

Colden Common Community Centre Commercial Bookings – Conditions of Hire

A. DEFINITIONS

1. The CCCA - the Colden Common Community Association, to include officers, General Committee and Staff.
2. The Hirer - that person, who must be at least 18 years of age, who signs the Booking Form
3. The Centre - the whole of the property in St. Vigor Way owned by the Parish Council and managed by Colden Common Community Association including all premises and land
4. The Premises - those parts of the Centre explicitly stated on the Hiring Agreement as being hired by the hirer.

B. CONDITIONS

1. Every application for a commercial booking should be writing using the form provided and forwarded to the CCCA. The CCCA does not accept responsibility for any problems with bookings that have been made without the completion of the correct forms.

2. A non-returnable deposit of 25% of the hiring fee should be paid to confirm the booking. This should be paid by 6 weeks before the date of the hire.

3. The balance of the hiring fee must be paid at least 21 days prior to the date of the hire. An application made within one week of the hire must be accompanied by the full hiring fee. CCCA reserves the right to cancel any booking if full payment is not received within two weeks of the commencement of hire. Payment can be made by BACS or cheque.

4. In the event of a cancellation by the Hirer, the Hirer will be liable for a cancellation fee. The cancellation fee will be determined by the amount of notice given by the Hirer. The cancellation fee is a % of the full hiring fee as follows:

0 to 7 days 100%

8 to 14 days notice 50%

15 to 28 days notice 25%

28 days notice or more loss of deposit + administration fee of £5.00

All cancellations **MUST** be made in **WRITING**. CCCA takes no responsibility for any problems with cancellations that have not been made in writing.

5.

(a) The Hirer shall take reasonable care when using the Centre and any hired equipment for the duration of their booking and shall not cause or allow any damage to be inflicted to the Centre or any fittings, equipment or other property within; and shall pay for any damage (including accidental damage) caused.

(b) Except for wilful negligence on the part of CCCA, CCCA shall not be responsible or liable for any loss of, or damage to, the Hirers' or any third parties' property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever.

(c) The CCCA may remove any property left at the Centre by the Hirer after the expiry times provided for use of the Premises and may dispose of such property two weeks thereafter. The Hirer shall pay any costs of such removal and disposal.

6. Copyright and Licenses: No copyright work shall be performed without a licence from the owner of the copyright.

The Hirer shall indemnify the CCCA against infringement of copyright which may occur during the hiring.

The Hirer shall be responsible for obtaining any licences, including Temporary Event Notices and Phonographic Rights Licence, necessary in connection with a booking, other than those already held by the CCCA.

7. No bolt, nail or other fastening including adhesive, staples or pins may be driven into or attached to the walls or woodwork of the Centre, nor may any fittings or furnishings be altered without the agreement of the CCCA.

8. The hirer shall be responsible for the maintenance of order and good behaviour at the Centre and for public functions shall appoint stewards to assist in maintaining order.

9.

(a) The hirer or his/her agents must not carry or lift any objects deemed to be heavy or above an acceptable height. CCCA will not be responsible for any injury caused through negligence of this condition.

(b) At all times during which the Centre is used for performances or entertainment when the audience is seated, passages and gangways of not less than 1 metre shall be provided leading directly to an exit door.

(c) No person shall be allowed to stand or sit in the passages or gangways during any performance or entertainment and these shall be kept entirely free from chairs or any other obstruction.

(d) The Hirer is responsible for the observance of Fire and Safety Procedures and of "No Smoking" signs.

(e) No electrical items are to be connected to the supply without the agreement of the CCCA.

(f) Maximum number of persons permitted to use the Gloucester Hall, the Patrick Moore Room and the Bert Stratton Lounge Are 270, 160 and 40 respectively. Seated numbers are 180, 80 and 30 respectively

(g) The Hirer shall ensure compliance with current legislation regarding FOOD HYGIENE and HEALTH and SAFETY. Only stewards appointed by the Hirer are permitted to stand during functions for which an audience is seated, stewards should be easily identifiable.

(h) A copy of our Health and Safety Policy is available for inspection from the office. .

(i) All Fire Exits must be kept clear of all obstructions at all times

16. The Hirer undertakes to control the volume of noise from amplifiers and other instruments and equipment so as to avoid interference with other users of the Centre and with the environment of adjacent properties.

The Hirer shall request those attending his function to leave the Centre in a quiet and orderly manner.

17.

(a) The CCCA takes no responsibility for the parking, safety or supervision of any vehicle and its contents left in the grounds of the Centre and the Hirer shall be responsible for ensuring that cars are not parked so as to obstruct entrances or exits.

(b) All users of the Centre should use only the car park provided for Centre use and not park in the five spaces outside the shop.

18.

(a) The CCCA and all other persons authorised by them reserve at all times a right of entry to the premises and a right to refuse admission or to remove from the premises any person without stating a reason therefore.

(b) The CCCA reserve to themselves the right to cancel at any time any hiring of the Centre or part(s) thereof and/or of equipment without paying compensation and without incurring any liability in respect of such cancellation.

19. The Hirer shall not sub-let the hired premises or any part thereof without the written agreement of the CCCA. Should he do so or attempt to do so the hiring will stand cancelled, the charges paid forfeited and the Hirer and sub-hirer be excluded from the premises.

20. Visitors are not allowed to bring alcohol for sale to the Centre. If you require a bar, this can be arranged through the Centre Management. Alcohol for under 18's events is strictly prohibited.

21. CCCA has a no smoking policy throughout the building.