

St Edmund's Community Association Ltd



St Edmunds Community Hall
St Edmunds Close
Southend on Sea SS2 4AS

Bookings email: stedmundscommunity@virgin.com
Tel: 01702 460823
www.stedmundshall.co.uk

TERMS AND CONDITIONS FOR THE HIRE OF ST. EDMUND'S HALL

1. REFUNDABLE DEPOSITS

A refundable bond is payable at the time of booking which shall be deemed as confirmation of the hire as specified below. Subject to inspection by the St Edmund's Community Association's (the Association) representative the deposit/bond will be returned within 28 days of the hire date, minus an appropriate retention if damage is caused or repair/additional cleaning is required or if the hired accommodation is not vacated at the agreed finishing time.

The refundable deposit shall be separate from the agreed hire fee.

2. HIRE FEES

- (A) **Casual Bookings:** The cost of hire (per hour or part thereof to be paid in full no less than 28 days prior to date of hiring. The hirer shall not be permitted entry or use of the Centre until such costs have been paid in full. Should the hirer exceed the specified period the hirer undertakes to pay an additional levy at the appropriate charge of each hour (or part thereof) of excess time.
- (B) **Regular Bookings:** Where advanced or long term booking of the Centre is required by the hirer, invoices shall be rendered within 30 days of the hire period and are subject to payment immediately and annually renewable agreements. Any hirers who are persistently late in settling their invoices will be required to pay in advance of hires, and access to the Centre will be denied until such time that payment has been made. Cheques must be sent to The Treasurer, St Edmunds Community Association Ltd, St Edmunds Close, Southend on Sea, SS2 4AS.
- (C) **Cost:** The hire fees charged will be subject to regular reviews and hirers will be notified of any changes with a months notice as displayed on the Hall's notice board. Hirers should allow time for setting up, putting away and cleaning.

3. CANCELLATION

- (A) **Casual Bookings:** If the full hire fee is not paid by the agreed date (i.e. 28 days prior to the date of hire) the booking deemed as being cancelled and any advanced payments forfeited. **Late bookings of less than 28 days notice will forfeit any advance payments.**

Cancellation by the Hirer MUST be notified to the Association's Office in writing at least 10 days prior to the event. REFUND OF THE DEPOSIT AND HIRE WILL BE FORFEITED IF THE CANCELLATION IS NOT NOTIFIED IN WRITING.

- (B) **Regular Hirers must notify the Association Office 10 days before the intended date of hire when cancellation of a regular booking is required for any reason.**

Notification of holiday dates should also be given in cases where the Hirer only requires use of the Centre during school term times.

If notification or any intended cancellation is not received (see above) the Association reserves the right to make the usual charge for the Centre.

If due to unforeseen circumstances which are beyond our control or due to refurbishment, repairs, decoration or health and safety issues and the Hall has to close the Association will make an appropriate refund of fees.

4. HEALTH & SAFETY

- (a) The hirer is responsible for all costs, claims, demands or charges whatsoever arising out of or in connection with this Agreement. The hirer must satisfy themselves that they have all requirements arising from the law and relating to Health and Safety.
- (b) Any accident or injury occurring on the premises must be recorded in the accident book at the material time and the Association notified.
- (c) No unauthorised heating, gas or electrical appliances shall be used on the premises.
- (d) Hall temperature is maintained at a minimum temperature of 13 degrees Celsius in accordance with Workplace Regulations 1992. This may be varied to suit the type of activity.

5. GENERAL

- (a) The accommodation shall be hired to the hirer, who must be over 18 years of age, for the use of the hall, kitchen and small lounge/meeting room for the purpose and period stated by the hirer as agreed with the Association.
- (b) Under no circumstances shall the accommodation be sub-let or so offered by the Hirer, and any such attempt to do so shall result in denying the Hirer the use of the Centre for this period and any future period. In such circumstances all monies paid by the hirer shall be forfeited.
- (c) The Hirer shall not at any time request or take possession of any key(s) to the Centre or its furnishings unless with the written consent of the Association. Alternatively Hirers will be issued with a key code which must not under any circumstances be given to any other person.
- (d) The Hirer agrees to vacate the premises at the agreed time, and must leave the premises in a clean and good order. Under no circumstances shall the floors be dressed or treated with any substance whatsoever. The hirer shall ensure that all litter is cleared from the centre after the event and in default it will be cleared by the Association at the Hirer's expense. Upon expiry of the hiring the Centre shall be returned to its previous condition and any reinstatement or other repairs whatsoever found to be necessary after the hiring will be charged to the Hirer.**
- (e) The Management Committee reserves the right to reject any application to hire any part of the Centre.
- (f) Lockers are provided to Hirers at an agreed cost and are subject to availability. Otherwise all items must be removed at the end of each hire. The Association shall not be held responsible for any losses or damages howsoever occasioned.

