

BENSHAM COMMUNITY CENTRE

TERMS AND CONDITIONS OF HALL / ROOM HIRE

The Application/Booking:

All applications/bookings for the use of the Bensham Centre must be completed in writing on the printed form provided by the Centre. The person by whom this Application/Booking Form is signed must be over 18 years of age and shall be considered responsible for any breach of the conditions. Where an organisation/company is the hirer, that organisation/company shall also be considered responsible and shall be jointly and severally liable hereon with the person who signs the application.

Our acceptance of this booking is solely with the signatory person and/or Company and it may not be transferred to any third party.

Any application may be declined without giving a reason.

Terms and Conditions of Payments:

In order to secure a confirmed date a non-refundable deposit of 50% is required. The remaining 50% along with the security deposit to cover any damages to the premises/furnishings/furniture and the agreed extras must be paid 4 weeks prior to the Event. Use of the Centre will not be allowed until payment has been made. **The security deposit will be returned after post event inventory within 7 days by cheque to the Hirer's home address.**

Cancellation by the Hirer:

Cancellations must be in writing. Deposit to secure the date is non-refundable.

If Hirer cancels the booking by giving more than 3 months' written notice, hirer has to pay 75% of the total price of hire. If Hirer cancels the booking by giving less than 3 month's written notice, 100% of the total price of hire must be paid.

Cancellation by the Centre:

The Centre reserves the right to cancel any hiring without notice where the Centre considers it necessary for a cause outside its control and in such event the hiring fee shall be returned forthwith. However, the Centre shall not be liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring. The Centre reserves the right to cancel any hiring if the Hirer does not comply with these terms and conditions. In this case, no refunds will be made by the Centre.

Conduct:

The Hirer is responsible for conducting function/event/meeting in an orderly manner without causing any nuisance to others and without causing any damage to the property/furniture/furnishings. The Centre reserves the right to cancel the function and to charge for any loss or damage. The centre is situated in a residential area and noise level must be kept to a minimum when guests arrive or leave the premises. **The Hirer must observe the opening times licence from the local authority – L B Croydon and ensure music stops half an hour before closing time. Please see "Premises Licence" clause below.**

In the event of any unruly behaviour or drunkenness by the Hirer and/or his guests causing any damage to the property, the Centre reserves the right to cancel the function and to charge for any loss/damage.

The Hirer shall indemnify the Centre against all actions, proceedings, claims and demands whatsoever which may arise as the result of the hiring.

The Hirer is responsible for obtaining legal rights to play music/video.

The Centre has the right to refuse any outside company if found unsuitable.

The Hirer must ensure that appropriate insurance cover is in force in respect of all its obligations to the Centre under these regulations and also in respect of its liability to those within its charge or to guests.

The owners of the Centre shall not be responsible for any loss or damage to any property of the hirer arising out of the hiring of the Centre.

The owners of the Centre shall not be responsible for any loss, damage or injury which may be incurred by or be done or happen to any person or persons resorting to the Centre during the hiring of the Centre arising from any cause whatsoever other than the negligence of the owners of the Centre. The sale of alcohol/tobacco products is not permitted.

Any penalties imposed by any Authority due to lack of observance of the terms and conditions of this Contract will be met by the Hirer.

Premises Licence by Local Authority – L B Croydon - Opening Hours of the premises:

Monday to Saturdays: 8am to 11pm – The premises must be completely vacant by 11pm and music stopped by 10:30pm.

Sundays and Bank Holidays: 9am to 10:30pm – The premises must be completely vacant by 22:30pm and music stopped by 10pm. The Closing (locking up) Time MUST, rigorously, be observed. Failure to comply will be considered a breach of this terms and conditions and will incur a penalty of £200.00 per hour or part of the hour. Any other penalty imposed by L B Croydon will be met by the Hirer.

Access to the Centre:

The Hirer of the Centre is not entitled to use or enter the premises at any time other than the specific hours for which the Centre is hired.

The Hirer will supply adequate security cover for the function as deemed necessary to monitor and control the security aspect of the function and will be responsible for its cost. The Hirer must not allow the entrance of members of the public, not known by the Hirer.

The Hirer shall not make any personal profit from the hiring, nor sub-let the Centre or any part of the Centre.

The right of enter is reserved, at all times, to the Facilities Supervisor or any employee appointed by the Centre, the police or fire officer at any time during the hiring.

Health and Safety:

In line with fire regulations, smoking is not permitted in the building.

