



KETLEY COMMUNITY CENTRE

TERMS & CONDITIONS OF HIRE

1. APPLICATIONS

Applications will not be considered from persons under 18 years of age or where not submitted on the Booking Form. An application shall not be considered to have been accepted until an invoice and a Centre User Booking Summary sheet issued by Ketley Community Centre on behalf of Ketley Parish Council who operate the Centre. The Council reserves the right to refuse any application.

2. CHARGES

The Room Hire charge and other costs shall be in accordance with the scale of charges set by the Council prevailing at the time of booking and will be as detailed on your booking form and invoice.

3. PAYMENT

(i) One off events

- (a) the Centre User is required to sign a Booking Form which contracts the User to the Terms & Conditions of hire including payment. An invoice will be generated upon receipt of a completed Booking Form.
- (b) a booking will not be secured however until a non-refundable deposit of £25.00 has been paid to the Parish Council. The balance of the Hire Charge must be paid in full at least one week prior to the event.
- (c) a damage deposit of £25.00 is to be paid in addition to the hire fee which is returnable within one week of the event taking place subject to inspection (ie. no damage is incurred and the room is left clean and tidy).
- (d) where bookings are made within 14 days of the hire date the full hire charge must be paid before the booking is accepted, together with £25.00 damage deposit as in (c).
- (e) payments can be made directly into the Ketley Parish Council bank account (preferred) or alternatively payment will be accepted by cheque made out to the **Ketley Parish Council**. Cash payments must be personally handed to a member of staff during office hours (Monday – Friday 10:00am – 4:00pm) and a receipt retained as proof of payment. Cash **will not** be accepted outside of normal office hours.

(ii) Regular and weekly/monthly events

- (a) the Centre User is required to sign a Booking Form which contracts the User to the Terms & Conditions of hire including payment. An invoice will be generated upon receipt of a completed Booking Form.
- (b) a booking will not be confirmed however until payment of the first month's Hire Charge has been made in full at least one week prior to the date of the first event.
- (c) thereafter the Centre User will receive invoices monthly and payment is required on receipt.
- (d) payments should be made directly into the Ketley Parish Council bank account or alternatively payment will be accepted by cheque made out to the **Ketley Parish Council**. Cash payments can only be made during office hours (Monday – Friday 10:00am – 4:00pm) and a receipt retained as proof of payment. Please note that cash **will not** be accepted outside of normal office hours.

4. CANCELLATION & TERMINATION

(i) By Centre User

- (a) the Centre User must give written notice of cancellation or termination of contract to the Council at the address where the booking was made or by email to contact@ketleyparishcouncil.co.uk
- (b) in the case of one off events, the deposit of £25.00 is non-refundable and where cancellation is made within one week of the event, the full hire charge is due and payable by the Centre User. Any refund of part or full payment of the balance made prior to the cancellation is at the sole discretion of the Parish Council.
- (c) for weekly/monthly events where cancellation of a regular booked date is made within 48 hours, the full hire charge is due and payable by the Centre User. Where cancellation is within 24 hours, the Centre User must also telephone the office on 01952 612035 to ensure the written notice has been acknowledged.
- (d) termination of a contract by a regular Centre User will not be accepted unless payment up to date has been made in full.
- (e) the Centre User will be considered to have cancelled their booking if the balance of payment plus damage deposit has not been made in full at least one week prior to their event or failed to pay an invoice within the agreed terms.

(ii) By Ketley Parish Council

- (a) the Council reserves the right to terminate any room hire contract, booking or agreement by giving notice in writing to the Centre User. Any payments made by the Centre User for events after the termination date will be refunded in full unless resulting from misuse by the Centre User.

5. SUB LETTING

The Centre User is not permitted to re-hire or sub-let the room(s), equipment or other facilities.

6. DAMAGE, LOSS OR ACCIDENT

- (a) The Parish Council is not liable for loss due to failure of supply of electricity, leakage of water, fire, Government restriction or Acts of God, which may cause the Community Centre to close or the hire to be interrupted or cancelled.
- (b) Where damage has occurred as a result of and during the period of hire by the Centre User, the damage deposit of £25.00 will be set against the cost incurred by the Parish Council and where the cost of making good any damage to or loss of furniture, carpets, furnishings and fittings or any article owned by the Council exceeds £25.00 the Centre User will be liable for the cost.
- (c) The Centre User shall indemnify the Parish Council against all liabilities, claims, costs or demands in respect of personal injury and/or loss or theft of property and/or damage to property howsoever arising from the hiring of the Community Centre.
- (d) The Parish Council does not accept any responsibility for the loss of or damage to any car or other vehicle which in connection with the course may be brought or left within the car park.

7. HEALTH, SAFETY AND BEHAVIOUR

- (a) The Parish Council is not liable for risks associated with Health and Safety beyond their statutory responsibilities for the premises. The Centre User is responsible for Health and Safety risks associated with the behaviour of the users of the premises and any risks that arise as a result of the activities undertaken.
- (b) There are three (3) first aid boxes located at the Centre, one in each kitchen and another in the main Reception. In the event of an emergency please dial 999.
- (c) The Centre User is responsible for the safeguarding of any young people or vulnerable adults within their group and ensuring that any persons providing training, equipment or entertainment has the relevant qualifications and insurances in place.
- (d) The Centre User shall carry out and observe all instructions issued by the Council regarding precautions to be taken to safeguard the premises from damage from fire, or other cause and to prevent injury to persons or property and shall ensure that fire exits are not impeded nor any firefighting appliance is tampered with, removed or used for any purpose other than for firefighting.

