

## **TERMS AND CONDITIONS OF CENTRE LETTING**

### **SECTION 1 – CONDITIONS OF LET**

1.1 A booking form must be submitted online for all lets and received by the Centre Administrator at least 10 working days via email, [admin@sfctrust.org.uk](mailto:admin@sfctrust.org.uk) before a let is required, unless otherwise agreed with the Booking Administrator.

1.2 Applicants will be refused a let where:

- The applicant is under 18 years of age.
- No application for lets will be accepted whilst any accounts for payment by the Hirer to Stratherrick & Foyers Community Trust remain outstanding.
- The applicant does not otherwise meet the conditions of use.
- Appropriate measures of Child Protection have not been taken (see Section 3).
- There have been specific and proven breaches of the letting arrangements in the past.
- The purpose of the let is illegal.

1.3 Submitting a form does not constitute acceptance of the let as the applicant will be advised by confirmation email if the booking can be accommodated.

1.4 Approved lets are not transferrable and are only valid for the named Hirer/organisation, accommodation. Dates and purposes stated on the booking form. Sub-lets are not permitted.

1.5 All preparation and tidying up must take place within the booked times and only areas of the facility noted on the booking form can be used. Hirers who exceed the booked time or use un-booked areas may be subject to additional charges.

1.6 Any wilful or malicious damage to the premises, furniture, or equipment found prior to the start or during the course of the let must be reported to the Centre Administrator immediately.

1.7 The Hirer is responsible for the good conduct of all present during the let and the preservation of good order in and around the centre. Noise should be kept within reasonable limits.

1.8 The maximum capacities of each room and age eligibilities for time of day or night, must be strictly adhered to. See section 4.1

1.9 Risk assessments are completed by The Wildside Centre management for the building and are available on request. It is your responsibility to complete risk assessments for your own club or activity in relation to your booking.

1.10 Those hiring the centre for a private booking must ensure that all rubbish and recycling is removed from the centre and not placed in the outside bins at the hall.

## **SECTION 2 – PAYMENTS AND CANCELLATIONS**

2.1 The Hirer must provide prior notice of **cancellation at least 5 full working days** (i.e. Monday to Friday) before the time that a let is due to take place, otherwise the let will be **charged in full**, unless otherwise agreed with the Centre Administrator. Please send notice of cancellation in writing to [admin@sfctrust.org.uk](mailto:admin@sfctrust.org.uk). (No other forms of correspondence will be accepted in relation to cancelling your booking).

2.2 Any additional costs incurred in cleaning or restoring premises to original condition will be subsequently charged to the Hirer. The rate charged is Monday to Friday - £18.00, Saturday and Sunday - £25.00. (SFCT reserve the right to apply these charges at any given opportunity).

2.3 All lets will terminate by 10pm except where a specific extension has been given.

2.4 Booking charges must be paid at the time of booking, unless alternative arrangements have been authorized by the Centre Administrator.

2.5 Time must be allocated within the booking period to allow for preparation and cleaning up. If not vacated on time, the next hourly rate will automatically be charged.

2.6 Unless the appropriate notice is given, cancellation fees for bookings are as noted below, unless otherwise agreed with the Centre Administrator:

Within 7 days of booking - Full Hire Charge

Over 7 days of booking - No Hire charge

2.7 If you fail to turn up for your booking at the centre, full charges will take effect, unless otherwise agreed with the Centre Administrator.

## **SECTION 3 – LOSS OR DAMAGE**

3.1 The premises must be left clean, tidy and in good order and condition, including the carpark, outer grounds and all rubbish must be removed from the centre. If any damage occurs during your booking, the group or person hiring the facility will be held responsible. Please report immediately.

(SFCT reserve the right to charge for any damages found).

3.2 Any damages must be pointed out to a member of the Stratherrick & Foyers Community Trust Staff as soon as they occur.

3.3 Stratherrick & Foyers Community Trust and it's Staff Members are not responsible for any valuables or equipment left on the premises including: (car park, main centre, outer gardens, polycrub, shed and storage container).

3.4 Stratherrick & Foyers Community Trust have public liability insurance. Copies of the certificates are displayed throughout the centre. Stratherrick & Foyers Community Trust strongly recommend that all groups hiring The Wildside Centre have Public Liability Insurance to cover any damage or injury to third parties whilst attending your activity. If a booking is made and insurance cover is not held, this is at the lessee's own risk.

