

ST MARY'S ISLAND COMMUNITY CENTRE

STANDARD CONDITIONS OF HIRE

These Standard Conditions of Hire ("**Standard Conditions**") apply to all hiring of the Community Centre. If the Hirer is in any doubt as to the meaning of the Conditions, the Community Centre Administrators ("**Administrators**") should be consulted immediately.

The St Mary's Island Community Centre, Island Way West, St Mary's Island, Chatham ME4 3EP will hereby be known as the "**Community Centre**" and is owned and operated by Chatham Maritime Trust hereby known as "**CMT**". The person or organisation hiring the Community Centre will be referred to as the "**Hirer**".

The capitalised terms, words and phrases used in these Conditions have special meanings. These specially defined terms, words, phrases and other guides to understanding these Conditions can be found in the Glossary set out at the end of these Conditions, if not earlier defined in part of these Conditions.

In consideration of the Hirer paying the Hire Fee, CMT agrees to permit the Hirer to hire and use all or part of the Community Centre for the Event during the Hire Period subject to and in accordance with these Conditions. The Hirer agrees with CMT to observe and perform the Conditions. Where the Special Conditions conflict with the Standard Conditions, the provisions of the Special Conditions shall prevail.

BOOKING, FEES, DEPOSITS AND CANCELLATION

1. BOOKING & PAYMENT OF HIRE FEES

- 1.1 Bookings may be made in person, by telephone or by email. The booking will not be confirmed until the Booking Form has been completed and accepted by the Administrator, the Conditions have been signed by the Hirer and the Deposit has been paid (where applicable). Hirers are required to provide two forms of ID evidencing the Hirer's address.
- 1.2 Payment of the Hire Fee (without set off or deduction) plus any Additional Charges must be made 28 days before the date of the booking for one off Events, and within 30 days of invoice date for regular Events. CMT reserves the right to refuse a booking.
- 1.3 Persons under the age of 18 years are not acceptable as Hirers or as signatories to the Booking Form. Where necessary a parent or guardian over the age of 18 will always be asked to sign the Booking Form and accept the Conditions, and accept legal responsibility for, and supervision of, any activity involving persons under the age of 18 years.

2. DEPOSITS

- 2.1 The following deposits are payable in respect of Events:
- 2.2 **Block bookings** – A refundable deposit equivalent to 1 month's Hire Fee will be payable upon the signing of these Conditions, plus a returnable damage deposit of £50.00 and returnable key deposit of £20.00.
- 2.3 **For one off parties and events** – A non-refundable booking deposit of 25% of the Hire Fee shall be paid, plus the Damage Fee and Key Fee as detailed below shall be paid 28 days before the Event:
 - (a) £50.00 for children's parties; and
 - (b) A minimum of £350.00 for adult or large parties/events dependent of number of attendees and duration. Hirers will be notified of deposit amount upon booking.
- 2.4 Damage and Key Deposits will be returned within 28 days after the Event, subject to any deductions of Additional Charges as set out below.

3. ADDITIONAL CHARGES

- 3.1 **Security** – There is a non-refundable security check and late lock-up fee of £45.00 ("Security Fee") for parties finishing after 8.00pm, the Security Fee can also apply to large occupancy Events ending before 8.00pm. Please check at time of booking if the Security Fee is payable. (Please note: The Security Fee has been introduced to meet local authority compliance, in reducing noise disturbance to the neighbouring area. The charge enables a site visit during the Event dependent on type of event, occupancy and end time to ensure noise levels and compliance with these Conditions. This cost is chargeable to the Community Centre and passed on to the Hirer. This is to assist the Community Centre in fulfilling its obligations with environmental compliance).
- 3.2 **Damage** – There is a returnable damage deposit fee ("Damage Fee") payable for damage and/or loss to the Community Centre. The applicable Damage Fees are listed in Appendix 1.
- 3.3 **Key** – There is a returnable key deposit fee of £20.00 ("Key Fee"), to secure against lost or damages keys.
- 3.4 **Cleaning** – CMT reserves the right to charge a cleaning fee to the Hirer in the event that the Community Centre is not, in the reasonable opinion of CMT, left in acceptable condition in accordance with clause 18 at the end of the Hire Period ("**Cleaning Fee**"). The Cleaning Fee will be charged at a rate of £40.00 per hour and will be deducted from the Hirer's Damage Fee.

