

# Conditions for the Hire and Use of the CDCHQ

Colneis Division Centenary Headquarters welcomes hirers and their guests. Please read through these terms and conditions and contact us if you have any queries.

## 1 Introduction

1.1 The following terms are used in this document:

- CDCHQ: The premises known as Colneis Division Centenary Headquarters
- Hirer: Any organisation, group or individual entering into an agreement for use of the hall.

1.2 The Hirer is required to be at least 18 years of age.

1.3 Hiring of the hall to any organisation, group or individual is at the absolute discretion of the CDCHQ Executive Committee or any volunteer who has the authority to act on behalf of the CDCHQ.

1.4 Hirers and their guests are required to treat all users and volunteers with respect.

1.5 The Hirer (or any other person authorised in writing to the CDCHQ by the Hirer) must be present at all times during the hire period.

1.6 The hirer shall specify a named individual who shall be responsible for the booking and conduct of the users of the CDCHQ Building while it is in use and who shall "The responsible person" be as defined under the Regulatory Reform (Fire Safety) Order or subsequent legislation/regulations.

1.7 The CDCHQ must not be sub-let or hired out by the user.

1.8 The use of the Carpark on the former Deben High School site can only be used if prior arrangements with CDCHQ Executive Committee have been made. There are no parking facilities available to Hirers or their guests on Nursery Walk and the Hirer must ensure their guests do not inconvenience local residents by parking illegally. Users park entirely at their own risk and CDCHQ accepts no liability for loss of or damage to vehicles or property left inside vehicles.

1.9 The Hirer must allow CDCHQ Executive Committee, Police, Fire or other emergency service personnel access to the premises at all times during the period of hire.

## 2 Facilities

2.1 The area of the hall is 76sq meters and can accommodate 75 people.

2.2 There are two unisex toilets accessible from the main hall which are available to the Hirer and their guests along with a toilet for disabled users.

2.3 Inventory of tables and chairs:

Chairs: 48

Tables: 10 large tables and 6 small tables

2.4 A small kitchen, accessible from the main hall, is available.

2.5 A meeting room is also available for hire. This is accessible from the main hall. Unless the meeting room is also hired along with the main hall, it will not be hired out to a 3rd party.

2.6 A garden is also available for hire. This is accessible from the access path around the building and via the back gate. It may be hired out to a 3rd party and access will need to be made available by the Hirer of the main hall when required for users to access the toilets.

2.7 No other areas of the CDCHQ are included in the hire.

2.8 The Hirer must ensure the premises are inspected prior to a booking and that the facilities are suitable for the hire.

### 3 Bookings

3.1 Bookings can only be made using the official booking form which is available for download from the CDCHQ website <https://colneisdivision.wixsite.com/girlguidingcolneis/centenary-headquarters>

3.2 The booking form can be submitted by e-mail. Acceptance of the booking form does not imply acceptance of a booking.

3.3 Bookings will not be accepted from anyone under the age of 18.

3.4 The booking form must disclose full details of proposed use. The hire is granted based on the details provided by the Hirer at the time of booking.

3.5 In the event of any variation of use by the Hirer or failure to comply with the requirements of full disclosure, the CDCHQ reserves the right to cancel the booking.

3.6 The Hirer shall arrive no earlier than 15 minutes before and leave no later than 15 minutes after their allotted booking time. Your booking time should cover setting up and taking down/ cleaning.

3.7 No hiring shall extend beyond 10pm unless agreed in writing with the CDCHQ Executive Committee.

3.8 The CDCHQ reserves the right to refuse any booking. This would include events or activities which the CDCHQ considers:

- to be an inappropriate use of the hall;
- may present a threat to public safety;
- likely to create a disturbance or inconvenience to the residents in the neighbourhood;
- to be in conflict with any of the CDCHQ's or Girlguiding Colneis' policies or its aims and objectives;
- may embroil the CDCHQ or Girlguiding Colneis in disrepute.

3.9 The CDCHQ is not required to provide any reasons for refusing bookings.

### 4 Prices

4.1 Hire charges listed below are valid for bookings made up to 3 months in advance.

4.2 The CDCHQ reserves the right to increase hire charges and will notify the Hirer giving them three months' notice or one school term.

4.3 The Hirer can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.

4.5 The general hire cost is £15.00 per hour

4.6 Members of Girlguiding Colneis can be given preferential rates for Girlguiding activities and these will need to be agreed with CDCHQ depending on the activity.

