



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

## TERMS AND CONDITIONS OF HIRE

This Agreement is made between the Hirer and the Venue.

The parties agree that the hiring will be carried out in accordance with this Agreement.

### 1. Definitions and Interpretation

- **The Venue** - Badger Farm Community Centre, Badger Farm Road, Winchester, SO22 4QB
- **The Hirer** – the person or organisation as set out on the Request for Hire
- **The Premises** – the Battery/Bushfield/Clarendon/Warren/Whiteshute rooms as well as the Garden and Courtyard areas and kitchen at Badger Farm Community Centre, Badger Farm Road, Winchester, SO22 4QB.
- **Management**– The Centre Manager of Badger Community Centre and the Executive Committee of Badger Farm & Oliver's Battery Residents Community Association
- **Hire Charge** –the hire charge the Hirer is required to pay to the Venue as set out on the Invoice(s), including any charges that may be made in respect of equipment hired, services provided and other additional charges.
- **Security Deposit** – is a refundable deposit to be paid with the balance of the Hire Charge
- **The Total Amount Due** – the hire charge and security deposit.
- **The Period of Hire** –the period set out in the Confirmation of Hire, **this is inclusive of set-up and tear down time**. The minimum hire period is one hour (except by express exceptional agreement with Management).
- **Hire Date** – the first date of the period of hire. In the case of regular bookings it is the first date included in the monthly invoice
- **Request for Hire** – the Booking Form or such other electronic or written requests to book the premises
- **Confirmation of Hire** – such intimation of the date and times of hire requested by the hirer and confirmed as booked by the Venue

### 1. Use of Premises

- 1.1. The Hirer shall not use the Premises for any purpose other than that described on the Request for Hire and shall not sub-hire or use or allow the Premises to be used for:
  - 1.1.1. Any political rallies or demonstrations.
  - 1.1.2. For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
  - 1.1.3. For functions attended by people whose presence may cause civil unrest or division within the community.
  - 1.1.4. To an organisation or individual which has been banned by law.
  - 1.1.5. Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 1.2. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:
  - 1.2.1. That such events may be contrary to the interest of the general public or contrary to any law or Act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

1.2.2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.

## 2. General Conditions

- 2.1. The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight, except by express agreement with the Management. The Venue accepts no responsibility for goods or belongings left on the premises.
- 2.2. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Management) are displayed or offered for sale on the Premises.
- 2.3. Any items deemed to be of an offensive or inappropriate nature by the Management shall be removed from display or sale immediately on the request of the Venue.
- 2.4. Smoking and/or vaping is not permitted in the Building or Courtyard area. The Hirer shall ensure there is no smoking or vaping in those areas.
- 2.5. NO SMOKE MACHINES OR PYROTECHNICS are to be used on the premises AT ANY TIME as they may set off the fire alarms and automatically call out the Emergency Services which will incur a penalty charge on the hirer.
- 2.6. No animals are permitted in the Venue (except guide dogs or other assistance animals) other than by express agreement with the Management.
- 2.7. If balloons, and in particular helium balloons, are used during your booking these must all be deflated and disposed of at the end of your event. In the event of the security alarm being activated when the building is unoccupied as a result of balloons left on the premises a charge of £70 will be made.
- 2.8. The Hirer must not before, during or after the period of their hire cause nuisance or annoyance to neighbouring occupiers nor cause excessive noise. The Hirer will indemnify the Venue for all losses and expenses caused in the event of their failure to comply with this requirement.
- 2.9. Access to rooms before the booked time **cannot be guaranteed** and **must** be made by prior arrangement with the Bookings Secretary. An additional charge may be levied.
- 2.10. Use of the garden areas **must** be made by prior arrangement with the Management.
- 2.11. The Hirer is expected to get out any equipment.
- 2.12. The Hirer is expected to clean and put away any equipment used within the period of their hire. Failure to do so may incur a charge.
- 2.13. The hirer will be legally responsible for any damage, howsoever caused by the hirer or associated attendees, to the Venue and property during the period of hire.
- 2.14. In the event of the Hirer not vacating the premises by the end of their period of hire a charge of up to double the maximum hourly hire charge for the premises may be made or the full forfeiture of the security deposit, whichever is the greater.
- 2.15. The Management, their Representatives or staff have the right of entry at all times without notice.
- 2.16. The Hirer must be over 21 years of age and is **personally** responsible for the good behaviour and safety of their staff, guests, visitors and attendees, and must ensure that they observe the relevant rules of the Centre, Licensing Laws, local byelaws and conditions of hire as applicable.
- 2.17. The decision of the Management shall be FINAL in all respects and this includes the right to:
  - 2.17.1. On regular bookings, give 14 days' notice if the room is required for another event.
  - 2.17.2. Cancel any booking due to unforeseen circumstances without being liable to costs
  - 2.17.3. Refuse admission.
  - 2.17.4. Reduce the noise level.
  - 2.17.5. Decline any single booking.