4. CANCELLATION

Cancellation by the Hirer

- 4.1 More than 28 days notice before the Event, no charge of the Hire Fee but the 25% of hire booking deposit will not be refunded.
- 4.2 Less than 28 days, but more than 7 days before the Event, a Cancellation Fee representing 50% of the Hire Fee will be payable by the Hirer to CMT.
- 4.3 Less than 7 days before the Event, a Cancellation Fee representing 100% of the Hire Fee will be payable by the Hirer to CMT.
- 4.4 If the Hirer fails to keep the booking the full Hire Fee is payable.

Cancellation by CMT

- 4.5 Subject always to the provisions of clause 4.6 below, CMT may at any time close the Community Centre in the case of a "Force Majeure" event or other event outside its reasonable control or other reason which CMT reasonably considers

necessary or desirable in which event neither party shall be entitled to any remuneration, damages or other sums arising from such closure save as provided in these Conditions.

- 4.6 CMT may at any time whether in advance of or during the Event in its sole discretion close the Community Centre, cancel the Event and/or otherwise terminate these Conditions if:

- (a) CMT reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is or may incite public disorder, racial prejudice, is obscene or otherwise permits to these situations and/or is in bad taste;
- (b) if an order, proceedings or warning is issued by the licensing or local authority and/or is or may be prejudicial to the liquor and/or public entertainment licences (as applicable) and/or other consents and authorities necessary for conduct of the Community Centre and/or the good name and reputation of CMT or the Community Centre;
- (c) CMT reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is in conflict with or prejudicial to the business of the Community Centre, CMT and/or its reputation;
- (d) if there is any change to the agreed billing (including without limitation identity of performers and / or content of the Event);
- (e) CMT reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is in breach of any of the Hirer's obligations and undertakings under these Conditions;
- (f) the Community Centre is required for a Polling Station for a Parliamentary or Local Government election or by election, or for any CMT events; and/or
- (g) in the opinion of CMT, the Community Centre becomes unfit for the Event or use intended by the Hirer.

- 4.7 In the circumstances specified in clause 4.6, the Hirer shall be entitled to a refund of any deposit and balance of the Hire Fee already paid. CMT shall not be liable for any resulting direct or indirect loss or damages whatsoever and for the avoidance of doubt the Hirer's indemnity contained in these Conditions shall apply.

5. FORCE MAJEURE

- 5.1 If by reason of Force Majeure CMT is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under these Conditions, then CMT shall forthwith ensure that the Hirer is aware of the occurrence of any such event and the Hirer shall be entitled at any time after notice, so long as such cause still subsists, to cancel or suspend these Conditions pursuant to these Conditions by notice in writing to the Hirer.
- 5.2 In the event of cancellation or suspension pursuant to clause 5.1 above, CMT shall be under no liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

6. TERMINATION

- 6.1 CMT shall be entitled to terminate these Conditions on notice to the Hirer in the event that any monies due and payable under these Conditions (whether demanded or not) have not been paid on the due dates for payment.
- 6.2 Either party shall be entitled to terminate these Conditions forthwith on notice in the event that the other party:
 - (a) fails to perform and observe all or any of the obligations on its part contained in these Conditions;
 - (b) enters into liquidation (or bankruptcy if an individual) whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.
- 6.3 Any termination of these Conditions shall be without prejudice to any rights or remedies that may have accrued to either party.

HIRER'S OBLIGATIONS

7. USE OF PREMISES

- 7.1 The Community Centre is not suitable for certain Events, in particular Weddings, Pre-Weddings, 18th or 21st birthday parties. The Hirer shall not use the Community Centre for any purpose other than for staging the Event as described on the Booking Form.
- 7.2 The Hirer hereby agrees with CMT and confirms and acknowledges to CMT that CMT shall have the right and may in its sole discretion object to and require

