



ELMSCROFT
COMMUNITY CENTRE

Hire Agreement and Terms and Conditions of Use with effect from 7th August 2023.

These terms apply to all Hirer's whether ad-hoc or regular bookings.

1. Definitions

- a) "the Centre" means Elmscroft Community Centre which is located at Coronation Grove, Gloucester, GL2 0SS.
- b) "Staff" means any volunteer or Director of Elmscroft Community Centre Community Interest Company ("Elmscroft CIC") who manages activities, bookings, maintenance and Health and Safety of the Centre.
- c) "Directors" means the collective members of Elmscroft Community Centre Community Interest Company ("Elmscroft CIC") who are legally responsible for the operation of the Centre.
- d) "Users" or "Hirers" means those who pay Elmscroft CIC to use the Centre or its facilities for a specific event or activity.
- e) "Bookings" (whether confirmed or not) means the reservation by the Hirer of all or part of the Centre for certain dates.
- f) "Full Hire Rate" means the hourly hire rate payable for ad-hoc or occasional bookings.
- g) "Regular Hire Rate" means the reduced hourly hire rate payable by regular Hirer's for use of the Centre (or a specific room) on a regular recurring basis (daily, weekly or monthly). This rate is typically a 25% discount on the Full Hire Rate.

2. Bookings:

- a) Bookings or amendments to existing Bookings, including requests to extend a Booking, must be requested through the website. Invoices are also generated electronically through the web-based system.
- b) All commercial Hirers (where hirers are charging their users for an activity) are required to submit an electronic copy of their public liability insurance cover along with a completed and signed booking agreement form.
- c) Hirers accept and acknowledge that the Centre, its rooms and facilities are not manned by on-site staff and responsibility passes to the Hirer to check that the Centre is used safely and is 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 when exiting from the Centre.
- f) Access to the Centre 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.
- h) Music must not be played after 11pm and any 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) All electrical equipment used by the Hirer must have had a valid Portable Appliance Test (PAT) within the last 12 months and must be properly labelled, or if the appliance is less than 12 months old, the Hirer must hold proof of purchase. Any member of Staff may refuse the use of any electrical equipment by a Hirer if there is reasonable doubt surrounding its test status or safety for use at the Centre.
- j) Hirers must not use any part of the Centre that is not included in the Booking. The Hirer is responsible for supervising all members of their group (in particular children) to ensure that other areas of the Centre are not used and that other Hirers of the Centre are not disturbed.

3. **The Hirer must not:**

- a) Use the Centre for any purpose other than that stated at the time of Booking.
- b) Allow the Centre to be used for any immoral or unlawful purpose or in any unlawful way including any form of unlicensed gambling.
- c) Allow vehicles to be parked anywhere other than in the designated bays in order to allow access for emergency vehicles and for other vehicles to access neighbouring properties. Owners of vehicles not in designated bays will be required to move them.
- d) Store any equipment or any other items at the Centre unless there is a pre-arranged storage agreement in place with the Directors, for which a fee will be payable.

4. **Cancellation**

- a) Cancellation of a Booking by a Hirer may incur a charge. The following will apply:

>=2 weeks notice = full refund

<2 weeks notice = 50% refund

<7 days notice = 25% refund

<3 days notice = no refund

- b) The Centre reserves the right to cancel bookings for essential maintenance, defects or building failure which may compromise the Health and Safety of the Hirers. Where possible, Hirers will be given warning of such events – depending on the nature of the circumstances. If the Centre cancels a booking, a full refund or an alternative booking will be provided.

5. Food and drinks

- a) Food may be heated using the Hirers equipment if the appliance has a valid PAT test (see para. 2i above). Gas or charcoal grills or barbecues must not be used inside the building. Barbecues may be used outside but must be located at least 20 feet (6 metres) away from the main building and must not obstruct any accessways.
- b) Alcoholic drinks are not permitted on the premises unless purchased from our licensed bar.
- c) Access to and service at the private bar (if arranged as part of the Booking) is on the basis that the Hirer is the guest of the Directors of the Centre and is confirmed by the pre-arranged Booking.
- d) Any equipment used from the kitchenettes must be cleaned and returned to its original location before the end of the Booking.
- e) Fire detection equipment must not be compromised in the heating of food or drinks.
- f) Where external caterers are being used, they will not have access to the kitchen before the start of the hire period. They must remove all their equipment and any waste food from the Centre at the end of the hire period. They must leave the kitchen and the equipment in it clean and tidy and ready for the next user and they 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 celebration cakes), Chinese lanterns, pyrotechnics (fireworks) or sparklers are permitted anywhere inside or outside of the Centre.
- b) Whilst decorations are welcome, we ask that you do not damage the paintwork in fixing decorations to the Centre.

