



Bedhampton Community Centre – Terms & Conditions of Hire

Company/ Organisation/Group Name:.....

Date of event:
 (Please write "Various" if booking more than 1 date)

Event Type:
 (Regular/Casual, Wedding, Fitness, Wellbeing, Education, Social etc)

Name: Contact Number:

Address:

Email:

Signed: Date:

All personal data acquired in this form to Bedhampton Community Centre CIO shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without your consent. Please note that all contact details will be held on our booking system for the purpose of invoicing.

Tick here if you consent to receive our monthly Newsletters showcasing events and announcements using the email address provided above.

Bedhampton Community Centre is a Charitable Incorporated Organisation Charity registered with the Charities Commission number 1177531 and the building is owned by, and leased from, Havant Borough Council.

1. **Terms and their meanings used in this document (as indicated by UPPER CASE Font)**

HIRER	Either an individual or a duly appointed representative of an organisation, Company, class, club, or team.
REGULAR HIRER	Any Company/Organisation/Group or individual who has a booking which is repeated 6 times or more in a 12-month period.
PREMISES	Denotes the part or parts of the building hired or used in conjunction with this agreement.
PROPERTY	Denotes the BCC CIO building, gardens, and car park to the boundary with the public footpaths and boundary walls/hedges.
BCC CIO	Bedhampton Community Centre Charitable Incorporated Organisation, its management, staff, volunteers, and Trustees.
LARGE EVENTS	Any event in the Main Hall or combining of rooms in the hire.
THE CENTRE	The BCC CIO, PREMISES, and/or PROPERTY

2. **Equal Opportunities**

The BCC CIO is committed to providing facilities for all the Community regardless of sex, sexual orientation, nationality, age, disability, race or of political, religious, or other opinions. Users of the Community Centre must comply with, *inter alia*, the Equality Act 2010. THE CENTRE is accessible to all and is wheelchair accessible apart from the stage.

3. **General Conditions**

- 3.1 Office opening hours are 0900-1700 Monday to Thursday and 0900-1600 on Fridays. During other times, THE CENTRE will be open when events are booked.
- 3.2 Facilities at the Community Centre are available for use between the hours of 0900-2200 on weekdays, 0900-2330 on Saturdays and 0900-1700 on Sundays. However, the BCC reserves the rights to change these times at any time.
- 3.3 The Main Hall has a maximum capacity of 150 persons, including helpers and performers and under no account are these figures to be exceeded. Full details of room capacities can be found separately under Clause 25
- 3.4 The BCC CIO reserves the right to cancel any booking in the event of the PREMISES being required as a Polling Station for Parliamentary, Local Government or any other election, forced closure due to pandemics, or as a Centre for civil emergency procedures, in which case the HIRER shall be entitled to a full refund of any monies paid. Other Cancellation requirements are at Clause 7.
- 3.5 The HIRER shall only be permitted to use the room(s) booked on this form and no other, between the times agreed in writing with the BCC CIO and this includes setting up and setting down time. All rooms are charged at an hourly rate, rounded up to the nearest 30 minutes. Failure to exit the room by the agreed time will result in the BCC CIO either retaining 50% of the Damage deposit if exit occurs up to 30 minutes late and 100% if over 30 minutes late or charging the normal Hire rate for the additional time whichever is greater. There will be no refunds if an event finishes early on the basis that the hall cannot be re-hired at short notice
- 3.6 The BCC CIO reserves the right to decide which part of the building where the proposed activity can be held subject to availability.
- 3.7 The BCC CIO reserves the right to move a HIRER to a different room.
- 3.8 If there is a perceived level of controversial content which some people may find unsuitable for general participation or public viewing, relevant notices must be displayed advising attendees of such content.
- 3.9 The HIRER shall not use the room(s) for any other purpose other than that described in the booking form and shall not sub-hire or use the room(s) or allow the room(s) to be used for any unlawful or prohibited purpose. This includes the consumption or sale of alcoholic liquor. If there is any doubt regarding the authenticity or interests of the group requesting to hire THE CENTRE, the BCC CIO reserves the right to refuse booking.
- 3.10 Except for REGULAR HIRERS, all bookings must be paid for in advance, and all booking details must be provided in writing. Failure to supply required documentation and payment in advance may result in the cancellation of the booking.
- 3.11 BCC CIO reserves the right to review and revise hire charges and these conditions of hire at any time.
- 3.12 The BCC CIO reserves the right to terminate a hiring at any time, including during the hire period itself, if any of these conditions of hire are breached or likely to be breached and any monies paid will not be eligible for a refund.

