

CASTLEFIELD COMMUNITY CENTRE - TERMS AND CONDITIONS OF USE

1. RIGHTS GRANTED

In consideration of your complying with your obligations under this Agreement the Castlefield Community Centre hereby grants to you (the hirer) the right and license to enter upon and use the Castlefield Community Centre during the 'hire period' for the purposes only of the event booked and paid for (in advance).

Terminologies:

- **Regular Hirers** are hirers that hire out four or more consecutive sessions over a month.
- **Private Hirers** are hirers that hire out any of the above for a few hours to one day or less than four consecutive sessions in a month.
- **The Hirer** is the person completing the booking form.
- **The Responsible Person** is the person in charge of the event if '**the hirer**' is not attending the event

2. THE HIRE PROCESS, CANCELATIONS & DAMAGES

2.1. Bookings & Confirmations

- a) All '**hirers**' will need to complete a booking form and must be eighteen years of age or over to make a Community Centre booking. Any users under eighteen years attending the event, will need to be under the care and supervision of their parent or a responsible adult at all times.
- b) '**The hirer**' must be present in the venue/room for the duration of the hire period. Should '**the hirer**' not be present at the venue/room for the hire period, they must provide details to the Castlefield Community Centre team of a '**responsible person**' who will be on site for the whole event.
- c) Bookings shall be made in one-hour blocks. Bookings cannot be made for half or quarterly hours. The hire period includes the setting up and cleaning up of the venue/room. If '**the hirer**' goes over the hire period, then '**the hirer**' will be required to pay double the hourly rate for every hour they go over. This is payable to the Castlefield Community Centre and '**the hirer**' will be asked to pay the additional cost.
- d) All bookings are '**provisional**' and '**not confirmed**' as taking place, until the booking form is completed, full payment has been made and the Castlefield Community Centre Team have confirmed the booking. If '**the hirer**' does not confirm the above within the timescale and another booking has been requested for the same date(s) the Castlefield Community Centre Team will cancel your '**provisional**' booking.

2.2. Payments

- a) All payments must be made to the Bank Details below:
Co-Op Bank
Name: Castlefield Community Centre
Account No: 65719831
Sort Code: 08-92-99
- b) The Castlefield Community Centre Team will invoice **'regular hirers'** at the end of each month, unless an alternative arrangement has been agreed. Non-payment can result in sessions being cancelled until payment is received
- c) **'Private hirers'** will need to pay once the Castlefield Community Centre Admin Team have confirmed the booking is possible. This also includes the Refundable Security Deposit. Payment is to be made in full.

2.3. Cancellations & Damages

- a) The Castlefield Community Centre Team have the right to cancel any session if the venue/room is needed for an emergency due to any unforeseen circumstances.
- b) **'Regular hirers'** should email the Castlefield Community Centre Team of any sessions that need to be cancelled. Cancellations will not be taken into consideration once invoices have been issued.
- c) If the Castlefield Community Centre Team determines that during your use of the venue/room, damage have been caused to either fixtures and fittings or equipment you may be liable for further additional charges. Following the event, the Castlefield Community Centre Team shall inspect the venue/room to ascertain whether you are liable for damages. If damages are identified, you will be invoiced accordingly and you will have 30 days from the date of the invoice to pay the sum due under the invoice. This could also result in you not being able to book the venue in the future.
- d) **'Regular hirers'** will be informed of any maintenance work/checks to take place during their sessions.

3. Permissible & Non-Permissible Events

3.1 Permissible events:

- Parties for children.
- Baby showers
- Sports and fitness
- Training, Coffee Mornings, Elderly Clubs
- Resident Association & Community meeting & events
- Small wedding events (We would like to take this opportunity to remind you that drums (dhol) and fireworks ARE NOT allowed on site, or surrounding areas as this is still linked to your use of the Community Centre) as the centre is based in a residential area and we have a social responsibility for the wellbeing of our neighbors.
- Graduation celebrations
- If your events falls outside of this please contact us to discuss further.

3.2 Bouncy Castles

Bouncy castles are only allowed outside if there is space. **The 'hirers'** must make sure that measurements are taken to ensure that the bouncy castle can fit. **'The hirer'** is responsible for all health and safety requirements. Bouncy castle should always be supervised.

3.3 Alcohol, Smoking, and Drugs

- Alcohol is not permitted to be served or sold at the premises.
- Selling or consuming drugs are not allowed in any of our premises.
- No smoking or vaping is allowed in or directly around the venue/room. This includes the use of e-cigarettes. Failure to prevent smoking on venue/room may result in a fine which will be charged accordingly by the Castlefield Community Centre Team

3.4 Guide-Dogs

With the exclusion of Guide-Dogs, no animals are permitted in or around the venue/room

4. USE OF THE VENUE/ROOM

4.1 Venue

The venue shall only be used for the purpose of the event and that **'the hirer'** shall take every reasonable care to ensure the proper and careful use of the venue/room.

4.2 Cleaning

You shall ensure that the venue/room is left in a clean, secure, and tidy condition and available for hire for the next event. If the venue/room is deemed to be unfit for use or hire, **'the hirer'** shall be liable to pay the full cleaning costs and for any cost towards specialist cleaning services including but not exclusive to biohazards or repairs. This will also result in being charged an additional £25 administration fee as well as no refund of the security deposit.

4.3. Storage

Items shall not be stored in the venue/room without prior permission from the Castlefield Community Centre Team. There will be a charge for storage costs if permission is not granted. The Castlefield Community Centre shall not accept liability for stolen or damaged stored items.