- (e) The Centre User must sign in and out at Reception on the register which will be used in the event of an evacuation. The Centre User must ensure that fire exits and routes are not blocked and fire exit doors are kept closed. If the fire alarm bell rings, the Centre User is responsible for ensuring their group evacuates the Centre and proceeds to the Assembly Point where the register will be taken.
- (f) The Centre User must ensure that no car or other vehicle is parked in any unauthorised position and that speed limits and the one way system is adhered to by users of their event.

8. FACILITIES HIRED

- (a) Only those room(s), facilities and equipment previously agreed may be used by the Centre User.
- (b) Unless the Centre User has paid an additional charge for Centre staff to set up the event and / or clear down after the event, then the Centre User is liable to carry out this work as part of their booking.
- (c) The Centre User must then ensure that the premises are cleared of members of the public, all furniture is replaced in its original position and the room(s) and facilities left in a tidy and orderly condition with all rubbish removed at the end of the period of hire.
- (d) The Centre User shall comply with all reasonable requests of the Council at all times in connection with the premises and the user during the period of hiring.

9. CATERING

- (a) The Centre User is not permitted to sell or allow to be sold in the Centre any excisable liquor refreshments (alcohol), tobacco or goods of any description without the prior consent in writing of the Council.
- (b) Fully equipped kitchens are available for hire with certain room bookings as detailed in the current tariff of charges.
- (c) Food may be bought into the Centre but the User is not permitted to sell or allow food to be sold on the premises without the prior consent in writing of the Council.
- (d) The Council accepts no liability for food allergies or other ill effects resulting to users who have consumed food or drink provided or organised by the Centre User.

10. PROMOTION/PUBLICITY IN CONNECTION WITH HIRE

- (a) Decorations or notices (external or internal) cannot be displayed on the noticeboards without the express permission of the Council. Where approval is given, no nails or screws shall be driven into any part of the Centre and no electric cables or lights or alterations made in the arrangements of the Centre except with the approval of the Council and such approval shall be subject to the conditions the Council may specify.
- (b) Under no circumstances are decorations, notices or other such items to be attached to the frontages of acoustic boards (HALL and ART ROOM)

11. NOISE

- (a) Noise levels within the Centre shall be subject to any reasonable restriction imposed by the Council within its sole discretion.
- (b) There is a noise limiter in use at the Centre and Users are advised that the electricity will automatically cut out if the volume goes above the maximum permitted within a residential area.
- (c) Centre Users are respectfully requested to be courteous to the local residents when arriving, leaving and using the Centre and keep noise levels to a minimum. Where a complaint is received by the Council as a result of noise or other anti-social behaviour arising out of the period of hire, the damage deposit will be forfeited.

12. REGULATIONS/LICENCES

- (a) The Parish Council has a premises licence as follows:
Late night refreshments – Friday and Saturday until 12 Midnight. All other activities including music – Monday to Thursday 08:30am – 11:00pm, Friday and Saturday 08:30am – 12 Midnight, Sunday 09:30am – 10:00pm
- (b) The Centre User shall observe all regulations and all conditions of all licenses which apply to and are in force at the Centre and in particular but not exclusively the Public Entertainment Licence.
- (c) Where a late licence is requested (Friday or Saturday only until 01:30am), the Centre User must apply to the Council and where granted pay the additional associated charges.

13. SMOKING

The Council prohibits smoking and the use of electronic devices in any part of the Centre at any time and will immediately exclude from the Centre any person who contravenes this matter. A Smoking Shelter is provided at the rear of the building and bins should be used to dispose of cigarette ends and other such litter.

14. ELECTRICAL EQUIPMENT

(i) Equipment owned and provided by the Council

- (a) It is the duty of the Centre User to ensure that electrical equipment owned by the Council and used by themselves, persons attending or supplying a service to, or at the function is fit for the purpose intended and is used in a safe and proper manner.
- (b) Where electrical equipment is hired from the Centre for your event, the Centre staff will ensure the items are within the room or facility hired but will not set up, operate, dismantle or remove these items unless the appropriate payment has been made.
- (c) Use of the Centre's kitchen equipment is not permitted unless the relevant hire charge has been paid to the Centre as part of room hire.

(ii) Equipment owned and provided or organised by the Centre User

- (a) It is the responsibility of the Centre User to ensure that electrical equipment which is either owned and provided by themselves or where the Centre User has engaged a third party to provide such equipment (eg. bouncy castle or disco) is fit for the purpose intended and is used in a safe and proper manner.
- (b) Centre Users are advised to satisfy themselves that persons engaged by them are aware of the Electricity at Work Regulations 1989 (as amended) and that electrical equipment has been tested by an approved registered electrical contractor.
- (c) The Council is not liable for any loss, damage, injury or accident that may arise from the use of the Centre Users own or third party equipment and the Centre User is strongly advised to ensure that any third party contractor has the relevant insurances in place.
- (d) Centre staff will not assist with any handling, erection, assembly, operation, maintenance or repair, dismantling or removal, of any electrical equipment not owned by the Council.

15. DEFINITIONS

In these Conditions:

- (a) "The Centre" means the Ketley Community Centre, Holyhead Road, Ketley, Telford TF1 5AN
- (b) "The Council" means Ketley Parish Council, the Parish Clerk or any member of staff employed by the Council.
- (c) "The Centre User" means the person making the booking agreement with the Council whether in person or on behalf of any organisation.