

## **ELOQUENT ARTS CENTRE BOOKING AGREEMENT**

## **BOOKING AGREEMENT**

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the hall.

## TERMS & CONDITIONS OF HIRE

# Undertaking of the Hirer

The Hirer undertakes to ensure that they understand the Hire Conditions for the time being in force.

# Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

## Responsibility of the Hirer

## The Hirer shall be responsible during the period of hire for: -

- 1. Being familiar with, and complying with, the guides provided for the use of the Premises
- 2. Ensuring that the Premises are kept secure for the duration of the hire
- 3. Supervision of the use of the Premises and the care of its fabric and contents
- 4. Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- 5. Ensuring that the Premises are left clean and tidy with rubbish removed from the premises at the end of the hire. If we are required to clean the premises after your booking, you accept you will be held liable for the full amount incurred in doing so and will be invoiced for any work undertaken in respect of cleaning the premises.
- 6. Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- 7. Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- 8. Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- 9. Ensuring that no animals are brought into the building, without written permission of the management on the occasion of a special event or hire agreed to by the management.
- 10. Ensuring that any electrical equipment used is PAT tested.

#### Fire Regulations

#### The Hirer shall:

- 1. Ensure that the "Emergency Exit" signs are kept illuminated and not obscured.
- 2. Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the management
- 3. Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.

The Evacuation Meeting Place is at the rear of the building inside the Car ParkNo person may re-enter the premises without the permission of the Fire Brigade.

#### Use of Premises

#### The Hirer shall not: -

- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs on the Premises
- Allow smoking in the Premises, or near the entrances. (there is a smoking yard to the rear of the building accessible via the small hall)

## Car Parking

Eloquent Arts Centre has car parking spaces at the rear of our building. From Mon-Fri Before 5pm please only park in the spaces clearly marked for Eloquent Arts Centre. From Mon-Fri after 5pm and weekends hirers are allowed to park anywhere within the car park as long as you are not obstructing the entrance/exits of other businesses nearby.

## <u>Premises Licence and other relevant legislation</u>

## The Hirer is responsible for:

- Conforming to the terms of the Premises License granted to the Hall, including, but not limited to, permitted hours for licensable activities.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure

## The Hirer shall ensure that the attendees:

- Do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Although the centre has a child protection policy in place each respective hirer must have their own policy in place.

Child Protection Policies are the responsibility of the Hirer and the management accepts no liability for any breach during use by the Hirer.

#### Damage

- The hirer will be responsible for all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises by the Hirer.
- As directed by the management, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents. Failure to do this may result in legal action.

### Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Eloquent Arts Centre as soon as possible and complete the relevant section in the Accident Book which can be found at Reception. Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible.

## Stored equipment

The management accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Hall may dispose of any such items 7 days thereafter at its discretion.

## No alterations

Decorations may be hung in the venue. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the management. Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the management, remain in the Premises at the end of the hiring and become the property of the Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the management any damage caused to the Premises by such removal.

## <u>Payments</u>

All payments are processed online via our private booking system and must be paid for prior to the booking to secure the slot.

## Refunds

For refunds, we expect 30 DAYS cancellation notice, in writing via email. Refunds processing will normally take 7 working days to process.

Kindly note that you will not be able to transfer your payments to another date if your cancellation comes in less than 30 DAYS before your event.