

DBC (District Business Centre) Space Hire - Terms and Conditions

29-31 Upminster Road South, Rainham, RM13 9YS

The term “the User” shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

Hire Type

Our approach for the letting of community spaces is to provide community focused facilities, that are affordable and accessible to the local community, support community cohesion and resident involvement and engagement.

Payment of the Hall Hire to be made in full 2 weeks prior to the initial usage following validation of documentation.

- **Ad Hoc and Single Bookings**

This would be for a one-off event. The payment would be for the period requested only. Payment of the hall hire to be made in full.

- **Short Term Hire**

Bookings for slots between 1 to 6 weeks. The charges will be determined on whether the organisation is of charitable or commercial status.

- **Medium Term Hire**

Bookings for slots between 6 to 26 weeks. The charges will be determined on whether the organisation is of charitable or commercial status.

- **Long Term Hire**

This would be for periods of more than 26 weeks, and the User would not have exclusive use of the hall for the whole day, only booked time slots. The hall would be available to let to other groups during this agreement period. Payment to be made in equal monthly instalments calculated on term of use. A deposit of 3 to 6 months will be required in advance. Regular payments to be made one month in advance.

Hire Charges

- The Hall Hire Charges vary between £15 to £25 per hour based on the size of rooms.
- The Hire Charges for the Meeting Room is £20 per hour or £50 per AM or PM session or £90 per day
- The Hire Charges should be paid at the time of booking.

- Long Term block booking can be made in advance with an upfront deposit. This is subject to availability
 - The DBC will confirm details of the Hire Charges upon booking.
 - It is the responsibility of the User to ensure that the space at DBC is suitable for their intended use before confirming the booking.
 - The User must be persons of over 18 years of age and accept responsibility for being in charge of the function at all times when their guests and users are present.
 - The User must ensure that all conditions, under this Hire Agreement, relating to management and supervision of the premises are met.
 - A deposit is required on confirmation of the booking agreement to guarantee and secure the booking. The deposit will be returned within 28 working days, following an inspection after the event has taken place.
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- If the User fails to meet any such extra costs (damage or breakage) that may arise or it is not met by the full deposit, the entire deposit will be retained, and any additional costs will be billed to the user.

Non-Payment or Arrears

For Single or Ad Hoc bookings, if payment of the hall is not received prior to the date of hire, the booking will not be valid and therefore would be cancelled.

If the Long-Term User fails to pay an invoice, an escalation process will be instigated, which will provide an opportunity to make a payment. Where there continues to be delays in paying invoices or no payment is received for the invoice period for hall usage, the agreement will be terminated, and amount will be reduced from the deposit. No further hire to the user will be enabled.

Cancellation

- Written confirmation of any cancellation is required from the User/Client.
- The user the DBC can cancel the booking in writing, not less than 2 weeks' notice before the Booking Date. For regular longer-term users, 3 months' notice is required by either party.
- If cancellation rules are adhered to, then a full refund of all advance deposits and fees will be made in the event of cancellation. However, there will be no deposit returned if cancellation is less than 2 weeks before the booking date.
- The following cancellation charges are applicable for all bookings:
- 3-5 Days prior to booked date = 50% of Hall Hire fees
- Within 48 hours' notice prior to booked date = 100% of contracted Hall Hire charges. You will forfeit the full amount of the fees.

Client/User Responsibility

- The Hiring Agreement only gives permission to use the premises and confers no tenancy or other right of occupation on the Hire.
- The User is aware of the venue capacity, acknowledges it and complies with it.
- Please note that it is the responsibility of the user to remove all rubbish from the hall, including the surrounding area. If the user fails to observe these conditions the DBC may perform it on behalf of the User and recover the cost from the User.
- The User will ensure that maximum capacities as set out in the room specifications are not exceeded at any time during the hire period.
- The User is responsible for supervising of the event at the premises at all times.
- The User will be responsible for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.
- The User shall not use the premises for any purpose other than that described in the Hiring Agreement.
- The User shall not Sub-Let or use the space for any unlawful purpose or in any unlawful way.
- The DBC Car Park is not to be used by users.
- The roads leading to the venue and the small access road leading to the Car Park are public roads and must be obstructed
- Parking is available at nearby Car Parks (Rainham Station, Rainham Leisure Centre) and Pay and Display spaces on the roads. On the road and other locations may be available.
- If licences are required in respect of any activity in the premises, the User should ensure that they hold the relevant licence or that the DBC holds it.
- The User shall comply with Health and Safety policy and must make sure they do not obstruct exit points from the premises.
- The User shall not prepare food onsite but may allow functions to have light refreshments and foods.
- The User must ensure that any electrical appliances brought by them to the premises is safe, in good working order and used in a safe manner.
- The User shall ensure that highly flammable substances are not brought into, or used in any part of, the premises.
- The User shall ensure that the washrooms are always kept at a clean standard during use, this includes ensuring taps are turned off completely.
- The User shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises.
- The User should have their own Insurance Policy in place which covers the nature of the activities they are involved in, their own equipment and staff.
- The User must report all accidents involving injury to their users to the DBC Authorised Representative (named in the Hiring Agreement) as soon as possible and complete the relevant section in the DBC Accident Book.
- The User shall ensure they and their visitors avoid disturbing neighbours and to avoid violent or criminal behaviour.
- The User shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

