
- g) All furniture is to be returned to its original location upon leaving unless our set down service has been used.
- h) Music must not be played after 11pm and noise that may disturb neighbours should be kept to a minimum. Owing to our community location, our neighbours have been advised to contact the local police if there is excessive noise nuisance.
- i) Bookings that do not end at the pre-agreed time are liable to be charged for additional time used (1 hour minimum charge applies)

3. The Hirer must not:

- a) Use the premises for any purpose other than that described in the Hiring Agreement.
- b) Allow the premises to be used for any unlawful purpose or in any unlawful way.

4. Cancellation

- a) A minimum of two weeks' notice is required for block/regular booking cancellations. A minimum of four week's notice is required for all other bookings.
- b) The Association has the right to cancel bookings for essential maintenance, defects or building failure which may compromise the Health and Safety of our users. Where possible, The Association will give warning of such events – depending on the nature of the cancellation.

5. Food and drinks

- a) Food can be heated using the hirers equipment if the appliance has a Portable Appliance Test within the last 12 months, or the appliance is less than 12 months old and the hirer holds proof of purchase
- b) Alcoholic drinks are not permitted on the premises unless purchased from our licensed Bar
- c) Any equipment used from kitchenettes is cleaned and returned to its original location
- d) Fire detection equipment is not compromised in the heating of food or drinks
- e) Where external caterers are being used, they will not have access to the kitchen before the start of the hire period, Must remove all their equipment and any waste food from the Centre at the end of the hire period, Must leave the kitchen and the equipment in it clean and tidy and ready for the next user and Must be insured against any claims arising from their prepared food and any third party claims.

6. Decorations and parties

- a) No candles (other than for birthday cakes), no Chinese lanterns, pyrotechnics (fireworks) or sparklers are permitted.
- b) Whilst decorations are welcome, we ask that you do not damage the paintwork in fixing decorations to the building.
- c) Hirers must ensure that parties are supervised by responsible adults at all times

7. Health and Safety obligations

- a) Hirers cannot block access to or from Fire Escapes or firefighting equipment.
- b) Hirers must not attempt to reset fire detection panels or interfere with any part of the fire detection installation.
- c) Hirers are not permitted to access consumer units for their own safety – emergency lighting is provided in the instance of power failure.
- d) Smoking and vaping is only permitted within designated areas. Cigarettes must be extinguished and disposed of using waste facilities.
- e) All bookings must be adequately supervised by responsible adults.

- f) The Hirer must ensure that all users are aware of the fire exits and the external place of assembly in the event of a fire and that all exits are always clear of obstructions.
- g) Heating system controls (thermostats) are not to be tampered with or the settings changed.

8. Damages

- a) Misconduct and unexplained damages will result in withdrawal of facilities and remedial work to repair damage being charged to the hirer. The deposit may be withheld.
- b) Any damages and breakages occurring or found at the start of a booking must be reported to the Building Manager/Chair by email to elmscroftca@gmail.com as soon as possible in order to identify responsibility and limit liability

9. Set-up and set-down service

For some one-off events we are happy to set up and set down your event based on your individual needs. If this service is used, the hirer must:

- a) Provide written instructions for the set up and inspect the set-up 15 minutes before the booking starts.
- b) Accept responsibility for any damage found if using the set-down service.
- c) Pay additional costs will be incurred for excessive cleaning and remedial work to repair furniture or fittings/fixtures.

10. The Hiring Period

- a) The hirer **must** ensure that the period booked includes sufficient time for setting up and clearing away after the event and that the premises are vacated on time.
- b) Access to the building will be provided through a one-time access code or key fob – times for access will be limited based on the booking.

11. Key fobs and deposits

- a) Where key fobs to access the building are requested, a refundable deposit of £20 will be charged. Once keys are returned and the building has been inspected, if satisfactory, deposits will be returned.

Disclaimer

- a) Regular inspections will be carried out to ensure compliance with these Terms and Conditions of Hire
- b) Elmscroft CIC will not be held responsible for injury, damage or accidents where hirers charge users to access the building (this might include dancing classes, keep fit or other). These hirers are considered commercial, and proof of insurance must be provided

- c) Elmscroft CIC will not be responsible for the supervision of bookings or events, any damage that is incurred and the behaviours of all persons using the premises whatever their capacity.