

#### Standard Terms and Conditions of Hire May 2016

The use of facilities at the Northfield Community Centre is permitted only upon the conditions below. Agreement to a booking is agreement to our terms and conditions.

# These Terms and Conditions are available in a larger font from the Centre or by emailing <u>bookings@northfieldcentre.co.uk</u>

#### **Making Bookings**

1. Bookings should be made in writing to the Northfield Community Centre (aka "NCC" / "The Centre"): Magnolia Avenue, Stafford. ST16 3DU – bookings@northfieldcentre.co.uk

2. The person whose name the booking is made on (aka "The hirer") will be responsible for the observance of the conditions.

3. The Centre reserves the right to refuse permission for the use of the premises for any reason the Centre shall deem necessary. No compensation shall be paid to the hirer or any other person for a cancellation if the hirer is found to be in breach of the terms and conditions.

#### Fees and Charges

4. There is a fees and charges schedule for all the different spaces available to hire at NCC.

5. We have a community/charity rate and a commercial rate.

6. Discounts may be available for regular bookings.

7. A deposit may be required. For further information please contact the Centre Manager.

#### Cancellations

8. Hirers are asked to note the Centre's Cancellation Policy, as stated below, which will be enforced. Cancellation fees will be invoiced separately, and will be upheld at the discretion of the Manager.

9. The below percentages will be applied to the cost of booked hours that fall within the cancellation window period:

Notice Given of Cancellation	% of Booking Fee Charged
1 month +	0%
1 month to 2 weeks	60%
2 weeks or less	100%

#### Times of Hire

10. The Centre has a strict policy regarding time of use. The hirer will only have access to the room during the time that they have booked. The hirer will not have access to a room until their booking commences, and the hirer and their group must be physically out of the room by the end of their booking time.

11. Should you occupy the room beyond the agreed times during daytime hours, you will be charged  $\pm$ 50/hour for additional time which will be applied on a pro-rata basis.



## For evening bookings that run-over after 10pm on weekdays or weekends without prior agreement, the full booking deposit will be forfeited.

12. The hirer must return the room to the condition it was found in. This means they must return or pack away any furniture and equipment they have used, as well as ensuring the room is properly clean. If required, cleaning materials such as brooms, vacuum cleaner and mop can be obtained by asking NCC Staff.

13. Standard hire rate applies between 9am to 9pm. Times available for hire outside of this are as follows:

I. **Sunday to Friday:** The building opens at 9am, but bookings may be made from 8am, subject to advance notice and availability. Subject to availability, bookings may be extended from 10pm until 11pm; **chargeable at a flat rate of £50/hr**.

II. **Saturday**: Subject to availability, bookings may be extended from 10pm until 12pm; chargeable at a flat rate of £50/hr.

#### Permitted Use of the Centre and Liabilities

14. An aspect of NCC's management agreement with Staffordshire County Council is that we are required to monitor the services that are provided. Therefore as part of your booking with the Centre you agree to collect monitoring information on your events or classes on a weekly basis, and adhere to any other evaluation and monitoring requirements.

15. The Centre cannot be held liable for any accident or injury to persons using the premises or third parties involved, in accordance with this booking policy.

The hirer is required to make their own insurance arrangements that indemnifies the Centre, the Council and any other funders against all loss, damage, costs, claims, demands, expenses or charge which the Centre may sustain or incur in respect of any matters arising out of the use of the accommodation of the condition relating thereto, and to pay to the Centre on demand such sum as may be payable by reason of this indemnity.

16. The hirer is responsible for ensuring that any equipment they bring to site is checked for safety and appropriateness of use, including, but not limited to, electrical safety testing. The health, safety and wellbeing of the hirer's guests are the responsibility of the hirer.

17. The Centre is not responsible for the loss or damage of any equipment or materials stored on site. Anyone storing items at the Centre does so entirely at their own risk, and should make appropriate insurance arrangements.

