

CROWBOROUGH COMMUNITY CENTRE

Terms and Conditions of Hire

1. Definitions

- a. Crowborough Community Centre (CCC):
 - i. A wholly owned subsidiary enterprise of the Crowborough Community Association (CCA), a registered charity [No.1134266], that offers goods, in the form of room space, facilities and services for hire to individuals and enterprises in the local community.
- b. The Hirer:
 - i. Any individual or enterprise that makes a booking of room space at CCC.
- c. A Reservation:
 - i. A request to reserve facilities and/or room space at CCC on a specific day/sat a specific time/s. Other than CCC noting the request, a reservation is non-binding and places no obligations on either CCC or the Hirer.
- d. The Reservation Period:
 - i. The period of time during which a reservation may be made; 12 months in advance.
- e. A Booking:
 - i. A formal contract between CCC and the Hirer following the submission of a formal written application to hire, together with the appropriate non-refundable deposit, by the Hirer and written acceptance of the application by CCC. A booking constitutes permission only to use the premises and facilities and confers no tenancy or other right of occupation on the hirer.
- f. All Day Booking
 - i. A booking of 8 or more hours of continuous duration. Additional rooms associated with an all day booking may be booked for less than 8 hours as part of a single transaction.
- g. The Booking Period:
 - i. The period of time during which a booking may be made; either January to June or July to December in any calendar year except an all day booking may be accepted up to 24 months in advance.
- h. Booking Application
 - i. The CCC form which, when signed by the hirer and CCC, becomes the formal hire contract.
- i. The Tariff:
 - i. The current list of room hire charges expressed in pounds (£) per hour.
- j. Premises Licence:
 - i. Authorisation granted by the Local Authority and regulating entertainment and licensable activities undertaken on CCC's premises.

2. Reservations

- a. A reservation may be made verbally or in writing at any time up to 12 months in advance.

3. Bookings

- a. A booking or the up-grading of a reservation to a booking will only be accepted in the booking period and using the booking application form.
- b. Bookings will only be accepted on an hourly basis for the minimum of one hour; parts of an hour will be charged as a full hour.
- c. Multiple bookings will be accepted only if the non-refundable deposit is aggregated to cover each/all bookings.
- d. It is the responsibility of the hirer to inform CCC of any room layout requirements.
- e. Time booked must include the time for setting up the room and later clearing away.
- f. Bookings for private parties or events which predominantly involve teenagers will be subject to additional requirements a copy of which may be obtained from the Manager of CCC on request.
- g. Should a hirer over-run the period of hire, an additional charge may be made at the appropriate hourly rate.
- h. Where a booking is made on behalf of a group or organisation, the person named in the booking contract as the authorised representative will be personally responsible under the contract on behalf of the hirer. The hirer agrees to be represented during the period of hire and to comply fully with this booking contract.
- i. Hirers for continuous and/or regular bookings must renew their bookings using the booking application form to ensure the availability of space. Such applications will be treated on a first come first served basis. It is not the responsibility of CCC to instigate reservations and/or bookings on behalf of any hirer.

4. Hire Charges:

- a. Bookings will be charged in accordance with the tariff hourly rates and any appropriate discount.
- b. The hire charge for Saturday bookings of the Main Hall will be by session with a single charge for each session. Session periods are:
 - i. Morning: 9am to 1pm
 - ii. Afternoon: 1pm to 6pm
 - iii. Evening: 6pm to 11pm
- c. A non-refundable deposit will be required when making the booking and the balance of the hire charge will be required prior to the hirer commencing the period of hire.
- d. A refundable deposit, as shown on the rate card of hire charges, is required for receptions, parties or any event where accidental damage is likely to occur.

5. Cancellation

a. by the Hirer

- i. The cancellation of a booking up to 2 weeks prior to the booking may be made without charge, other than the forfeiture of the non-refundable deposit.
- ii. The cancellation of a booking in the 2 week period immediately prior to the booking will incur the full hire charge of the booking.
- iii. The cancellation of an all day booking will incur:

1. No charge if cancelled 3 months or more before the due date of the booking other than the forfeiture of the non-refundable deposit.
2. 50% of the full hire charge if cancelled within the period of 2 months before the due date of the booking.
3. 100% of the full hire charge if cancelled 1 month or less before the due date of the booking.

b. by CCC

- i. CCC will accept a booking on the basis of the information provided by the hirer. Should any of that information subsequently prove to be incorrect, CCC reserves the right to cancel the booking.
- ii. If, for reasons beyond CCC's control, CCC is unable to provide the accommodation and/or facilities on the date of hire, CCC may cancel the booking and the extent of CCC's liability will be limited to a refund all hire charges, including any deposits.

6. General

- a. All hirers are bound by the regulations governing the use of the CCC accommodation and which are deemed to be incorporated in these terms and conditions of hire.
- b. CCC may refuse any application to use CCC's accommodation and facilities.
- c. These terms and conditions together with any additional conditions imposed under the Premises Licence shall form part of this booking contract unless specifically excluded by agreement and in writing.
- d. The hirer agrees not to exceed the maximum permitted number of people per room, including the organisers and performers:
 - i. Main Hall – 350 plus 100 on stage
 - ii. Meeting Room 1 – 100
 - iii. Meeting Room 2 – 50
 - iv. Meeting Room 3 – 25
 - v. Dance Studio – 30
- e. CCC has a licence with the Performing Rights Society for the performance of copyright music in any form. If other licences are required in respect of any activity in CCC, the hirer should ensure that they hold, or that CCC holds, the relevant licence.
- f. In order to hold a licensable activity on CCC's premises or on part of the premises not covered or authorised by CCC's premises licence or where CCC does not have a premises licence, a Temporary Event Notice must be provided by the hirer on the form provided by CCC.
- g. None of the provisions of this contract are intended 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 contract.
- h. The hirer or the hirer's authorised representative shall be a person of 18 or more years of age and who shall accept responsibility for being in charge and on the premises at all times when the public is present and for ensuring that all conditions under this contract relating to the management of the activities and supervision of the premises are met.
- i. The hirer shall be responsible for, during the period of hire:
 - i. Supervision of the premises including the fabric and contents

- i. If selling goods on the premises, the hirer shall comply with the Fair Trading Laws and any Code of Practice used in connection with such sales.
 - q. No Smoking:
 - i. CCC, its premises and curtilage, are no smoking areas.
 - r. End of Hire Period:
 - i. The hirer will be responsible for leaving the premises and surrounding area a clean and tidy condition.
 - s. Alterations and Fixtures:
 - i. No alteration may be made to the premises or fixtures installed with out the prior written permission of the CCC Manager.
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