- 3.13 The HIRER is responsible for the setting up of the PREMISIS including tables, chairs, and equipment, and for returning all items to the back store at the end of the hire within the allotted booking time so other users are not inconvenienced for their Bookings. The HIRER contracts with the BCC CIO through this agreement and is ultimately liable for compliance even if the HIRER enters into a Third-Party agreement.
- 3.14 The HIRER is responsible for ensuring appropriate footwear is worn in the main hall with regards to heel sizes which must be larger than a 5p piece.
- 3.15 The BCC CIO reserves the right to ask for proof of ID and/or age verification data in support of offering our services and facilities.

<p>4. All Bookings including catering and Bar Service</p> <p>4.1 Bookings can only be taken from people over the age of 18.</p> <p>4.2 Bookings are considered provisional until the Terms and Conditions Form is signed. If the booking is taken in a period of less than seven days before the event, the form must be signed and full payment made by return. Any provisional booking that has not been confirmed 14 days prior to the booking time will be cancelled.</p> <p>4.3 All bookings must start and end at the agreed time, including setting up and packing away and, where applicable, removal of Inflatables and Third-Party equipment. Any request for additional time at the beginning of a booking or any bookings running over the stated time on the booking form may result in additional charges. Early access to rooms is only with the express permission of the BCC CIO.</p> <p>4.4 Request for additional facilities, such as the flip chart, projector, gas oven, sound systems etc, on the event day, not included in the original Booking Form will be charged at the appropriate Hire rate and may be subject to a £25 administration fee.</p> <p>5. End of Hire The HIRER shall be responsible for:</p> <ul style="list-style-type: none"> - leaving the premises and surrounding area in a clean and tidy condition - contents temporarily removed from their usual positions should be properly replaced - closing any windows opened; switching off lights - collecting and bagging all rubbish at the end of the hire period - All Inflatables and Third-Party equipment is removed before the end of the Booked Time. - ensuring all guests and Third Parties leave THE CENTRE by the time specified in the booking agreement. - Settling up any additional charges incurred before departure. - Removal of all vehicles from the car park once the booking has ended. 	<p>6. Signing In and Out All HIRERS are required to sign in before their booking starts and sign out when their room is clear. The HIRER needs to be the first person on-site and the last to leave once any third parties have left.</p> <p>7. Payment & Invoicing REGULAR HIRERS</p> <p>7.1 REGULAR HIRERS will be invoiced by email or by post, monthly in arrears on the 14th of the month. All invoices will state clearly that payment MUST be made within 14 days of the invoice date i.e. within the same month of the invoice being issued.</p> <p>7.2 The BCC CIO reserves the right to cancel existing bookings and refuse future hire if any invoice has not been paid as per the Clause 7.1 above. All new regular HIRERS will be required to pay the first month's invoice in full when confirming their booking with a signed T&C form. This payment will be non-refundable.</p> <p>One-off events including catering and bar service</p> <p>7.3 All One-off (Casual) events must be paid in-full in advance no less than 14 days before the event. The Signed T&C form is to be completed as well.</p> <p>7.4 If a booking is made within 14 days of the event, full payment will be taken at the time of booking. An invoice will be produced and marked as paid, to provide a receipt for the HIRER.</p> <p>7.5 For all LARGE EVENTS, a non-refundable deposit of 25% or £150.00, whichever is the greater, will be required at the time of booking.</p> <p>7.6 A refundable deposit of £200 is required for all events to cover for any damages or late finishes (See clauses 3.5 and 10.1).</p> <p>7.7 The HIRER will be liable for any cancellation charges incurred for items booked through third parties.</p> <p>7.8 A bar can be provided by BCC CIO.</p>
<p>8. Cancellations</p> <p>8.1 Cancellation of a booking must be received by the BCC CIO, in writing to manager@bedhamptoncommunity.org or to the Manager, Bedhampton Community Centre CIO, 21 Bedhampton Road, Bedhampton, Hants, PO9 3ES, to be received not less than seven working days prior to the hire date. The following cancellation fees are liable:</p> <p>8.2 REGULAR HIRERS</p> <ul style="list-style-type: none"> - Regular HIRERS are required to give One month's notice for the cancellation of individual sessions, or the hire fee will be charged in full. - Any regular HIRERS wishing to cease their arrangement with the BCC CIO must give one months' notice. <p>8.3 One-off Bookings, catering, and bar service included</p> <ul style="list-style-type: none"> - Over 6 weeks' notice: No cancellation fee. However, for LARGE EVENTS the non-refundable deposit will be retained. - 1-6 weeks' notice: 50% of the room fees will be charged - Less than 1 week: Full room fees will be charged along with the additional fees if bar or café service has been booked. <p>8.4 In addition to Clause 2.2, the BCC CIO reserves the right to cancel or amend a booking at any time, without penalty. No compensation will be given. HIRERS will only be entitled to the return of the hire cost.</p>	<p>9. Scale of Charges</p> <p>9.1 The room hire rates will be in accordance with the advertised charges made at the time of booking but may from time to time be subject to alteration. Notice of such alterations will be given at the time of booking. Any advanced bookings made will be given 1 month-notice before any new rates are implemented.</p> <p>9.2 Weddings require an "Exclusive Hire" of THE CENTRE</p> <p>9.3 Any changes to a booking made by the HIRER, including room changes, may incur an administration charge of £25 per change</p> <p>10. Damage</p> <p>10.1 The HIRER is responsible for the preservation of good order during the hire period. Any damage caused to the PREMISIS or PROPERTY because of the hiring will see the BCC CIO make good the damage and then recover the resultant costs from the HIRER. Under certain circumstances, and for parties and weddings, the Bookings Team will request a refundable damage deposit. Should THE CENTRE incur any loss of revenue because of damage caused by a HIRER then the HIRER will bear the cost of this loss even if it exceeds the deposit paid. The HIRER must pay this within 7 days of the amended invoice being sent.</p> <p>10.2 In the event of any claim being made by any person in respect of any injury, damage or loss which they may have sustained or incurred in the room(s) the HIRER shall alone be responsible and indemnify THE CENTRE unless it is as a direct result of the negligence of the BCC CIO or its employees/volunteers.</p>
<p>11. Health, Safety and Safeguarding Requirements</p> <p>11.1 The HIRER is responsible for the health and safety of anyone attending their hire session including, but not limited to, familiarisation with the fire procedures and first aid provision, although Centre staff will assist where possible.</p> <p>11.2 Depending on the activity for which hire has been made, a risk assessment may be requested by the Bookings Team. Failure to provide a risk assessment will result in cancellation of the booking.</p> <p>11.3 The HIRER must remain on the site throughout the term of the hiring period and ensure maximum capacity numbers at Clause 25 are not exceeded.</p> <p>11.4 Under no circumstances are children to be left unsupervised by an adult in any room or be permitted to leave the Community Centre during an event to gather or play in the vicinity of the PROPERTY.</p> <p>11.5 All electrical equipment brought into THE CENTRE must be by prior arrangement. Proof of safety checks, carried out by competent safety personnel, must be provided before this equipment can be used.</p>	