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- cessation of any song, speech, dialogue, performance, motion or costume which it may in its opinion and sole discretion consider distasteful, prejudicial or contrary to law.
- 7.2.1 The Hirer further undertakes to CMT:
- (a) not to use the Community Centre or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to CMT or the owner or occupier of any neighbouring property;
 - (b) not to sub-hire the Community Centre;
 - (c) not to do anything which might constitute a breach of any statutory requirement affecting the Community Centre or invalidate any insurance maintained by CMT in respect of the Community Centre or which might increase the insurance premium payable for the Community Centre.
- 7.2.2 The Hirer must satisfy itself that as regards the facilities and services available at the Community Centre and acknowledges that CMT shall have no liability in that respect and shall not be responsible for the inadequacy of such facilities or services.
- 7.2.3 The Hirer must allow time to set up and clear away the Event within the Hire Period.
- 7.2.4 The Hirer is not permitted to use the fire escapes for entering / exiting with equipment or entertainment. These are for emergency only.
- 7.2.5 Hirers, catering and all entertainment equipment must come through the main entrance.
- 7.2.6 The use of balls is prohibited in the Community Centre without the written consent of the Administrators.
- 7.2.7 Highly flammable substances are not to be brought into the Community Centre. Naked flames, including candles (except as cake decorations) and other items likely to activate the fire alarm unduly (i.e. smoke machine or types of entertainment equipment) are not permitted in the Community Centre.
- 7.2.8 Caterers may not bring in additional cooking appliances that use a separate fuel supply.
- 7.2.9 The Hirer may only use the rooms allocated to them during the Hire Period; the large hall, the small hall and the meeting room are 3 independent areas of hire. All have access to the shared kitchen and the toilets only. The external area of the Community Centre is not to be used as event area without prior permission from CMT as stated on the Booking Form. Please be aware of surrounding residence when entering and exiting premises.
- 8. SUPERVISION**
- 8.1 The Hirer agreed to be present at the Community Centre at all times during the Hire Period and undertakes to CMT to use its best endeavours to ensure that all events are conducted in a proper and orderly manner and in accordance with applicable laws and these Conditions.
- 8.1.1 During the Hire Period, the Hirer shall be responsible for:
- (a) supervision of the Community Centre, including fabric and contents; their care, safety from damage, however slight or change of any sort, and the Community Centre's reputation;
 - (b) the behaviour of all persons, including children using the Community Centre whatever their capacity;
 - (c) the orderly and safe vacation of the Community Centre in case of emergency;
 - (d) proper supervision of car parking arrangements so as to avoid obstruction of the highway; and
 - (e) ensuring that no obstruction is placed or allowed to remain in any corridor or access door giving access to the Community Centre.
- 8.1.2 As directed by the Administrators, the Hirer shall pay for all damage (including accidental damage) to the Community Centre or to the fixtures, fittings or contents and for loss of contents. Any sums due to CMT in respect of damage shall be deducted from the Damage Fee. The Hirer shall pay CMT any shortfall between the cost of repairing any damage and the Damage Fee.
- 9. LICENCES**
- 9.1 The Hirer shall be responsible for to observe all applicable statutes relating to the use of the Community Centre for staging the Event and obtaining such licences as may be required.
- 9.2 The Hirer shall not allow the consumption of alcohol in the Community Centre without the prior written consent of CMT. The Hirer shall be responsible for obtaining any relevant licence required for the sale or supply of intoxicating liquor and will provide sight of the licence to the Centre staff within 7 days of the event. A photocopy is not acceptable.
- 9.3 The Community Centre holds a licence with the Performing Rights society for the performance of copyright music.
- 9.4 The Hirer must not allow a television to be used on the premises.
- 9.5 Film shows – children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- 9.6 The Hirer shall not permit any form of filming or recording of the Community Centre, or grant broadcasting or filing rights, without the prior written approval from CMT (and any such approval may be subject to such terms as CMT may in its sole discretion impose on the Hirer in respect of such filming or recording of the Community Centre).