6. SUPERVISION

- (a) When the premises or any part is used for public entertainment it is responsibility of the Hirer to ensure that there will be a minimum of two persons over the age of 18 years on duty. Groups must nominate at least one named steward. Where the majority of those present are less than 16 years of age and when any persons with disabilities are expected to attend the numbers of adult supervisors required will be increased to comply with current legislation.

- (b) If the Hire is for any activity/course where instruction is given then the instructor must be suitably qualified.

7. SAFETY OF YOUNG PEOPLE

All Hirers must satisfy themselves that they fully comply with the provisions of the Protection of Children Act 1999 and all current legislation relating to the care of children. The Association accept no liability for Hirers who fail to meet this requirement. Main doors should be kept shut and locked to prevent intruders.

8. BETTING GAMING & LOTTERIES

Nothing shall be done in or in relation to the premises in contravention of the law relating to betting, gaming, bingo and lotteries, and the Hirer is responsible for functions held on the Centre's premises and shall ensure that the requirements of the relevant legislation are strictly observed.

9. PREMISES – RESPONSIBILITY OF THE HIRER

- (a) **The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, protection of the fabric and contents, safely from damage, however slight, or change of any sort, and the behaviour of all persons using the premises whatever the capacity.**

- (b) As the Centre is in a residential area, all noise must be kept to a minimum. Any loudspeakers used in or in connection with the Centre must be directed away from surrounding houses, and the level of noise from public address system must be kept to a minimum. Music etc. must be only loud enough for the participants of the event and must not cause annoyance to occupiers of the surrounding properties. Should noise monitoring show that the event has given rise to justifiable complaints, the Association reserve the right to refuse any future booking from the Hirer.**

The Hirer must show this paragraph to any contractor who is used to provide a public address system or amplified music.

- (c) In the interest of road safety the Hirer shall ensure that visitors to the Centre park act in a responsible and safe manner, and that no undue noise is made by visitors making their way to and from the Centre. Furthermore, that there will be no obstruction caused on the highways in the vicinity of the Hall or entrances to adjacent premises.
- (d) The Hirer must nominate one adult person (a steward) who shall not be under the age of 21 years old responsible for all safety arrangements for the duration of the entertainment, and that person shall familiarise him/herself with the action to be taken on discovering a fire, including the location and use of fire fighting equipment and the location of exits and escape routes from the premises.
- (e) Alcohol may be consumed on the premises only with prior written consent of the Trustees. The sale of alcoholic drinks is strictly prohibited unless a special events notice is obtained from Southend on Sea Borough Council. All foodstuffs for sale at the event must comply with Food Hygiene Regulations.
- (f) Obstructions must not be placed in gangways or exits, nor in front of emergency exits.
- (g) All groups are expected to familiarise themselves with evacuation procedures and co-operate in drills as arranged and appoint a steward for such purpose.

- (h) The emergency lighting supply must be turned on during the whole time the premises are occupied in the absence of daylight and must illuminate all exit signs and routes.
- (i) Fire fighting equipment shall be kept in its proper place and only used for its intended purpose.
- (j) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Association's Health and Safety officer.
- (k) Highly flammable substances shall not be brought into or used in any part of the premises.
- (l) No internal decorations of combustible nature shall be erected without the consent of the Association.
- (m) No laser systems, stroboscopic lighting or other special effects shall be used in the Centre.
- (n) The Hirer and their visitors must comply with any instructions / requests made by the Association or one of its representatives.
- (o) Anyone or group found using illegal drugs of any sort will face a lifetime ban.

1. LICENSES

The Association is exempt from The Live Music Act 2003 subject to it taking place between 8am and 11pm.

The Association reserves the right to:

- (a) vary from time to time these conditions of hire as they may in their absolute discretion deem necessary during the period of this Agreement, and to:**
- (b) determine this Agreement without notice and without payment of any compensation if the Hirer shall at any time, be in breach of any of the Terms and Conditions herein contained.**
- (c) Where notices are required in writing the Association will accept electronic versions.**

I /we agree to these terms and conditions

Signed:

Date:

For and on behalf of:

**St Edmund's Community Association Ltd. Registered in England No: 5864077.
Registered Office: St Edmunds Close, Southend-on-Sea, SS2 4AS.
Registered Charity No:1118103.
Trustees: Melvyn L. Day (Chairman); Manji Solanki. (Hon Treasurer); Ramesh Morzaria,
Ahmad Khwaja J.P.**