<p>11.6 If the HIRER is involved in providing activities for children or adults at risk; teaching or taking part in physical activity; the HIRER is responsible for ensuring full alignment with BCC CIO safeguarding procedures (available on request) and must ensure they are put in place for the event. Public Liability Insurance, as appropriate, must be provided and kept on a central register at the BCC CIO. HIRERS who provide activities for children or physical activities will hold their own accident report book when on the premises but must also report all accidents to the BCC CIO immediately.</p> <p>11.7 If the activity requires DBS registration and an Adult Safeguarding Policy, the HIRER must possess these and in so signing the Terms and Conditions confirms such.</p> <p>11.8 The BCC CIO reserves the right to assure themselves that the HIRER has the training, qualifications, or experience to deliver classes at THE CENTRE. Failure to provide supporting documentation on request and at least 48 hours before the Booking Date will result in the Booking being cancelled</p> <p>11.9 If the HIRER is involved in the preparation or serving/selling of food to the public, they must liaise fully with the BCC CIO staff, to ensure that all current legislation, health & safety, and insurance requirements are complied with.</p> <p>11.10 No dangerous, hazardous, or harmful items, or non-prescription drugs may be brought on to the premises.</p> <p>11.11 Fire extinguishers are not to be removed from their brackets for any purpose other than to fight fires and should only then be used by appropriately trained persons.</p> <p>12. <u>Prohibited items</u></p> <ul style="list-style-type: none"> – Candles and any naked flames (with the exception for Birthday cakes) – Scooters (including electric), Bicycles (including electric) & Class 3 mobility scooters (wheelchair available on site). Lightweight motorised wheelchairs are permitted. Charging is not permitted due to fire safety concerns. – French chalk or any substance that will increase floor slippage. – Any other items likely to cause damage or to be harmful to Centre users. – Chewing gum/bubble gum. – Flammable liquids, gases, and oil. – Gas filled balloons are not to be used in the main hall due to the fan system. Balloon Arches that are not gas filled and are securely tied, may be permitted – please discuss with the BCC CIO staff at the time of booking. <p>13. <u>Smoking Policy</u></p> <p>No smoking is permitted within the PROPERTY except in any designated areas at the back of the building.</p> <p>14. <u>Inflatables including Bouncy Castles</u></p> <p>Inflatables and Bouncy Castles are only permitted in the Main Hall and are to be suitably anchored to mats underneath the inflatable ensuring no damage to flooring. Gas filled balloons are not permitted in the Main Hall. HIRERS must inform the BCC CIO of any intent to use inflatables and agree delivery and collection times with BCC CIO staff noting the requirement at clauses 4.3 and 5.</p>