- 9.7 The Hirer shall be responsible for obtaining all other licences and consents required in connection with the Event and shall provide copies of all such licences and consents immediately on request from CMT.
- 9.8 On signing these Conditions, the Hirer confirms and acknowledges to CMT that the Hirer has obtained all relevant approvals, consents and licences as required in connection with the Event.
- 10. GAMING, BETTING AND LOTTERIES**
- 10.1 The Hirer shall ensure that nothing is done on or in relation to the Community Centre in contravention of the law relating to gaming, betting and lotteries.
- 11. PUBLIC SAFETY COMPLIANCE**
- 11.1 The Hirer shall comply with the Health & Safety policy set down from time to time by CMT, all the conditions and regulations made in respect of the Community Centre by the Fire Authority, Local Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 11.2 The large hall can accommodate 160 people standing and 90 people seated, the small hall can accommodate 90 people standing and 40 people seated. If the partition is removed the large hall and small hall can together accommodate 250 people standing and 130 people seated ("Capacity"). The Capacity includes helpers and performers.
- 11.3 On no account shall these numbers be exceeded. The Hirer shall be responsible for making all administrative and other arrangements to ensure that the maximum number of persons in the Community Centre does not exceed the Capacity. The Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of CMT.
- 11.4 Obstructions must not be placed in the passageways or any exits including emergency exits.
- 11.5 All persons in charge of functions or activities must be familiarise themselves with the emergency exits and fire fighting equipment provided.
- 11.6 The fire brigade must be called to any outbreak of fire, however slight.
- 11.7 The address of the Community Centre is Island Way West, St Mary's Island.
- 11.8 The details of such an occurrence must be given to the Administrators immediately.
- 11.9 First aid is the responsibility of the Hirer. The Community Centre does not provide first aiders or first aid equipment.
- 12. NOISE, NOISE LIMITER AND CONSIDERATION FOR NEIGHBOURS**
- 12.1 The Community Centre is situated in a residential area, we value good relationships with our neighbours. Our Public Entertainment licence also requires us to safeguard our neighbours from disturbance. We take these obligations very seriously; it is the Hirer's responsibility to ensure that these conditions are met during the Hire Period. We trust the following practical points set out below will help the hirer manage the event without causing any disruption to our neighbours. Should we receive any complaints of noise your Damage Fee will be retained until the matter is resolved.
- 12.2 The Community Centre is fitted with a noise limiter which is situated above the kitchen hatch. All musical equipment must be plugged into the sockets in the halls. The sockets are linked into the noise limiter as are the windows and fire exits on the residential side of the hall. Should your noise exceed restrictions on the noise limiter – indicated by the lights going into the red – or you open any fire exits all power will cease.
- 12.3 Guests must park in the Community Centre car park.
- 12.4 It is the Hirer's responsibility to ensure that Community Centre users leave promptly and quietly at the end of the Hire Period (please ask your guests not to toot their car horns when they leave).
- 12.5 Taxis or hire cars should be directed to the Community Centre car park, not to Island Way West.
- 12.6 It is the Hirer's responsibility to ensure that the unloading/loading of equipment is only via the car park.
- 12.7 It is the Hirer's responsibility to ensure that a sound check is conducted after the Event is set up, a noise limiter is installed in the building and as such should the noise from sound equipment be excessive all electricity to the building will be cut.
- 12.8 Speakers should be mounted on stands rather than placed directly on the floor to avoid transmitting low frequency sound through the structure of the building. They should face away from the houses, into the Community Centre.
- 12.9 If sound equipment has a graphic equaliser, the low frequency range must be set to minimum.
- 12.10 Windows and doors should be shut when playing music or conducting any other noisy event. Doors and windows on the residential side are controlled by the noise limiter and as such should they be opened the electricity to the building will be cut.
- 12.11 If guests wish to leave the Community Centre for any purpose, please encourage them to go to the area between the Community Centre and the Surgery, not towards residential housing.
- 12.12 All music and entertainments must finish by 10 pm and the premises cleared by 10.30 pm, unless an extension has been agreed in advance and Administrator and shown on the Booking Form.