- The User shall ensure that no alcohol is brought to the premises. Drunk and disorderly behaviour shall not be permitted on the premises.
- The User shall ensure no illegal drugs may be brought onto the premises.
- The User shall ensure that no animals are brought into the premises.
- The User shall not carry out any form of unauthorised advertisements for any event taking place at the premises.
- All equipment and other property (other than agreed stored equipment) must be removed at the end of each hire, or fees will be charged for each day.
- Always keep fire doors clear from obstructions including passages and stair wells.
- Please leave the premises clean and tidy and leave waste in the bins outside or take it away with you for safe disposal.
- Please report to the Facilities Assistant any faults or damage, as soon as possible, so that they can be rectified quickly.

Prohibited Items

The following items are prohibited from being used in the halls - this list is not exhaustive.

- Candles (standard birthday cake candles are permitted).
- Chewing gum / bubble gum.
- Flammable liquids, gases and oil.
- Soldering appliances.
- Unauthorised heating appliances.
- Internal table or free-standing decorations of a combustible nature (e.g., polystyrene, cotton wool).
- Smoke and bubble machines are not permitted on the premises
- Any other highly flammable items or naked flames.
- Animals, except guide dogs.
- No bicycles or scooters (Mobility scooters may be allowed subject to approval).
- No smoking is permitted anywhere within the building at any time.
- No alcohol/drugs allowed on site.
- No smoking on site.
- General Conditions of Use
- All bookings must end by 11pm (Monday-Sunday). This means be off the premises by 11pm.
- The DBC has an absolute right to refuse and terminate a booking on any grounds.
- No alterations can be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Authorised Representative of DBC.
- Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
- The premises must not be used as a Polling Station for a Parliamentary or Local Government election or by-election.
- The DBC accepts no responsibility for any property brought onto or left at the premises or any stored equipment.

- In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.
- The exact location of the fire exits, and fire extinguishers must be noted before the Centre is occupied.
- Please stack chairs and tables in the storeroom in the manner shown on the notice.
- The DBC complete a monthly Fire Alarm Test and inspection on the first Friday of each month.
- The DBC Health and Safety file and Accident Book are kept in office.
- The members of the DBC and any persons authorised by them shall have the right to enter any part of the space/room at all times during the period of use.
- A First Aid Box is located in the First floor Tea Room and Lower Ground hallway
- Risk Assessments and Health & Safety Documentation is available from the office on request.
- Please do not use drawing pins or adhesive tape on the walls or other surfaces, use Blu-Tac if you need to put up notices or decorations.

Safeguarding

The following safeguarding needs to be adhered to. DBC promotes a safer environment and culture.

- Safely recruit and support all those with any responsibility related to children and vulnerable adults within the premises.
- Respond promptly to every safeguarding concern or allegation.
- Respond to those that may pose a present risk to others.
- If you are hiring the hall for the provision of activities for children or vulnerable adults, you will be required to supply details / copies of DBS checks or approved coaching certificates for all adults who will be in contact with or supervising the attendees. This is not applicable if you are hiring the hall for children's parties.
- Regular hirers will also be required to have a Child Protection Policy or a Safeguarding Policy in place, a copy of which will need to be provided to the DBC at the time of booking and on request.
- Hirers must ensure that they have appropriate adult to child ratios complying with appropriate guidance.

Electrical Appliance Safety

- Any electrical appliances brought into the hall by the hirer must have a valid PAT test to ensure that the appliances are safe and in good working order.
- Electrical items that are stored at the premises, with the permission of the DBC on a storage agreement, will be subject to an annual PAT test.
- No deep fat fryers or kitchen appliances are permitted to be brought onto the premises. Please see “Prohibited Items” for further restrictions.