15. Music and Noise Levels

A Sound Limiter has been fitted in accordance with the terms of our lease agreement with Havant Borough Council. All HIRERS and their suppliers/third parties, musicians and/or DJs must comply with the mandatory licence conditions relating to noise and they all must adhere to staying out of the red zone of the sound limiter levels.

16. Alcohol

THE CENTRE strictly follows the Challenge 25 policy and will challenge anyone under the age of 25 or appearing to be under the age of 25 attempting to purchase or consume alcohol. Alcohol will not be served to anyone suspected of being drunk or under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly manner will be asked to leave the premises and its immediate vicinity. No alcohol or soft drink is to be bought into THE CENTRE; any alcohol or soft drinks consumed on the premises must be obtained from the on-site bar.

17. Catering Provision

Arrangements for the provision of catering should be made at the time of booking the room. No food or drink sales outside the Community Centre café and bar service may take place on the PROPERTY.

18. Storage

THE CENTRE has limited capacity for storage to support HIRERS. The Stage room Store is for the priority use of THE CENTRE with some limited space for equipment belonging to other Regular HIRERS. Requests to store any items will be considered by THE CENTRE Management. Any agreement to Store items will be only for those items agreed upon which must meet fire resistance regulations. All items stored in THE CENTRE are stored at the owner's risk. See Clause 19. THE CENTRE reserves the right to withdraw any agreement made with HIRERS for storage arrangements at any time if THE CENTRE requires additional space for its use.

19. Responsibility for Loss of Property

In no circumstances will THE CENTRE accept responsibility for the loss, theft or damage to property belonging to the HIRER, or their group, which has been left, deposited or brought onto the PROPERTY, or left with any member of THE CENTRE's staff. If as a result of this damage or loss, THE CENTRE itself incurs any costs, the HIRER or their Insurer shall be required to indemnify THE CENTRE against all actions, expenses, claims and demands arising out of, or in any way connected to, the theft, loss or damage.

20. Conduct & Supervision

- 20.1 The BCC is a Charity run by volunteers, Staff and Trustees and we rely on a lot of goodwill to keep this Centre alive for the Community to use – we have a zero-tolerance policy to any abuse shown to any of our staff, volunteers, Trustees or other users.
- 20.2 THE CENTRE is unable to accept bookings from persons under the age, or believed to be under the age, of 18 years.
- 20.3 All HIRERS are responsible for ensuring their guests, as a group or individually, cause no nuisance or disturbance to the staff or other users of the PROPERTY and that they respect our neighbours and cause no disturbance when arriving, during the event or on leaving the PROPERTY. The BCC CIO staff reserve the right to terminate the hiring if, after due warning, a disturbance continues or if the hiring continues past the finishing time stated when the booking was originally made.
- 20.4 The HIRER shall be responsible for ensuring the orderly and safe admission and departure of persons to the booked venue and their safe evacuation in the event of an emergency. All doors and emergency exits to and from the booked venue will remain unobstructed and the HIRER must comply with the wishes of the BCC CIO staff on duty as to the preservation of safety, good order, noise levels and decency of the event or meeting. The HIRER shall ensure that their guests use only the room(s) booked and do not congregate in the corridors or toilets.
- 20.5 Sales of goods at events are only permitted with prior written authorisation from THE CENTRE; however, no liability is accepted by THE CENTRE in connection with these transactions.