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13. HEALTH & HYGIENE

- 13.1 The Hirer shall, if preparing, serving or selling food observe all the relevant food health and hygiene legislation and regulations. The Hirer shall remove all food and waste from the Community Centre at the end of the Hire Period.

14. ELECTRICAL APPLIANCE SAFETY

- 14.1 The Hirer shall ensure that all equipment, any electrical appliances brought into the Community Centre are safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the Hirer must make use of it in the interests of public safety.
- 14.2 No lighting, heating, power or other electrical fittings or appliances in the Community Centre are to be altered, moved or in any way interfered with.

15. ACCIDENTS & DANGEROUS OCCURRENCES

- 15.1 The Hirer must report all accidents involving injury to the public to CMT immediately and complete the relevant section in the Community Centre's Accident Book. Any failure of equipment either that belonging to the Community Centre or brought in by the Hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

16. ANIMALS

- 16.1 The Hirer shall ensure that no animals (including birds) except assistance dogs, are brought into the Community centre other than for a special event agreed in writing by the Administrator on the Booking Form. No animals whatsoever are to enter the kitchen at any time.

17. FLY POSTING

- 17.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any Event taking place at the Community Centre, and shall indemnify and keep indemnified CMT accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. SALE OF GOODS

- 18.1 The Hirer shall, if selling goods at the Community Centre, comply with all applicable laws, regulations and any code of practice relating to the sale of goods.

19. ALTERATIONS & DECORATIONS

- 19.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Community Centre nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Community Centre, on each case without the prior written consent of an Administrator.
- 19.2 Any alteration, decoration, fixture, fitting or attachment so approved shall be at the discretion of CMT. Any fixtures, fittings or attachments that remain in the Community Centre at the end of the Hire Period shall become the property of CMT. Any damage caused to the Community Centre by the removal of fixtures, fittings or attachments must be made good by CMT's preferred suppliers, and the Hirer will be liable for cost which shall be deducted from Damage Fee.

20. HALL PARTITION

- 20.1 It is the responsibility of the Hirer booking both the large and small hall to open and close the partition. If you are unsure how to do this, please enquire at the Community Centre office for instruction. For health, safety and sound proofing requirements, all partitions must be secured correctly.
- 20.2 If staff are called out to do this during the Hire Period a call out charge of £45.00 will be deducted from the hirer's deposit.

21. SMOKING

- 21.1 Smoking is not permitted in the Community Centre.

22. END OF HIRE

- 22.1 At the end of the Hire Period, the Hirer shall be responsible for leaving the Community Centre and surrounding area in a clean and tidy condition free of litter, properly locked and secured, unless directed otherwise by the Administrators, and any contents temporarily removed from the usual positions properly cleaned and replaced, otherwise CMT shall be at liberty to make an additional charge in respect of the Cleaning Fee.

- 22.2 At the end of the Hire Period it is the Hirer's responsibility to ensure:

- (a) all equipment belonging to the Hirer or the Hirer's agents is removed from the Community Centre; and
- (b) the Hirer is to ensure that all tables supplied by CMT are duly folded and all chairs duly stacked.

- 22.2.2 The Community Centre accepts no responsibility for any items left at the end of the Hire Period.

- 22.2.3 In respect of any property brought into the Community Centre for the purposes of the hiring, failure by the Hirer to remove the same at the end of the Hire Period entitles CMT to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

- 22.2.4 All Community Centre equipment used during the Hire Period is to be cleaned and returned to the appropriate storage area. All decorations and any other items not belonging to the Community Centre are removed. All halls and rooms used

during the Hire Period are left cleaned. All rubbish is removed from the Community Centre and disposed of. (Rubbish must be taken away and not left outside the Community Centre or in the surrounding area). All air conditioning units must be switched off after use.

- 22.2.5 The Hirer must comply with the following cleaning requirements:

- (a) Hall swept and if necessary mopped (all stains/marks removed from the floor). Kitchen, crockery/cutlery to be washed, dried and stored, work area and worktop washed, floor swept and if necessary mopped and
- (b) The cleaning cupboard will be open for access to broom, mop, bucket and vacuum cleaner. If the Hirer does not clean the Community Centre, emergency cleaning will be arranged, and the Cleaning Fee shall be charged.

23. CMT'S OBLIGATIONS

- 23.1 CMT undertakes with the Hirer to:

- (a) give access to the Community Centre to the Hirer on the commencement of the Hire Period;
- (b) advise the Hirer of any health and safety requirements applicable to the Community Centre together with any other rules of conduct applicable to the Event or the Community Centre;
- (c) comply with the applicable statutes and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event.

24. INDEMNITY

- 24.1 CMT will not be liable for the death of or injury to any person attending the Community Centre for the Event the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by these Conditions except where such death, injury or loss is due to the negligence of CMT.

- 24.2 CMT will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Community Centre either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of CMT.

- 24.3 CMT will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Community Centre to be temporarily closed or the hiring to be interrupted or cancelled.

- 24.4 CMT gives no warranty that the Community Centre is legally or physically fit for any specific purpose.