18. In accordance with the Centre's Fire Safety Policy, no open flames are allowed on site. The hirer will make themselves familiar with the fire safety and emergency evacuation procedures of the Centre. It is the hirer's responsibility to ensure that they have briefed any of their guests on the how to leave the Centre safely. The hirer will be notified of any planned testing or maintenance of the fire alarm system. In the event of an unplanned alarm, the hirer must ensure they and their guests evacuate the building immediately following the instruction of NCC staff.

19. The Centre is not licensed for gaming for the purpose of Section 13 of the Finance Act 1966. However we are licensed for the sale of alcohol on the premises as covered by the Licensing Act 2003. If you wish to book the bar for your activity/event please see separate Bar Hire Agreement.

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20. Party bookings for under 18s must be made by a parent/guardian and bookings must have parental supervision at all times. Failure to do so will result in the immediate cancellation of the booking and the deposit and booking fee will be forfeited.

21. Under no circumstances shall the organisation tolerate aggressive, racist, sexist, or any derogatory behaviour or statements within the Centre. Should this be found to be the case this will lead to immediate exclusion from the Centre, forfeiting all payments and deposits, with any future booking being cancelled.

#### **Deposits and Damage**

22. In the case of payment of a deposit, this will only be returned once the room has been checked and once confirmed in order. In case of damage or additional cleaning required this will be deducted from the deposit, at the discretion of management. Hirers will be informed within 2 working days of any intention to deduct from a deposit. Should the amount of damage exceed deposit, then the hirer will be invoiced with payment required within 14 days.

23. If no deduction is to be made from a deposit, deposits are usually available for collection from the NCC office the next working day after a booking. Hirers are advised to inform the Centre that they will be coming in to collect their deposit before doing so.

24. Any existing damage or mess noticed by the hirer at the beginning of a session **must be raised with staff immediately**, before a booking commences. Any damage noticed by staff or raised to staff at the end of a booking will be assumed to be the responsibility of that hirer.

#### Restrictions

25. NCC reserves the right to cancel any booking by providing the hirer with one month's notice of cancellation. Any fees paid past the point of cancellation will be refunded.

26. Right of access to all parts of the Centre at all times is reserved to the Centre Staff or other person authorized by NCC.

27. No alterations to the building structure, furnishings or electrical installations may be made without the express written permission from the management.

28. The Caretaker / other representative of NCC is the authorized representative of the Centre and they are empowered to enforce the conditions of hire and to refuse entry, or require persons to leave the premises.

29. The hirer will be provided with a maximum of 5 bin bags (recycling or general waste) for disposal after an event. Only NCC waste bags may be used. The hirer will incur a charge if waste is not segregated appropriately. Should more bin bags be required, a charge of £2 per additional bag will be noted by the manager and deducted from your deposit. Any large items should be taken away by the site on conclusion of the event.

30. Hirers will confine the numbers and type of persons present during the hiring to those specified in the booking agreement. In particular, hirers will neither use nor move any equipment or furniture not specified in the agreement.

31. Hirers will use only those parts of the premises and facilities specified in the agreement.

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32. Hirers will be responsible for the behaviour of those present and for ensuring that activities and persons present do not cause a nuisance to other users of the Centre or local residents. Hirers must respect any direction made by a member of NCC staff with regards to noise levels or anything which may be deemed to cause disruption to others.

33. NCC operates a strictly NO SMOKING Policy, in line with Public Health Act 2006 No 3368.

34. NCC reserves the right to change its prices at any time.

35. This agreement does not commit either Northfield Community Centre or the Client named on the booking agreement to any further continuation of the room booking arrangement specified.

#### **Documentation Requirements**

If you are intending to teach or instruct you will be required, where relevant, to provide us with the following documentation:

36. A current CV along with proof of qualifications

37. If you intend to provide activities for vulnerable adults or children, you must show proof of a current Disclosure Barring Service check carried out within the last three years.

38. If you intend to provide activities for children, you will be required to provide a copy of your own Child Protection Policy and strictly adhere to the Centre's Child Protection Policy.

39. If you intend to provide contact activities, you will be required to provide us with a copy of your insurance policy detailing the particulars of your cover.