



CLAN MACQUARRIE COMMUNITY CENTRE (“the Centre”) Terms and Conditions of Hire

TYPES OF HIRE

- 1 Normal Hire: individual rooms and/or equipment or the whole Centre may be booked in advance by organisations and/or individuals.
- 2 Block bookings: will be considered on their merits and subject to availability. There may be dates on which Centre fundraising will require to take priority over block bookings and all bookings are accepted on that condition. The Centre Committee will endeavour to provide a minimum of 14 days notice should such a situation arise. An alternative date/ time will be offered, on the same terms as the original block booking, in these situations.
- 3 Casual hire: the Centre facilities, in whole or in part, may be hired on an HOURLY basis, subject to the following:
 - i. The booking is no more than 48 hours before use;
 - ii. The bookings are at the Committee’s discretion;
 - iii. A booking form is completed, submitted and accompanied by the appropriate fee **BEFORE** use of the facilities hired takes place;
 - iv. The heating and hot water cannot be guaranteed for such casual hires, however best endeavours will be made to ensure these are available.

CONDITIONS OF HIRE

- 4 The facilities at the Centre may be hired by individuals or by organisations. Acceptance of any booking is at the sole discretion of the Centre Committee and, for avoidance of doubt, the Committee is not obliged to give any enquirer or potential hirer its reasons for declining a booking.
- 5 All bookings must be made through the Centre’s Secretary or other appointed representative (“the Secretary”) and no booking will be regarded as confirmed until an official booking form (and any other required documentation), has been completed and forwarded to the Secretary along with the hire fees, if payable in advance. In addition, no booking can be regarded as confirmed until the Secretary has confirmed same to the hirer.

The Centre may require to cancel bookings at short notice, for example for reasons of protecting public health or to comply with Government legislation or guidance. In such a situation, no fees will be chargeable for unused bookings.

6. Hire includes, where required, reasonable use of tables, chairs etc and the provision of heat and light. The Hirer should ensure that lights are switched off after use. All subject to condition 3 (iv) above.
7. It is the responsibility of hirers to set out their own chairs, trestles, tables, equipment etc. and to replace such items after use. The Hirer is also responsible for ensuring the Centre is left as found – including (but not restricted to) clean and tidy condition.
8. The use of the kitchen facilities, including crockery, cutlery and utensils are included in the hire charge for the Kitchen. Hirers are required to leave the kitchen in a clean and tidy state after use.
9. The Hirer is liable for any damage or breakages occurring during the period of hire. All rooms, equipment and general facilities must be left as found. Hirers will be charged for any breakages and/or damage within the Centre or to its external property and facilities and for any additional cleaning and repairs which may be required.



10. A minimum cleaning charge of £100 is payable at the time of booking for certain types of events (e.g. parties, dances etc). This charge is refundable after the event if no damage has been caused and if the Hirer arranges to clean the premises to the satisfaction of the Committee. Removal from site by Hirer of all recyclable waste (esp bottles and cans) is a requirement of the clean-up.
11. Bar Hire can be arranged through the Centre Committee, subject to a minimum notice period of 7 weeks. The premises will operate a Challenge 25 policy where anyone who looks under 25 will be asked to prove their age (e.g. Photocard, Driving Licence, Passport and Proof of age cards etc) Provision of any Bar Hire facilities is at the sole discretion of the Centre Committee. All aspects of the Bar will be administered by the Centre Committee and all profits from the Bar will be for the benefit of the Centre.
12. When the Centre is being used for public entertainment, the number of people using the Centre is restricted for safety reasons under the Centre's Public Entertainment Licence. Where seating is in rows or around the walls of the Main Hall the maximum number of people permitted is 220 including children, but excluding on-duty stewards etc. When tables and chairs are used the maximum number is reduced to 150 in the Main Hall. From time to time, for the sake of public health or to meet any legislative requirements, these numbers may be set at lower level. The Committee's decision on permitted numbers using the Centre at any time will be final, with the over-riding factor in such decisions being the health, safety and wellbeing of Centre users, volunteers and others.

