

# Leigh Community Centre - Terms and Conditions



Group Name/Name of Event.....

Date of event (please write various if booking more than one date).....

Name: .....

Address: .....

Email: ..... Contact Number:.....

Signed: ..... Date:.....

*All personal data acquired in this form to Leigh-on-Sea Town Council 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 purposes of invoicing.

I DO wish to receive details of news and events being held at the Community Centre

Leigh Community Centre (the Centre) is managed by Leigh-on-Sea Town Council.

## General

Office opening hours are between 9.00 and 17:00 Monday to Thursday and 9.00 and 16.30 on Fridays. During other times the Centre will be open when events are booked.

The hirer shall only be permitted to use the room(s) between the times agreed in writing with the Centre. All rooms are charged at an hourly rate, rounded up to the nearest 15 minutes.

The Council reserves the right to decide upon the area in the building where a meeting or exhibition can be held. 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 any such content.

The Hirer shall not use the room(s) for any 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 purpose. This includes the consumption or sale of alcoholic liquor. If there is any doubt regarding the authenticity or interests of the group requesting the hiring the Council reserves the right to refuse the booking.

The Council reserves the right to move a hirer to a different room.

All bookings must be paid for in advance, and all the booking details must be provided in writing. Failure to supply required documentation and payment in advance may result in cancellation of the booking.

### Bookings including Catering and Bar service

Bookings can only be taken from people over the age of 18.

Bookings are considered to be provisional until the Terms and Conditions Form is signed. Provisional bookings will be held for a period of 14 days. 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 28 days prior to the booking time will be cancelled.

All bookings must start and end at the agreed time. Any request for additional time at the beginning of a booking or any bookings running over the stated time on the booking form will result in additional charges. Early access to rooms is only with the express permission of the Council.

Some bookings may require extra staffing/security to be on site, this will be discussed at the time of the booking and will incur additional costs.

### End of Hire

The Hirer shall be responsible for:

- A leaving the premises and surrounding area in a clean and tidy condition
- B contents temporarily removed from their usual positions should be properly replaced
- C closing any windows opened; switching off lights
- D collecting and bagging all rubbish at the end of the hire period
- E ensuring all guests leave the Centre by the time specified in the booking agreement.

### Signing In and Out

All Hirers are required to sign in before their class and sign out when their room is clear.

### Payments & Invoicing

#### Regular hirers

Will be invoiced monthly in advance and sent on the 18th of the month. All invoices will state clearly that payment MUST be made within 14 days of the invoice date. If payments are consistently poorly managed by the hirer, the Council reserves the right to cancel existing bookings and refuse future hire. All invoices will be sent by either email or post. All new regular hirers will be required to pay the first months invoice in full when confirming their booking with a signed T&C form. This payment will be non-refundable.

#### One off events including catering and bar service

As soon as a booking is confirmed by the return of a signed T&C form, an invoice will be produced.

It will clearly state that full payment of the invoice must be made 21 days before the booked event. The payment for the catering is required to be provided at least 7 days in advance.

If a booking is made within 7 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.

For all larger events a non-refundable deposit of 20% or £150.00 will be required at the time of booking.

The Hirer will be liable for any cancellation charges incurred for items booked through third parties.

A bar or café service can be provided by Cup of Leigh Café. A minimum spend of £100.00 across the bar is required for bar bookings.

Bookings for parties for 12-21 year olds will not be permitted.

#### Definitions

Larger events – any event in the Lower Hall, parties, weddings. Bookings combining rooms 4 & 5.

Regular Hirer-any person who has a booking which is repeated 6 times or more in a 12 month period.

**Cancellations**

Cancellation of a booking must be received by the Council, in writing to [bookings@leighonseatowncouncil.gov.uk](mailto:bookings@leighonseatowncouncil.gov.uk) or Leigh Community Centre 71-73 Elm Road, Leigh-on-Sea Essex SS9 1SP not less than seven working days prior to the hire date.

The following cancellation fees are liable:

One-off Bookings, catering and bar service included

- Over 6 weeks notice: No cancellation fee. However for larger 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 £25 charge if bar or café service has been booked

Regular Hirers

One weeks' notice is required 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 Community Centre must give one months' notice.