## **SECTION 4 – MAXIMUM ROOM CAPACITIES**

4.1 The maximum numbers of people who are permitted to use each room must strictly be adhered to, as per the requirements of the Stratherrick & Foyers Community Trust Entertainment License:

Main rooms 100 standing or 50 seated.

## **SECTION 5 – PERMISSION TO PHOTOGRAPH OR FILM**

5.1 Hirers are responsible, for the safety and privacy of all users, you must gain acceptance to use a camera, video camera or mobile phone with camera/videoing facilities within the premises.

5.2 The above may only be used in the room you have hired.

5.3 Permission from all participants in the group must be sought.

5.4 If there are children under 16 in the group, written permission to be photographed or recorded must be sought from parents.

## **SECTION 6 – DATA PROTECTION**

6.1 Data Protection The information gathered on the application form is used to process your booking.

Your personal information is held on a letting database. The condition for processing is covered by (Article 6(1) (b) of the General Data Protection Regulation). The information is kept for a period of 5 years plus the current year for chargeable lets and for 1 year for free lets. You have the right to view, change, delete or restrict the processing of your personal data. Your personal information is not subject to automated decision making or profiling.

If you are unhappy with the way we have processed your personal information you can contact the Information Commissioner:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF Tel: 0303 123 1113 <https://ico.org.uk/global/contact-us/>

**You can view our Data Protection Policy via this link:**

<https://www.stratherrickcommunity.org.uk/userfiles/file/home/good%20governance/data-protection-policy-november-2023.pdf>

## **SECTION 7 – HIRER'S RESPONSIBILITIES**

7.1 Where children, "protected adults" or adults who may be "a risk" are involved in activities during the period of a let – whether as committee members, staff, volunteers or participants – the Hirer must have read and ensured that they comply with the document "Terms & Conditions". Please note this guidance also applies to self-employed individuals providing for these groups.

7.2 The Hirer is responsible for ensuring that a person/people with appropriate experience and qualifications for the safe delivery of the activities they are providing supervises and is in attendance during the duration of let. There also should be a person in attendance at the beginning and the end of the let to ensure that a correct hand over is conducted. Two responsible adults should be in attendance at all times.

7.3 The Hirer shall indemnify Stratherrick & Foyers Community Trust against all costs, expenses, liabilities, injury, loss or damage arising due to any act or omission of the Hirer, or any of his agents,

volunteers or staff in connection with the hire of the premises or the activities carried out during the period of let.

7.4 The Hirer is responsible for ensuring that all appropriate licences and permits are in place prior to the start of a let.

7.5 The Hirer is responsible for ensuring compliance with any emergency regulation or special or any other regulation in force. Hirers must familiarise themselves with the Emergency Evacuation Procedures for the premises bring these to the attention of their members/participants. All exits from the premises must be kept clear of obstruction at all times. **Emergency exits should only be used in case of emergency and not for routine access/egress.**

7.6 Hirers must not display or affix materials such as posters, flyers, signboards, either within or out with the centre unless with the prior written agreement of the Centre Administrator. (The centre reserves the right to levy an additional charge to make good any damage to centre property or additional outbuildings and structures resulting from unauthorised use of such materials).

7.7 The Hirer is responsible for ensuring that all individuals wear suitable or appropriate footwear.

## **SECTION 8 – GENERAL RULES**

8.1 For music and drama groups, the let does not provide for admission of an audience unless this is specified in the application. (Permission must be granted in advance with the Centre Administrator before any tickets and event information can be shared and put on public sale).

8.2 Fires and/or barbecues are not permitted except where permission is specifically granted on only in the area specified/agreed in advance.

8.3 Portable electrical equipment may only be used in the premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period. Information on PAT testing certification can be obtained from the British Standards Institute.

(SFCT reserve the right to ask for PAT certificates at any time).

8.4 The group or person making the booking is responsible for all people attending their activity, and as such is expected to supervise and maintain order within the group, and ensure all those attending the activity understand and adhere to the conditions of let. Any breach of conditions of let by any member of your group will not be tolerated and will lead to your booking being terminated.

8.5 Stratherrick & Foyers Community Trust have the authority to evict and ban unruly people from any confirmed booking at any time.

8.6 No one under the influence or suspected of being under the influence, or drink or drugs, will be admitted.

8.7 Smoking is not permitted within The Wildside Centre and not within 15 metres of the grounds.