The Hirer will be shown emergency exits as indicated by the Fire Exit signs prior to commencement of the hiring.

The Hirer will be given our Fire Evacuation Procedure.

The Exits and Fire Exits must not be blocked; chairs or any other obstruction must not be placed in corridors. Fire Appliances must not be removed or tampered with.

No increase in the numbers of people using the Centre above the number agreed on the Booking Form is allowed.

The Hirer is responsible for the health & safety of any food/drinks consumed at the Centre during the Hiring period.

Damage to the Property:

The Centre shall not be responsible for any loss or damage to any property arising out of the holding of a function or any injury which may be incurred by any person during the holding of a function arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or telephone, leakage of water, fire, riot, government restriction, or act of God for which premises have to be closed.

The Hirer shall not use any equipment/utensils unless specified in the Booking Form. No Centre's equipment or utensils shall be taken off the premises. **No drawing pins, nails, screws or staples shall be used on the walls/floors, woodwork doors or furniture. No sellotape or blu-tac are allowed.** The Hirer shall keep the premises, fabric, furniture, fittings and equipment in good condition, free from damage and returned to its original location.

The Hirer shall be responsible for any damage caused to the property by any persons present during the hiring.

The Hirer shall at the end of the period of the hiring leave the Centre in a clean and orderly state ready immediately for the next event.

Facilities:

On booking the hall, you must notify us of a "Person in Charge". This person must be at the hall at the start of your booking time and should report to the office. Bensham Hall staff will be there to show the Person in charge how to operate appliances and go through other aspects of the hall including closing checklist. Staff will be present for one hour from the start of your booking time.

The Hall Hire charges allow the use of tables, chairs. Number of tables and chairs required to be provided by the Hirer 4 weeks prior to the event. The holding capacity will vary according to your seating arrangements.

You must report any problems with the premises, furniture and furnishings during setting up in the first hour. You will be liable for any unreported damage. The hall, the kitchen, the toilets and communal areas should be left in the same state as it was found, vacuumed/mopped clean and tidy ready to be used immediately for the next event. Any additional cleaning shall be charged accordingly to the Hirer @ £25.00 per hour for a minimum of 2 hours The Hirer must not permit dragging of tables and chairs to prevent damages or marking to flooring. **All rubbish (max. 20 bags) must be left in the Refuse Bin. Any rubbish left in the premises or dumped in neighbours skips or bins will be charged at £100.00. Lift:** The use of the lift is restricted to the disabled, the elderly and for load/download only. There is a 4 hour period for an engineer to attend the site in case of a breakdown and people trapped in the lift. Sound system: Connection to our sound system is not allowed unless agreed. **Parking: On-site parking is permitted for off-loading purposes only. The use of the electronic gated entrance will be available for one hour, which will commence at the start time of your booking hire. Please ensure your principal organisers are aware of this. Parking outside of the one hour allocated period will be charged at £60.00 for the duration of the event.** Kitchen facilities is only for warming up food. Cooking from raw carries an extra charge of £25.00 per hour at a minimum of 2 hours (cooking must occur within the hired time). **Deep Fries either on our cooker or portable equipment is not allowed.**

Bensham Hall will endeavour to have all equipment in working order prior to an event, however be aware that equipment does malfunction and sometimes cannot be fixed straight away.

The Centre reserves the right to make additional charges in respect of any additional use of time beyond the agreed period (£100.00 per hour or part of the hour) and facilities available which will be charged separately or deducted from the deposit. **If Hirer overstays our licenced hours the penalty will be £200.00 per hour plus any other penalty imposed by London Borough of Croydon. Please refer to opening hours licence clause.**

These regulations govern the whole of the Centre or such parts thereof as shall be the subject of the hiring but together with other parts of the Centre that are available for use in common with others.

Officers and representatives of the Centre are not authorised to vary these conditions except by prior agreement in writing.

ONCE THE BOOKING IS CONFIRMED IN WRITING, BOTH THE CENTRE AND HIRER ARE IN CONTRACT AND BOTH BOUND BY THESE TERMS AND CONDITIONS.

The Hirer should be responsible for informing their guests on type and strength of beverages.

Children should be kept under supervision of parents/guardian at all times.

Signing on behalf of Bensham Centre:

Name:

Signature:

Date:

Signing by the Hirer: Date:.....

Name:

Signature:

Address:.....

.....Post Code:

Tel.: Mob:.....