4.4 Noise

'The hirer' must ensure that excessive noise and disturbance is not created either during the use of, or on leaving the venue/events. Drums (Dhols) or fireworks or any flammable are not permitted and if used, deposit will be forfeited. If the noise patrol team are called, **'the hirer'** will be liable for the cost. You will be responsible to pay for the full cost of repairs for any damage made to the venue/room, in addition to a £25 administration fee.

'The hirer' would need to inform the Castlefield Community Centre Team of the type of activity you intend to use the centre for. If **'the hirer'** is found to be using the venue/room for activity that is seen as unfit by the Castlefield Community Centre Team, the booking(s) will be cancelled immediately (no refund).

4.5 Fixtures and fittings

- a) **'The hirer'** must ensure that no person including suppliers:
- fixes anything to the structure, fixtures, and fittings or any of the contents of the venue/room; or
 - marks, soils, or damages the structure, fixtures and fittings, and contents of the venue/room; or
 - touches or tampers with any gas, electrical or water installations at the venue/room without the Castlefield Community Centre Team Representative's consent.

4.6 Health and Safety

- a) **'The hirer'** must ensure that your activities, levels of supervision, working practices and equipment comply with current health and safety legislations and guidance

- b) **'The hirer'** must ensure that all access routes, internal and external exits, corridors and fire exit and other signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with.
- c) **'The hirer'** is responsible for ensuring all aspects of health and safety of all users during hire period.
- d) The Castlefield Community Centre Team may enter any part of the venue/room at any time during the hire period. The Castlefield Community Centre Team may interrupt or terminate the event at any time if she/he believes that the venue/room's contents/structure are at any risk of damage or if the safety of people at the venue/room is or is about to be jeopardized or put at risk. In such circumstances, the Castlefield Community Centre Team will not be responsible for any loss **'the hirer'**, their suppliers, their guests, and/or other visitors may suffer.
- c) **'The hirer'** is responsible for the conduct and behaviour of their guests and/or persons attending the event. If the Castlefield Community Centre Team's Representative considers that a person's conduct or behaviour is unacceptable, the Castlefield Community Centre Team may insist on the immediate removal of that person.

4.7 After your event

- a) The venue/room used, must be cleaned after use, including kitchen and washrooms if used. All rubbish should be removed and disposed of correctly. **'The hirer'** should not leave any rubbish in the venue/room and must make use of the large bins outside the venue to dispose of rubbish
- b) Any equipment including but not limited to catering, sound, stage or other must be removed before you leave the venue and within your booking time. Failure to do so will result in the security deposit being kept.
- c) **'The hirer'** must report any accidents to the Castlefield Community Centre Team as soon as possible.
- d) The Castlefield Community Centre Team accepts no responsibility for any items brought to the venue/room by you or any guest or for any item left at the venue/room following the conclusion of the event. The Castlefield Community Centre Team shall have the right to remove and discard anything left at the venue/room after the hire period has ended.

5. CANCELLATION & TERMINATION

5.1 The hirer cancelling the event

'The hirer' may cancel a booking by giving the Castlefield Community Centre Team notice via email. It is **'the hirers'** responsibility to ensure that confirmation of the cancellation has been received by the Castlefield Community Centre Team.

The Castlefield Community Centre Team reserves the right to enforce cancellation charges, as below:

Notice Period	Cancellation Charge
21 days or more before the date of the scheduled booking	No cancellation charge
21- 14 days before the date of the scheduled booking	25% of the booking fee
14-7 days before the date of the scheduled booking	50% of the booking fee
Less than 7 days before the date of the scheduled booking	100% of the booking fee

5.2 The Castlefield Community Centre Team's right to refuse and/or cancel an event

The Castlefield Community Centre Team reserves the right to refuse or cancel an event on the grounds of national security, public safety, the prevention of crime or disorder, the economic well-being of the community, the protection of health or morals, the protection of rights and freedoms of others, or any other grounds in its absolute discretion. The Castlefield Community Centre Team shall not be liable for any loss or damage whatsoever suffered by you, as a result of the cancellation of the event.

5.3 Termination of Agreements

The Castlefield Community Centre Team may (without prejudice to its rights and remedies in respect of any prior breach of this Agreement) terminate this Agreement at any time by notice to that effect to you and in that event the Castlefield Community Centre Team shall, unless you have breached any of the terms of this Agreement, return all sums paid by you for the hire of the venue/room but you and other persons attending the event shall have no further claim whatsoever against the Castlefield Community Centre in respect of the cancellation of this Agreement. The Castlefield Community Centre Team may not exercise its rights under this clause unreasonably.

6. LIABILITY, INDEMNITY, AND INSURANCE

6.1 Losses & cost incurred by the Castlefield Community Centre Team

You shall remain responsible for any losses suffered or incurred by the Castlefield Community Centre Team as a result of the event or arising out of the use of the venue/room by you, your employees, suppliers or guests or out of any breaches by you of your obligations under this Agreement to the extent that these are not recoverable under any policy effecting such cover or to the extent that they exceed any limit on the policies.

6.2 Insurance

It is your responsibility to ensure that your caterers, lighting, audio visual, production suppliers and other business that need insurance, maintain adequate insurance cover in respect of the event.

7. DATA PROTECTION

Each party agrees to keep all confidential information obtained from the other relating to this Agreement and further agree to use such information only for the purposes of this Agreement.

Thank you for your patience in reading this. Please understand that we have these Terms and Conditions in place to ultimately ensure that you, your families, and your guests remain safe and have an outstanding and memorable time here.