



## Booking Terms and Conditions

### 1. Definitions

#### 1.1 In this Booking Agreement:-

“Centre” - Granttown YMCA Community Centre

“Hirer” - the person, company or organisation named in the Booking Form

“Centre Co-ordinator” - the person holding the position of Centre Co-ordinator for the time being or any other person acting under their specific authority

“Booking Form” - the document or online form setting out the terms of the Booking

“Booking” - the Agreement between the Centre and the Hirer for a specific booking or series of bookings as specified in the Booking Form

“Facilities” - those parts of the Centre to be made available to the Hirer in accordance with the Booking

“Hire Charge” - the total cost payable by the Hirer to the Centre for the use of the Facilities including any additional equipment and catering services provided

“Event” - the activity or activities carried on by the Hirer in the Centre relevant to the Booking

#### 1.2. These Terms and Conditions will form part of the Contract together with any other terms stated in the Booking Form. **Specific attention is drawn to Clause 4 relating to cancellation**

### 2. Charges & Payment

2.1 The Booking will be only for the space(s) or room(s) specified in the Booking Form and the Hirer will not be permitted to access any other part of the Centre or use any other Facilities provided by the Centre

2.2 In the event that after receiving a confirmed Booking the Hirer wishes to hire additional space or Facilities then a separate additional Booking will be required

2.3 Save where the Booking is for a series of regular weekly Events a Deposit (‘the Preliminary Deposit’) of 10% of the total Hire Charge will be payable when the completed Booking Form is returned to the Centre

2.4 The balance of the Hire Charge is payable on delivery of the final Invoice.

2.5 A further deposit (‘the Security Deposit’) of £50.00 may be payable by the Hirer in addition to and at the same time as the balance of the Hire Charge is paid in accordance with clause 2.4.

2.6 A charge (‘Penalty Charge’) will be levied in the event of one or more of the following occurring:

2.6.1 any damage caused to the Centre

2.6.2 any unauthorised use by the Hirer or any person or persons attending the Event of any additional space or Facilities in the Centre other than that provided for in the Booking

2.6.3 any lighting or heating left on in the Centre following conclusion of the Event

2.6.4 the Centre being left in a condition of undue, excessive, unacceptable or noxious mess following conclusion of the Event

2.6.5 the number of people attending the Event exceeds the limit specified for the room space or Facility booked

2.7 The Penalty Charge shall be deducted from the Security Deposit and any balance shall be repaid to the Hirer by the Centre within 7 days of the conclusion of the Event

**2.8** If the Booking is for a series or a number of separate individual events then the Centre Co-ordinator shall inspect the Centre and the Facilities used by the Hirer after each such separate or individual event and if appropriate deduct the Penalty Charge from the Security Deposit held In the event of such Penalty Charge being levied the Hirer will immediately pay to the Centre such sum as will be required to re-instate the Security Deposit in full

**2.9** Payment of all costs and charges due under this Agreement may be paid by BACS. Payments made by cheque payable to 'The Grantown YMCA Community Centre' is also acceptable.

### **3. Confirmation by the Hirer**

**3.1** All Bookings are provisional until a completed Booking Form signed by, or on behalf of, the Hirer together with the Preliminary Deposit if required, or if appropriate the total Hire Charge, are received by the Centre Co-ordinator and acknowledged by the Centre.

**3.2** On receipt of the documentation and payment referred to in Clause 3.1 above, the Facilities and other services will be reserved on behalf of the Hirer.

**3.3** Final details of the Event its timings the number of people attending menus and any special requirements must be notified to the Centre Co-ordinator in writing not less than 5 working days prior to the Event.

### **4. Cancellation**

**4.1** The Hirer may cancel the Booking without charge at any time up to 30 days prior to the date of the Event and in such circumstances the Centre will immediately refund to the Hirer all or any sums paid by the Hirer to the Centre

**4.2** In the event of cancellation by the Hirer less than 30 but more than 7 days prior to the date of the Event the Centre will charge 50 % of the Hire Charge

**4.3** In the event of cancellation by the Hirer less than 7 days prior to the date of the Event the Centre will charge 100 % of the Hire Charge

**4.4** For the purposes of this Agreement any postponement of the Event will be treated as a cancellation.

**4.5** In the event of any such cancellation or postponement of the Event the Centre will make all reasonable efforts to re-sell the Facilities and should the Centre be successful in such re-selling then credit will be given to the Hirer for the total Hire Charge received for such re-sold event when calculating the sums, if any, due from the Hirer in accordance with Clauses 4.2 and 4.3 hereof.