- 24.5 The Hirer will indemnify CMT, its employees (including the Administrators), volunteers, agents and invitees on a full indemnity basis against all such liabilities as are mentioned in this provision, including but not limited to:

- (a) the cost of repair of any damage done to any part of the Community Centre;
- (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer;
- (c) any negligence, breach of statutory duty or common law duty or other act or omission on the part of the Hirer or the Hirer's agents, representatives or invitees or whether in respect of death or injury to persons, loss, theft or damage to property and any consequences of same or otherwise;
- (d) any breach by the Hirer of its obligations and agreements pursuant to these Conditions.

- 24.6 The Hirer agrees to pay to CMT the cost of making good all damage to the Community Centre or CMT suffered during the Hire Period (fair wear and tear and damage caused by any risk covered by CMT's insurance and damage by the CMT's agents, servants and sub-contractors excepted).

- 24.7 The Hirer shall take out adequate insurance, including public liability insurance, to insure the Hirer, its agents and representatives and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Administrators. Failure to produce such a policy and evidence of cover will render the hiring void and enable CMT to re-hire the Community Centre to another hirer. CMT is insured against any claims arising out of its own negligence.

25. STORED EQUIPMENT

- 25.1 Block Bookings may store items only with the express consent of the Administrators. CMT accepts no responsibility for any stored equipment or other property on or left at the premises and all liability for loss or damage is hereby excluded. Items stored are not covered by the Community Centre's insurance and must be insured by users if required.

- 25.2 CMT may, at its discretion in respect of block booking stored equipment, failure by the Hirer either to pay any storage charges due or to remove the same within 7 days after the agreed storage period has ended.

26. KEYS

- 26.1 The Community Centre is manned on a part time basis, the Hirer must collect the keys for their Event from the Community Centre office before the Hire Period commences. If staff are called out to unlock/lock the Community Centre a call out charge of £45.00 will be deducted from the Hirer's Damage Fee.

27. COMMUNITY CENTRE ALARMS

- 27.1 Alarms have been installed to provide greater security to the Community Centre. We are able to electronically monitor access to and from the building.

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- 27.2 The Hirer will be provided with a key and a key fob for the alarm system, which the Hirer will use to enter and leave the Community Centre only during the Hire Period.
- 27.3 Fire doors must not be opened, unless in the event of an emergency.
- 27.4 Opening fire doors activates an alarm, if the alarm system or break glass call-point are incorrectly activated there will be a call out charge of £45.00, in addition, any additional charges arising from the call out will be deducted from the Hirer's Damage Fee.
- 27.5 To disable the alarm when entering the Community Centre:
- 27.5.1 Open the front door as normal with your key;
- 27.5.2 Enter the building; you will hear the keypad bleeping;
- 27.5.3 Present the key fob to the bottom of the keypad, next to the 'ADT' symbol, until it stops bleeping. The alarm is now disabled. If the alarm is activated it is the hirer's responsibility to ensure that it is not tampered with by any unauthorised person/persons.
- 27.6 If the alarm is activated after end of hire, hirer may be liable for charge for call out or repair.

28. EMERGENCIES/PROBLEMS

- 28.1 **In the event of an emergency the hirer must speak to the emergency services and a member of CMT Security as soon as possible, tel. 01634 890292**
- 28.2 The CMT emergency number is displayed in the hallway on the office door.
- 28.3 Emergencies are problems that make the halls unusable or create a nuisance to our neighbours i.e. heating or lighting failure or anything which may affect the security or integrity of the Community Centre (broken locks or glass, flooding or blocked toilet).
- 28.4 It is not an emergency if you have forgotten your key and cannot get in or cannot find equipment you need.
- 28.5 If staff are called out to resolve any problem caused by your event there will be a call out charge of £45.00 plus any additional charges arising from the call out, which will be deducted from the Hirer's Damage Fee.
- 28.6 Please remember that, as Hirer, it is your responsibility to ensure that the Event and your guests do not cause disturbance. When you plan the Event you need to ensure that you have sufficient helpers to meet these Conditions of hire. If we receive complaints from the police, security team, environmental health officers or other similar agencies, you will not be able to hire the Community Centre again.