HEALTH AND SAFETY

13. In order to ensure compliance with the terms of the Centre's Premises Licence and to prevent disturbance to residents living close to the Centre, all bookings involving music are accepted on condition that such music is played at a reasonable volume. Monitoring of music volume will be undertaken and the Hirer will be required to comply with any request by any member of the Centre Committee or by the Caretaker to reduce excessive volume levels. Hirers are required to advise performers of this condition.
14. No electrical appliance (e.g., PA System, Lighting, CD player, disco equipment, or similar) shall be brought into the Centre and used by any hirer (or third party brought in by the hirer) unless such equipment is PAT approved (Portable Appliance Testing) and holds a certificate to that effect, issued by an electrician authorised to test such equipment and issue such certificates.
15. No equipment will be brought into centre (e.g. electrical, catering, scaffolding; portable towers; ladders etc) without express consent of the Committee. Any damage caused, whether equipment pre-approved or not will result in a charge to the hirers for re-instatement/repair/replacement etc .
16. Responsibility for any illness, injury, loss or damage suffered by the Hirer or any persons attending the Centre if such illness, injury, loss or damage is caused by the Hirer or any persons themselves, or by any equipment or property brought into the building by the Hirer or any third party services such as Bands, Musicians, Disco, Karaoke, Children's Entertainers, Catering etc or persons attending the event in the Centre, cannot be accepted by the Centre Committee. The Hirer must ensure that they and/or any third party services brought into the premises have adequate public liability insurance to cover their own equipment and the personnel involved with the service.



17. No extensions, alterations or decoration to the electrical system or the internal structure of the building or the stage will be allowed without the express permission of the Centre Committee and, in the event that permission is granted, work can only be carried out by suitably qualified personnel holding their own public liability insurance. Any breach of this condition is entirely at the risk of the hirer or their representatives
18. Any temporary extensions, decoration, constructions or alterations made by the hirer, which the Centre Committee has permitted, must be covered by the Hirer's own public liability insurance and be inspected and approved by the Health and Safety Executive. Any cost relating to such temporary extensions, decoration, constructions, alterations, reinstatement or repair will be borne by the hirer.
19. Any temporary decoration of the Centre must not result in damage to the fabric and décor of the premises. The use of appropriate fixings to ensure this condition is met is important. Hirers will be charged for any repairs, cleaning etc that are required to paintwork and other fabrics and finishings if this becomes necessary.
20. It is the responsibility of the Hirer to ensure that any equipment owned by the Hirer and used by or stored in the hall is regularly inspected and that the appropriate certificate is obtained.
21. Children in the kitchen: Children under 5 are not permitted. Children under 18 only permitted if accompanied by a responsible adult age 18 or over, a maximum of 3 children at any one time.
22. It is the responsibility of the Hirer to notify the Centre Committee regarding any Health and Safety concerns or observations that they may have regarding the operation of the Centre.
23. Any hirer choosing to use items of the Centre's equipment does so at their own risk.
24. Hirers are prohibited from entering the loft areas within the Centre. Anyone breaching this condition does so at their own risk. (Use of any items belonging to the Centre is by prior arrangement with committee).
25. In all matters of Health and Safety, Fire Safety, compliance with Hygiene regulations, hazard management etc, decisions of the Centre Committee, local authority, fire service etc take precedence over any other consideration and are deemed final.

CANCELLATION

26. If a booking is cancelled by the Hirer less than two weeks in advance of the date of the session/event/function, the hire charge is not refundable. Cancellation between 2 and 4 weeks in advance: 50% of the hire charge will be refunded. In the event of a cancellation the Hirer is responsible for the payment of any expenses incurred by the Centre Committee in preparation for the session/event/function e.g. bar supplies.

BREAKAGES CHARGES

27. Breakages of crockery must be notified immediately to the Committee and paid for as follows: Cup £2.50, Saucer £2.00, Small Plate £2.00, Large Plate £4.00, Glassware £1.00 per item.
28. All other breakages/damages must be similarly notified to the Committee. Repair/replacement costs will be charged to the Hirer as appropriate.



CATERING

29. Catering can be provided to Hirers by the Centre Committee, solely at the Committee's discretion. The basic catering information requested in this Booking Form will form the basis of further discussions between the Hirer and the Centre Committee prior to any final agreement regarding catering provision.

Any external catering brought into the Centre is the sole responsibility of the external caterers and/or the hirers. The Committee will not, in any circumstance, take responsibility for failings in health and hygiene matters where external catering has been supplied. For avoidance of doubt, this also applies where "home baked" items are brought into the Centre.

HIRE CHARGES

30. Acceptance of the booking request by the Secretary (or any other committee member on behalf of the Centre) will constitute a commitment on the part of the Hirer to pay the hire charges for the Centre facilities requested, including any breakage, damage, cleaning, cancellation fees etc that may apply thereafter. It is agreed by the Hirer that an electronically submitted version of this Form will constitute a commitment on the part of the Hirer (always subject to acceptance of the Hire by the Centre Committee). The Centre Committee reserves the right to request a signed copy of this Booking Form prior to approving the booking request.