

CCA – Terms & Conditions of Hire

Policy

Unless otherwise stated in writing, these Terms and Conditions apply to all services provided by the Crowborough Community Association at the Crowborough Community Centre. It is therefore deemed that by placing a booking with the CCA these Terms and Conditions will apply.

Policy History and Review

This policy shall be reviewed as often as is required by changes in circumstances or legal obligations, with all changes being brought to the attention of both employees and volunteers. In the absence of such a change, the policy shall be reviewed in accordance with the CCA's periodic policy review process.

Signed on behalf of the Board of Trustees

Name of Trustee: Chantal Wilson

Position: Chairman

Date:



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Definitions

1. **Crowborough Community Centre (CCC)** – 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.
2. **The Hirer** – Any individual or enterprise that makes a booking of room space at CCC.
3. **A Reservation** – 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.
4. **The Reservation Period** – The period of time during which a reservation may be made; up to 12 months in advance.
5. **A Booking** – 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.
6. **All Day Booking** – 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.
7. **The Booking Period** – The period of time during which a booking may be made; up to 6 months in advance.
8. **Booking Application** – The CCC form which, when signed by the hirer and CCC, becomes the formal hire contract.
9. **The Tariff** – The current list of room hire-charges expressed in pounds (£) per hour.
10. **Premises Licence** – Authorisation granted by the Local Authority which regulates entertainment and other licensable activities undertaken on CCC's premises.

Reservations

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

Bookings

12. 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.
13. Bookings will be accepted up to 6 months in advance.

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14. Bookings will only be accepted on an hourly basis and for the minimum of one hour; parts of an hour will be charged as a full hour.
15. Multiple bookings will be accepted only if the non-refundable deposit is aggregated to cover each/all bookings.
16. It is the responsibility of the hirer to inform CCC of any room layout requirements at the time of making the booking or a minimum of one week prior to the booking date.
17. The time which is charged for will include the time for setting up the room and later clearing away.
18. Should a hirer over-run the period of hire, an additional charge may be made at the appropriate hourly rate.
19. 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.
20. 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.

Hire Charges

21. Bookings will be charged in accordance with the tariff hourly rates and any appropriate discount.
22. The hire charge for Saturday bookings of the Main Hall will be by session with a single charge for each session. Session periods are:
 - a. Morning: 9am to 1pm
 - b. Afternoon: 1pm to 6pm
 - c. Evening: 6pm to 11pm
23. A non-refundable deposit which is part of the hire charge 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.
24. 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.

Cancellation

25. **by the hirer**
 - a. The cancellation of a booking must be made in writing prior to the date of hire.

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- b. 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.
- c. The cancellation of a booking in the 2 week period immediately prior to the booking will incur the full hire charge of the booking.
- d. iv. The cancellation of an all-day booking will incur:
 - i. No charge if cancelled 3 months or more before the due date of the booking other than the forfeiture of the non-refundable deposit.
 - ii. 50% of the full hire charge if cancelled within the period between 2 months and 1 month before the due date of the booking.
 - iii. 100% of the full hire charge if cancelled 1 month or less before the due date of the booking.

26. **by the CCC**

- a. 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.
- b. 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 of all hire charges, including any deposits.

General

- 27. 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. They are available, on request, from CCC and are published on the CCC web site.
- 28. CCC may refuse any application to use CCC's accommodation and facilities.
- 29. 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.
- 30. The hirer agrees not to exceed the maximum permitted number of people per room, including the organisers and performers:
 - a. Main Hall
 - i. Closely seated audience – 304 (incl. stewards) plus up to 60 on the stage
 - ii. Exhibitions – 208
 - iii. Seated at tables – 120 plus 20 staff
 - b. Meeting Room 1 – 100

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- c. Meeting Room 2 – 50
 - d. Meeting Room 3 – 25
 - e. Dance Studio – 30
31. CCC has a licence with the Performing Right Society for Music. 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.
32. 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.
33. 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.
34. The hirer shall be responsible for, during the period of hire:
- a. Supervision of the premises including the fabric and contents
 - b. The behaviour of all persons using CCC whatever their capacity
 - c. Car parking arrangements.
35. As directed by the Manager of CCC, the hirer shall make good or pay for all damage (including accidental damage) to the premises, fixtures, fittings or contents and for loss of contents.
36. CCC accepts no liability for:
- a. loss of, or damage to, the hirer's property or equipment within all areas of CCC.
 - b. Injuries sustained through the unauthorised use of any facility or equipment in any/all areas of the premises.
37. The hirer shall not:
- a. Use the premises for any purpose other than that described in the booking contract and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
 - b. Do anything which may endanger life or the property of CCC.
 - c. Allow:
 - i. the consumption of alcohol without written permission.
 - ii. Illegal drugs to be brought onto CCC's premises.
 - d. Undertake or allow entertainment of an adult nature on CCC's premises or performances involving danger to the public.

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38. The hirer shall:
 - a. Ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
 - b. Ensure, when using CCC accommodation and facilities, that all guidelines, instructions and restrictions, given verbally or in writing, are followed.
 - c. Be responsible for the safety of all persons taking part in their activities when using the CCC and shall comply with CCC's "Fire and Safety Requirements". Where necessary, it is the hirer's responsibility to be covered by Public Liability insurance.
 - d. If preparing, serving or selling food comply with all the relevant food health and hygiene legislation and regulation.
 - e. Report all accidents involving injury to the public to the Manager of CCC as soon as possible and enter details of the incident in CCC's accident book.
 - f. Ensure that in order to avoid violent or criminal behaviour and disturbing CCC's neighbours, care shall be taken to avoid excessive alcohol consumption.
39. Film shows:
 - a. Hirers must ensure that
 - i. They have the appropriate copyright licence for film.
 - ii. They abide by the age viewing recommendations issued by the British Board of Film Classification.
40. Animals:
 - a. No animals or birds, except guide dogs, shall be brought onto CCC premises other than for special events and by the written agreement of the Manager of CCC.
41. Sale of Goods:
 - a. 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.
42. End of Hire Period:
 - a. The hirer will be responsible for leaving the premises and surrounding area in a clean and tidy condition.
43. Alterations and Fixtures:
 - a. No alteration may be made to the premises or fixtures installed without the prior written permission of the CCC Manager.