The Council 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.

**Scale of Charges**

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 changes to a booking made by the hirer, including room changes, may incur an administration charge of up to 10% of the hire charge.

**Damage**

The Hirer is responsible for the preservation of good order during the hire period. Any damage caused to the Centre or Centre property as a consequence of the hiring will see the Centre 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 as a result of damage caused by a Hirer then the Hirer will bear the cost of this loss.

In the event of any claim being made by any person in respect of any injury, damage or loss which he or 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 Centre or its employees.

**Health & Safety and Regulatory Requirements**

The Hirer is responsible for the health and safety of anyone attending their hire session. This includes first aid provision although Community Centre staff will assist where possible.

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.

The Hirer must remain on the site throughout the term of the hiring period and ensure maximum capacity numbers are not exceeded.

Under no circumstances are children to be permitted to leave the Community Centre during the course of an event to gather or play in the vicinity of the premises or the car parking area.

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.

If the Hirer is involved in providing activities for children or adults at risk; teaching or taking part in physical activity; Public Liability Insurance, as appropriate, must be provided and kept on a central register at the Community Centre. Hirers who provide activities for children or physical activities will hold their own accident report book when on the premises.

If the activity requires DBS registration and an Adult Safeguarding Policy or the activity requires a music licence, the Hirer must possess these and in so signing the Terms and Conditions confirms such.

The Council reserves the right to assure themselves that the hirer has the training, qualifications or experience to deliver classes at the Community Centre.

If the Hirer is involved in the preparation or serving/selling of food to the public, they must liaise fully with the Community Centre staff, to ensure that all current legislation, health & safety and insurance requirements are complied with.

Dogs and other animals are not admitted to any part of the premises except where a person requires the assistance of an animal trained to assist in the case of disability-

No dangerous, hazardous or harmful items, or non-prescription drugs may be brought on to the premises.

**Prohibited items**

Candles and any naked flames

Bicycles & mobility scooters (wheelchair available on site)

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

Animals, except assistance dogs

**Smoking Policy**

No smoking is permitted within the Centre's premises or anywhere outside the premises except in the designated area at the back of the building.

**Bouncy Castles**

Bouncy Castles are only permitted in the Lower Hall due to weight and height restrictions within the building.

**Music and Noise Levels**

All Hirers must comply with the mandatory licence conditions relating to noise levels contained in sections 9, 10 and 11 of the conditions in appendix 3 of the premises licence (Available for inspection on request).

**Alcohol**

The Centre strictly follows the Challenge 21 policy and will challenge anyone under the age of 21 or appearing to be under the age of 21 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 is to be bought into the centre, any alcohol consumed on the premises must be obtained from the on-site bar.

**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 premises.

**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 into the Centre's premises, 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.

**Conduct & Supervision**

The Centre is unable to accept bookings from persons under the age, or believed to be under the age of 18 years.

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 premises and that they cause no disturbance when arriving or leaving the premises. The Centre staff reserve the right to terminate the hiring if after due warning a disturbance continues or if the hiring continues significantly past the finishing time stated when the booking was originally made.

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 Centre 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.

The Centre does not advocate the collection of any monies at the point of entry to the event. Insurance requirements demand that if money is to be collected on entry then the Group or Organisation collecting the money must demonstrate beforehand they have Public Liability cover up to five million pounds (£5m) before they can do so. Should this not apply it is required that if any entry fee is required from guests, this should be obtained outside of the Centre's premises. 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.

Hirers are expected to be courteous to staff at all times.

**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.

**Right of Entry**

Centre 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 Centre 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.

**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 Centre 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.

**Insurance**

The Centre provides insurance cover in respect of its own buildings, furniture and fittings. This cover does not extend to goods, equipment or anything other than that provided by the Centre. Hirers are advised to obtain additional insurance if they consider it necessary. This will particularly apply to any Hirers handling money as a consequence of a sale of goods at their event who will be asked prior to the booking being accepted.

**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 Council. The Centre reserves the right to cancel any event that has been found to be advertised in this manner.

No Posters, flyers and A Boards can be displayed without the express permission of Council and any such material for external events not in the LCC shall also be at the express permission of the Council.