21 Failure of Heating or Lighting

No responsibility will be accepted, or compensation paid by THE CENTRE in the event of any failure of heating or lighting which causes the booked event to be terminated or interrupted.

22 Right of Entry

BCC CIO staff on duty at the time of the hiring, reserve the right to refuse entry to any individual, or groups of individuals, whose presence in the opinion of the BCC CIO staff member, is likely to be prejudicial to the interests of THE CENTRE, or cause a disturbance to the good order of the booking. No liability will be accepted by THE CENTRE by such actions being initiated. All BCC CIO staff, Trustees and volunteers and Havant Borough Council representatives always have a reserved right of entry in the exercise of their duties.

23 Alterations and Decorations

The HIRER shall not cause or permit any interference with, or alteration to, the lighting, heating, seating, means of escape, fittings, fixtures, apparatus, or furnishings of THE CENTRE. Any decorations, flags, banners, signs, posters, or placards requiring to be displayed will only be permitted at the discretion of the BCC CIO staff on duty. Arrangements for these displays must be made at the time of booking and confirmation received. Any adhesive material, tacks, screws, nails, or hooks used to display this material and driven into the walls, or furniture of the hired premises will be regarded as damage, the repair of which will then become a chargeable item to the person or Group making the booking.

24 Insurance

The Landlord is Havant Borough Council who provide insurance relating to the PROPERTY except for internal to the building itself. THE CENTRE provides insurance cover in respect of its furniture and fittings. This cover does not extend to goods, equipment, or anything other than that provided by THE CENTRE. HIRERS are strongly advised to obtain additional insurance if they consider it necessary. This will particularly apply to any HIRERS handling money because of a sale of goods at their event and for events involving the use of Third Parties, their equipment, and services. As the BCC CIO does not supervise the use of Inflatables and SoftPlay at any event, HIRERS using such items MUST have appropriate Liability insurances in place. Copies of HIRER procured insurances must be provided prior to the booking being accepted.

25 Bill Posting

The HIRER may not advertise, promote, or announce any event to be held at THE CENTRE until they have received a Confirmation of Booking and approval from The Centre. The HIRER will be asked to remove such displays until such agreements are in place. No Posters, banners, flyers and A Boards can be displayed without the express permission of The Centre, who may in turn, may need to seek permission from Hampshire County Council if it is proposed to display on the railings/hedge line or beyond the boundaries of The PROPERTY. Any material displayed for external events not held in the BCC shall also be at the express permission of the BCC CIO.

26 Licensed Capacities

The following licenced capacities apply to the different room types and must not be exceeded as stated under Clause 3.3. The recommended capacities to ensure comfort for your guests is also provided.

Room Name	Licensed Maximum Capacity	Recommended capacity for Comfort
Main Hall	150 people	120 people in conference style or 80 for a party
Meeting room	40 people	30 people in conference style or 15 people for activities
Lounge Room	40 people	30 people table seated

Office use only

Check	Details			Checked By (Sign and Print Name)
Room hall allocation (<i>Circle as required</i>)	Main Hall Room	Lounge	Meeting	
Date and Time booked				
Bar / Café required?	Yes	No.		
Times required for Bar				
Insurance details provided?	Yes	No.	Not required	
Staff allocated and included in costs	Yes	No.	Not required	
Hireable equipment requested and available (<i>Tick all that apply</i>)	Flip chart Projector Screen White Board Digital Projector Piano	Large Monitor (Lounge) Six burner hob and gas oven Portable Sound system Main hall sound system		
T&Cs signed	Yes	No		
Invoice raised and issued (<i>Enter invoice number</i>)	Yes	No		
Payment received	Yes	No		