GENERAL

29. NOTICES

- 29.1 Any notices required to be given under the provisions of these Conditions shall be in writing (unless otherwise provided or necessary in the event of emergency) and shall be deemed to have been duly served by any of the following methods at the relevant party's address as specified on the Booking Form or at such other address as either party may hereafter designate from time to time:
- 29.1.1 prepaid recorded delivery;
- 29.1.2 first class post;
- 29.1.3 personal delivery;
- 29.1.4 electronic mail.
- 29.2 Notice will be deemed to have been given:
- 29.3 in the case of Clauses 29.1.1 and 29.1.2, two 2 Business Days after posting;
- 29.4 in the case of Clauses 29.1.3 and 29.1.4, upon receipt at such address except if receipt is not on a business day, in which case the next following business day.

30. MICELLANEOUS

- 30.1 **Corporate Hirer** – If the Hirer is a corporate body, the Hirer must no later than 21 days before the commencement of the Hire Period notify to CMT in writing the name, address and telephone number of an individual who will be personally responsible to CMT for the obligations of the Hirer under these Conditions jointly and severally with the Hirer.
- 30.2 **Personal Agreement** – The benefit of the agreement pursuant to these Conditions is personal to the Hirer and not assignable or capable of being sub-contracted.
- 30.3 **Right of Entry** – CMT reserves the right for duly authorised members or officers or employees of CMT to enter the Community Centre at any time for any purpose.
- 30.4 **No Right of Occupation** – Nothing in these Conditions confers any right of tenancy or other right of occupation of the Hirer.
- 30.5 These Conditions set out the entire agreement between the Hirer and CMT in respect of the subject matter. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.
- 30.6 These Conditions shall not be assigned or sub-contracted in whole or in part by the Hirer without the prior written consent of CMT.
- 30.7 The Conditions shall have the benefit of and be binding upon the respective parties' successors and permitted assigns and/or legal personal representatives and estates as appropriate.
- 30.8 No third party shall have a right to enforce any provisions of these Conditions. If any of the provisions of these Conditions are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from these Conditions and the remaining provisions of these Conditions shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.
- 30.9 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- 30.10 These Conditions shall be governed by the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

GLOSSARY

Additional Charges – means the charges for additional costs incurred by CMT, payable by the Hirer, as set out in clause 3.

BOOKING FORM

Conditions – means the Standard Conditions and the Special Conditions.

Deposit – means the deposit sum as set out in clause 2.

Event – the event being the purpose of the hiring as set out on the Booking Form.

Force Majeure – means an event or events beyond a party's reasonable control including fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war, fire or explosion that is anticipated to or that will prevent or hinder the party from fulfilling the substance of its obligations under these Conditions.

Hire Fee – means the charge for the hiring of the Community Centre for the Event, as set out on the Booking Form.

Hire Period – the date and time of the hiring of the Community Centre to the Hirer, as set out on the Booking Form.

Special Conditions – means CMT's 'Special Conditions of Hire', as applicable, a copy of which has been provided to the Hirer and is annexed to the Booking Form, and which shall form part of these Conditions.

Standard Conditions – these terms and conditions of hire of the Community Centre.

I have read and understood the Conditions:

Name of Group / Event:

Regular / One off Booking:

Print Name: Date:

Signature:

ST MARY'S ISLAND COMMUNITY CENTRE SPECIAL CONDITIONS OF HIRE

SPECIAL CONDITIONS OF HIRE

The special terms and conditions listed below have been agreed between CMT and the Hirer:

- [To be inserted by CMT as necessary]
- [To be inserted by CMT as necessary]

The Special Conditions set out above shall prevail over any conflicting provisions of the Standard Conditions.

APPENDIX 1 – DAMAGE DEDUCTION LIST

DAMAGE DEDUCTION BRIEF/GUIDE	
COMMENT	COST
Call out (non-office working hours Mon-Fri 9.00am to 5.00pm & Bank Holidays) Alarm activation, key issue and or any other call outs.	£45.00
Equipment damage to include but not limited to tables, chairs, kitchen appliances, walls, floors, ceiling, electrical equipment and or any other facility damage	Cost based on quotation
Facility cleaning after event (not cleaned by hirer) to include but not limited to waste removal (internal/external) general cleaning vacuum, mopping and surface cleaning along with toilet cleaning	Cost based on quotation
Party equipment removal to include but not limited to balloons, posters, cleaning after event	Cost based on quotation
Anti-social behaviour / disturbance to neighbours internal/external to facility call out charge	£45.00
<i>Please be advised this is not a full list but guidance for re charge in the event of Breach to Standard Terms & Conditions.</i>	