### 5 Payments

5.1 Payments must be made preferably via cheque made out to the CDCHQ (details on the booking form) within 14 days of booking.

#### Long Term Hire

5.2 Long term hires may only be granted for up to 6 months at a time. The renewal of long term hires is at the discretion of the CDCHQ Executive Committee.

5.3 Long term hires for weekends may only be granted for up to 1 month at a time. The renewal of long term weekend hires is at the discretion of the CDCHQ Executive Committee and may need to be adjusted to accommodate Short Term Hires.

### 6 Deposit and Retentions

6.1 A deposit of 50% of the total cost of the booking is required when booking. This is fully refundable if cancelled over a month in advance. 50% of the deposit will be refunded if cancelled within the 30 days of the booking date and there will be no refund if cancelled within 7 days of the booking date.

6.2 Regular Hirers will not be required to pay a deposit.

6.3 The CDCHQ Executive Committee, at its discretion, may waive the deposit for public organisations in lieu of an undertaking from the Hirer to reimburse the CDCHQ for any penalties that become due as detailed in section 7.

6.4 Refunds of charges, will be made within 14 days of cancellation and paid by cheque to the Hirer.

## 7 Penalty Charges

7.1 The Hirer will be charged for:

- loss or damage to property (see 12);
- additional cleaning the CDCHQ has to undertake which should have been done by the Hirer;
- other costs incurred by the CDCHQ as a result of any breach of contract by the Hirer.

7.2 An invoice for all penalty charges will be issued to the Hirer.

7.3 Where a penalty charge becomes due for a long term hire, the Hirer will be required to pay the charge before their next scheduled hire and the Hirer will not be permitted any further use of the CDCHQ until the payment has been received in full. If the payment is not received within 14 days, and the CDCHQ reserves the right to cancel any and all future bookings.

## 8 Cancellation

8.1 The CDCHQ Executive Committee reserves the right to cancel bookings if the CDCHQ is rendered unfit for the intended use.

8.2 In the event of any cancellation of the hiring no liability shall fall upon the CDCHQ, or any member of the CDCHQ Executive Committee, in respect of any loss sustained or expenses incurred by the Hirer, or any other person, as a result thereof.

8.3 In any event, and notwithstanding anything in this Agreement, the CDCHQ will not be liable to the Hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the Hirer in the event of cancellation of the function or termination of this Agreement by the CDCHQ.

8.4 If the Hirer cancels the hiring following a confirmed booking, the Hirer shall be liable to the CDCHQ for any costs, expenses and losses incurred by the CDCHQ. Depending on when the notice of cancellation is received, a percentage of the total hiring charge will be retained by the CDCHQ (see 6.1).

8.5 Cancellations will only be accepted in writing, and deemed effective upon receipt by the CDCHQ.

## 9 Food & Alcohol

9.1 Hirers agree to comply with food hygiene laws where food is being prepared for service. It is The Hirer's responsibility to verify that a hired caterer has all the relevant food safety standards certifications and submit copies thereof to the Bookings Secretary. No food is to be stored in the building, unless by prior agreement with the CDCHQ.

9.2 The service and/or sale of alcohol is strictly prohibited. Under the Licensing Act 2003 the CDCHQ is not licensed for:

- a) The sale of alcohol
- b) The provision of Late Night Refreshments
- c) The provision of Regulated Entertainment as defined in the Act

9.3 The Licensing Act 2003 makes provision for Temporary Event Notices (TEN) to cover the occasional small-scale ad-hoc event held in unlicensed premises. If a user is considering holding an event to be covered by a TEN, permission must first be obtained from the CDCHQ Executive Committee. The user will be totally responsible for all costs and for making the actual application.

## 10 Damages, Decorations & Advertising

**10.1** The Hirer shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

**10.2** The Hirer shall repay to the CDCHQ on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.

**10.3** The Hirer shall not display, and shall ensure that no other person displays, any advertisements relating to the hiring by affixing the same to or utilising the support of the exterior fence except with the prior written consent of the CDCHQ.

**10.4** No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of the CDCHQ.

**10.5** Posters or notices may be put up before or during any hire period using in-situ noticeboards. These must be removed at the end of the hire period.

**10.6** The Hirer may not use the name of Colneis Division Centenary Headquarters or CDCHQ in any way in connection with their business other than to specify the location of the event.

