



July 2020

ELMSCROFT COMMUNITY ASSOCIATION

Hire Agreement and Terms and Conditions of Use with effect from July 2020

1. Definitions

- a) ECA is defined as any member, volunteer or executive member of Elmscroft Community Association who manages all activities, bookings, maintenance and Health and Safety of the Elmscroft Community Centre and its users/hirers
- b) Users or hirers are those who pay ECA to use the Centre or its facilities for a specific event or activity
- c) Bookings (whether confirmed or not) is the reservation by the customer of all or part of Elmscroft Community Centre for certain dates

2. Booking terms and conditions:

- a) Upon receipt of an enquiry, ECA will make a provisional booking through Hallmaster, as requested and will request further details to confirm the booking. The agreed price and the relevant deposits that are required will be included in this. The receipt of the Booking Confirmation will bind the customer to these Terms and Conditions of hire.
- b) The Booking will remain as provisional until the clearance of any deposit requested. If these are not returned within the agreed timescales, the provisional booking will lapse and ECA reserves the right to re-book the facility with another party.
- c) All commercial bookings (where hirers are charging their users for an activity) are required to submit an electronic copy of their public liability insurance cover along with a completed risk assessment and signed booking agreement form.
- d) In signing the booking agreement (whether digital or on paper), hirers accept and acknowledge that the Centre, its rooms and facilities are not manned by on-site staff and responsibility passes to the hirer to check that the building is safe to use and has been left in the condition in which it was let
- e) All hirers must provide a name and phone number for point of contact
- f) Hirers must ensure that all lights are switched off and all windows/doors securely closed and locked on exiting from the building
- g) Access to the facility is by direct access to hirer. Entry will only be granted 15 minutes before the allocated time unless extra preparation time has been booked. Access will be provided by the use of a key fob (with deposit required) or a one-time access code.



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- h) Unless by prior agreement, all one-off and short-term lettings to make payment in full before letting commences and access is granted
- i) All furniture is to be returned to its original location upon leaving unless our set down service has been used
- j) Music must not be played after 11pm and noise that may disturb neighbours should be kept to a minimum. Owing to our community location, our neighbours have been advised to contact the local police if there is excessive noise nuisance.

The Hirer must not:

- k) use the premises for any purpose other than that described in the Hiring Agreement.
- l) allow the premises to be used for any unlawful purpose or in an unlawful way.

3. Cancellation

- a) As from 1st October 2021 A minimum of four weeks' notice is required for an ad-hoc or one-off booking and such will forfeit their deposit.
- b) As from 1st October 2021 A minimum of two weeks' notice is required for regular hirer bookings.
- c) The Association has the right to cancel or amend bookings for essential maintenance, defects or building failure which may compromise the Health and Safety of our users. Where possible, The Association will give prior warning of such events – depending on the nature of the cancellation.

4. Food and drinks

- a) Food can be heated using the hirers equipment if the appliance has a Portable Appliance Test within the last 12 months, or the appliance is less than 12 months old and the hirer holds proof of purchase
- b) Alcoholic drinks are not permitted on the premises unless purchased from our licensed Bar
- c) Any equipment used from kitchenettes is cleaned and returned to its original location
- d) Fire detection equipment is not compromised in the heating of food or drinks
- e) Where external caterers are being used, they will not have access to the kitchen before the start of the hire period, they must remove all their equipment and any waste food from the Centre at the end of the hire period, they must leave the kitchen and the equipment in a clean and tidy condition and ready for the next user. They must be insured against any claims arising from their prepared food and any third party claims.

5. Decorations and parties



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- a) No candles (other than for birthday cakes), no Chinese lanterns, pyrotechnics (fireworks) or sparklers are permitted.
- b) Whilst decorations are welcome, we ask that you do not damage the paintwork in fixing decorations to the building. Hirers cannot use drawing pins or staples on the walls.

6. Health and Safety obligations

- a) Hirers cannot block access to or from Fire Escapes or firefighting equipment
- b) Hirers must not attempt to reset fire detection panels or interfere with any part of the fire detection installation
- c) Hirers are not permitted to access consumer units for their own safety – emergency lighting is provided in the instance of power failure
- d) Smoking and vaping is only permitted within designated areas. Cigarettes must be extinguished and disposed of using waste facilities.
- e) All bookings must be adequately supervised by responsible adults
- f) The Hirer **must** ensure that all users are aware of the fire exits and the external place of assembly in the event of a fire and that all exits are always clear of obstructions.

7. Damages

- a) Misconduct and unexplained damages will result in withdrawal of facilities and remedial work to repair damage being charged to the hirer. The deposit may be withheld.
- b) Any damages and breakages occurring or found at the start of a booking must be reported to the Building Manager/Chair by email to elmscroftca@gmail.com as soon as possible in order to identify responsibility and limit liability

8. Set-up and set-down service

For some one-off events we are happy to set up and set down your event based on your individual needs. If this service is used, the hirer must:

- a) Provide written instructions for the set up and inspect the set-up 15 minutes before the booking starts
- b) Accept responsibility for any damage found if using the set-down service
- c) Pay additional costs will be incurred for excessive cleaning and remedial work to repair furniture or fittings/fixtures

9. The Hiring Period

- a) The hirer **must** ensure that the period booked includes sufficient time for setting up and clearing away after the event and that the premises are vacated on time.



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- b) Access to the building will be provided through one-time access code or key fob – times for access will be limited based on the booking.

10. Key fobs and deposits

- a) Where key fobs to access the building are requested, a refundable deposit of £20 will be charged. Once keys are returned and the building has been inspected, if satisfactory, deposits will be returned.

11. Additional conditions owing Covid-19:

- a) hirers should provide a risk assessment as they return to planned activities which will be assessed by the Executive Committee of ECA. Should the hirer not be in a position to produce a risk assessment, support can be provided which may incur a consultancy cost
- b) all hirers must undertake their own cleaning of the facility in order to control infection spread, should this not be possible, hirers will be charged for this. Regular inspections will take place to ensure cleaning is of a satisfactory standard. Guidance and materials will be provided.
- c) all hirers must ensure that where possible, users do not use the toilets or kitchens and if they do so, they are adequately cleaned afterwards
- d) where possible, hirers must comply with Government guidelines and recommendations – as they can change so frequently, any new guidance will be issued electronically or through the use of posters at the Centre
- e) signage in the Centre will be updated as Government guidance alters, hirers will be responsible for reading and communicating this to others
- f) Owing to the current pandemic, ECA reserves the right to close the Centre at short notice, based on lockdown or Government guidance changing.

Bouncy castles/inflatables

- a) It is the responsibility of the hirer to ensure that if an inflatable/ bouncy castle is used at the centre or in the grounds of the centre then the hirer is solely responsible and must ensure that all relevant health and safety measures are taken. The ECA will not be held responsible for any injury or damage to said equipment or persons thereafter.
- b) Bouncy castles used inside the centre must adhere to the following measurements: they must not exceed 3m long, 4m wide and 2m high and they must also be able to fit between the metal beams overhead.



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Disclaimer

- a) Regular inspections will be carried out to ensure compliance with these Terms and Conditions of Hire
- b) ECA will not be held responsible for injury, damage or accidents where hirers charge users to access the building (this might include dancing classes, keep fit or other). These hirers are considered commercial and proof of insurance must be provided
- c) ECA will not be responsible for the supervision of bookings or events, any damage that is incurred and the behaviours of all persons using the premises whatever their capacity.