**4.6** The Centre reserves the right to make amendments to the booking and to offer alternative facilities without prior notice any such alteration or amendment to the booking will not relieve the Hirer of the obligation to make payment of the hire charge.

### **5. Indemnity**

**5.1.** The Hirer agrees to pay all or any loss suffered or liability incurred by the Centre as a result of the actions of the Hirer or any person or persons attending the event. And further agrees to indemnify the Centre against all losses, costs, charges, expenses, fines and impositions however incurred by the Centre as a result of the actions, neglect, negligence or omission of the Hirer or any person or persons attending the event which shall include but shall not be limited to the amount of the security deposit.

**5.2.** In the event that any damage to the Centre however caused by the Hirer or any person or persons attending the event results in the Centre or any facilities being unavailable for hire until all necessary repairs have been carried out the Hirer will pay the Centre in full for all or any loss of revenue or income for such period until the Centre and the facilities become available for hire.

## **6. Miscellaneous**

- 6.1.** The Hirer will have sole responsibility for the administration and organisation of the Event subject to the Centre's overall administration of the Centre.
- 6.2** By completing the Booking Form the Hirer, if necessary hereby acknowledges and confirms the following:
  - 6.2.1** that they have in place as at the date of the Booking a valid Public Liability Third Party and/or appropriate Policy of Insurance;
  - 6.2.2** that they have in place as at the date of the Booking a substantive Safeguarding Policy and that a copy of the same will be made available to the Centre on request;
  - 6.2.3** that all Leaders and persons responsible for conducting the activities carried out during the Booking have where appropriate been fully Disclosed
- 6.3.** The Centre shall be vacated immediately at the end of the Event and the Centre will not accept responsibility for any property remaining in the Centre at the end of the Event.
- 6.4.** The Hirer is responsible for ensuring that the Facilities are left in the condition they were in at the beginning of the Event, all lights and other electrical equipment are switched off and the doors locked.
- 6.5** The Hirer will be responsible for providing all cleaning materials and equipment
- 6.6.** The Hirer will take home all their general waste and recycling. Please do not fly tip into our neighbours bins.
- 6.7.** The Centre accepts no responsibility for any technical difficulties with any audio visual equipment brought into the Centre by the Hirer and the Hirer shall be responsible for the insurance and proper functioning of any equipment brought into the Centre in respect of all of which there must be an up to date PAT test.
- 6.8.** The Hirer will not permit smoking by any person within the Centre.
- 6.9.** The Hirer may fix light posters/banners to the walls, floors or ceiling by using blue/white tack or command hooks. The Hirer must remove any residue after use.
- 6.10** The Hirer and all persons attending the Event are required to comply with all statutory health safety and fire regulations and with any general instructions issued.
- 6.11.** The Centre will accept no responsibility or liability for the loss of or damage to personal effects belonging to the Hirer or any person or persons attending the Event.
- 6.12.** The Hirer will not allow any gambling at the Event unless specifically authorised by the Centre Co-ordinator in advance and except in accordance with the Betting Gaming and Lotteries legislation.
- 6.13.** The Hirer will not sell alcoholic beverages during the event unless the appropriate licence has been obtained and a copy provided to the Centre Co-ordinator.
- 6.14.** The Hirer will not do anything to prejudice any entertainment licence in relation to the Centre
- 6.15** The Centre reserves the right to revise alter or amend these terms and Conditions from time to time and if appropriate will advise the Hirer of any such revision alteration or amendment within a reasonable time of their being made

## **7. Force Majeure**

If the Event cannot be held because of the inability of the Centre to make the Centre available due to any cause beyond its control the Centre will make a full refund to the Hirer of all monies paid but will not be liability for any loss whether direct or indirect suffered by the Hirer as a result of the cancellation of the Booking.