**10.7** The Hirer or their guests (whether invited or the members of the general public for open events) may not distribute any leaflets outside the CDCHQ without express permission from the CDCHQ.

## **11 Equipment & Electrical Installations**

**11.1** The Hirer shall ensure all tables and chairs are returned to the store cupboard, and stacked no more than 6 chairs high.

**11.2** All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The CDCHQ disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

**11.3** The CDCHQ shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.

## **12 Entertainment and Noise Levels**

**12.1** The playing of music or other entertainment shall be restricted to the inside of the building and must cease at 10 pm.

**12.2** It is The Hirer's responsibility to ensure that any outside entertainment company hired for the event is fully certified to operate and presents all current and accurate insurances and licences, including safety procedures.

**12.3** The Hirer is responsible for ensuring that their noise levels do not disturb other activities within the building or disturb local residents.

**12.4** If amplified sound is used, the CDCHQ reserves the right to dictate acceptable volumes.

**12.5** The Hirer must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties.

## **13 Waste**

**13.1** The Hirer shall ensure all areas, including the surrounding land, are clean and free of litter. All waste must be emptied from the internal bins and placed in the appropriate bin outside the external kitchen door.

## **14 Cleaning**

**14.1** At the completion of the Hirer's activity all floors must be swept; tables, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state, and that the toilets and kitchen have been inspected.

**14.2** The Hirer will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately and any breakages logged in the accident book located in the kitchen.

**14.3** The Hirer will ensure that no food has been left in the kitchen, unless by prior agreement with the CDCHQ.

**14.4** Where cleaning of the hall is not to the CDCHQ's satisfaction or any damage has resulted from the cleaning, the Hirer will become liable for any additional costs incurred by the CDCHQ.

**14.5** Any property or goods belonging to the Hirer remaining in the CDCHQ or on the land after the termination of the booking period will be disposed of at the discretion of the CDCHQ.



## 15 Security

**15.1** All doors and windows must be secured at the end of the use and the external gates to the Guide land and the CDCHQ Building secured with the supplied padlocks.

**15.2** Keys for the building may be collected or will be delivered to the hirer either on the day of the booking or the evening beforehand. They must be returned no later than 24 hours after the booking. Under no circumstances should spare keys be cut for use by the Hirer.

**15.3** Long term Hirers will be required to sign a document on the appropriate use, security and returning of keys.

## 16 Health & Safety

**16.1** Hirers, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available on request.

**16.2** The Hirer or Responsible Person is responsible for complying with the Fire Safety Order, including deciding the maximum capacity of the building for the purposes for which it has been hired (the CDCHQ Executive Committee suggest a maximum of 75 people).

**16.3 NO SMOKING** -It is illegal to smoke anywhere in the CDCHQ and the outside area and land is a designated no smoking area at all times.

**16.4** There shall be no unguarded naked flames (ie candles) used within the building, with the exception of birthday cake candles.

**16.5** All fire, other exits, and other passageways are to be kept free from obstructions at all times.

**16.6** Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.

**16.7 No unsupervised children to be allowed in the kitchen area.**

**16.8** The external kitchen door must not be used as a general entrance into the building.

## 17 Safeguarding

**17.1** The Hirer is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.

**17.2** The Hirer must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines.

## 18 Insurance

**18.1** The Hirer must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made, and shall confirm that they hold Public Liability (Third Party) insurance of at least £1 million on any one accident. The CDCHQ's own insurance will under no circumstances cover any liability for the hirer or anyone on the hirers' behalf.

**18.2** Long term Hirers who have permission to store property and equipment in the CDCHQ Building, must obtain their own contents insurance to adequately cover all liabilities. The CDCHQ's own insurance will under no circumstances cover any liability for the hirer.

## 19 Indemnity

**19.1** The Hirer agrees to accept full responsibility and indemnify and keep indemnified the CDCHQ against any action, claim or demand whatsoever which arises or may arise as a result of the hire.

**19.2** The Hirer agrees to accept full responsibility and indemnifies the CDCHQ for the loss, damage or theft of any equipment, property or personal belongings.

**19.3** The Hirer fully indemnifies the CDCHQ of all responsibility for any safeguarding issues which arise during the hire.

## 20 Emergency Procedures

**20.1** The Hirer must comply with the CDCHQ's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to the CDCHQ until permission has been obtained from the CDCHQ Executive Committee.

**20.2** In the event of a fire, the emergency services shall be informed by calling 999 and one of the key holders notified (Contact details on?)