7. Health and Safety obligations

- a) Hirers must not 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 in outside areas and not within 20 feet (6 metres) of doorways. Cigarettes must be extinguished and disposed of using appropriate waste facilities.
- e) All Bookings must be supervised by responsible adults at all times.
- 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 kept clear of obstructions.
- g) The Hirer will ensure that at any time, the number of people using the Centre does not exceed the maximum number allowed per room or in total. [Please note that

the maximum number of people allowed per room is based on a fire risk assessment and is a condition of the insurance for the operation of the centre].

Maximum Safe Capacity	All persons standing	All persons seated
Main Hall	170	87
Blue Room (Lounge)	88	44
Green Room	64	32

The maximum number of people allowed in the Centre (across the whole premises) at any one time is 322. For the avoidance of doubt, the whole premises includes outside spaces where people are free to flow into and out of the buildings.

8. Damages

- a) Any damage caused to the Centre may result in withdrawal of facilities and cancellation of Bookings for other Hirers, followed by remedial work to repair the damage, the costs of which will be charged to the Hirer.
- b) In the case that repairs are required, a written statement of costs will be presented to the Hirer as soon as possible after the damage has been assessed. The invoice for the costs must be paid within 7 days.
- c) Any damages or breakages found at the start of a Booking or that have occurred during a hire must be reported to the Bookings Manager by email to bookings@elmscroftcentre.org as soon as possible in order to identify responsibility and limit liability for the Hirer.

9. 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 Centre is vacated on time.
- b) Access to the Centre will be provided through a one-time access code or key fob. Times for access will be limited based on the booking. For ad-hoc bookings, a Centre volunteer will open and close the centre whenever possible.
- c) If the Hirer has not vacated the Centre at the time that the booking was due to end, additional charges will apply for the whole of the additional time that the Centre was in use and at the Full Hire Rate. Additional charges will be calculated by rounding upwards to the nearest half-hour after the booking was due to end. Extensions to a Booking cannot be accepted on the day of the Booking and must be agreed no less than 24 hours in advance. Extensions will only be agreed where the Centre Staff are available to close the Centre at the end of the Booking period (for ad-hoc bookings) and where there is no impact on other Hirers. Where additional charges become due, no further bookings will be taken from the Hirer if an invoice for additional charges is not settled within 2 weeks of the date of the invoice.

10. Invoices

- a) Occasional Bookings may be reserved in advance, but full payment is required 6 weeks prior to the Booking. When the Booking reservation is made, an invoice will be sent, and this must be paid on time. If the Booking is made within 6 weeks of the Booking date, then payment in full will be required immediately.
- b) For regular Bookings, the Hirer will be invoiced monthly in arrears. Payment on each invoice will be required within 14 days of the date of the invoice.

11. Key fobs and deposits (applies to regular Hirer's only)

- a) Where key fobs to access the Centre are requested, a refundable deposit of £25 will be charged per key. When keys are returned, the Centre has been inspected, and the Hirer's account is in order, deposits will be returned.

12. Complaints

Any Hirer wishing to raise a complaint with the Centre should contact the Operations Director by e-mail support@elmscroftcentre.org providing the details of the complaint including the time and date that any specific problems may have occurred. The complaint will be handled as quickly as possible and in confidence. In the case of complex or serious complaints, the matter may be referred to the Directors who will take appropriate action. A written response will be provided.

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 sub-charge users to access the Centre (this might include dancing classes, keep fit or other). Such 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, for any damage that is incurred or for the behaviours of any persons using the premises whatever their capacity.