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

2.17.6. Require the hirer to leave the premises on any deemed infringement of the Conditions of Hire.

## 3. Payment and Amount Due (All Hires)

- 3.1. The Hirer shall make payment of the total Amount Due within 7 days of the date of the invoice. Payment in full must be made at least 14 days before the commencement of the hire.
- 3.2. A penalty charge of £10 per week may be payable on any late payment at the discretion of the Venue
- 3.3. The details of the total Amount Due are set out in the Invoice(s).
- 3.4. The Venue updates room hire charges from time to time. The Venue will give 28 days' notice of any increase in the hire charges.
- 3.5. Concerns regarding pricing should be addressed within 7 days of the booking confirmation issued by the Venue.

## 4. Payment and Amount Due (Single Bookings)

- 4.1. A 25% deposit of the hire charge is payable at the time of confirmation of the booking and *is not refundable*.
- 4.2. Payment of the balance of the total amount due must be made at least 28 days before the hire date and within 7 days of the issue of invoice(s).
- 4.3. If the booking is cancelled within 28 days of the function, the full hire charge will be charged.
- 4.4. A refundable security deposit (**charge to be advised by the Venue at the time of confirmation of booking**) is to be paid with the balance of the hire charge. This will be returned after the accommodation is used **except where a nuisance or loss is incurred by the Venue and/or is otherwise specified in this agreement**, for example when:
  - 4.4.1. Damage occurs to the Community Centre for which the Venue incurs an expense in repairing;
  - 4.4.2. The premises are not left in a clean and tidy condition to the satisfaction of the Management or its employees;
  - 4.4.3. The premises are not vacated by the allotted time;
  - 4.4.4. Any anti-social behaviour is reported.In any event, the decision of the Management Committee on whether the deposit is to be returned is final, and is not limited to the exceptions listed above.

## 5. Payment and Amount due (Regular Bookings)

- 5.1. Hirers will be required to pay in advance the fee for the periods booked.
- 5.2. All invoices must be paid within 7 days of issue
- 5.3. It is the responsibility of the hirer to ensure that the fee is paid to the Venue *in advance* rather than waiting for a demand.
- 5.4. In the event that the fee is not received by the due date, the Venue reserves the right to prevent the hirer from entering the accommodation i.e. the doors to the room will be kept locked.
- 5.5. Excess hours may be charged at double rate.
- 5.6. If the Excess hours delay lock up of the premises, then a charge for the additional lock up time may be made
- 5.7. For *regular bookings only*, refunds for cancellations or partial cancellations are subject to 10 working days' notice. Otherwise, if the accommodation is not used or only partially used during the hiring period no refund will be made.



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

## 6. Maximum capacity

6.1. The Hirer will not exceed the maximum capacities for the Premises.

The maximum capacities are as follows:

- Battery Sports Hall 180 (seated) people,
- Bushfield 70 (seated) people,
- Warren 30 (seated) people,
- Clarendon 60 (seated) people,
- Whiteshute 50 (seated) people.

## 7. Food and Drink

7.1. The Hirer shall if preparing, serving or selling food comply with all health and hygiene legislations and regulations and shall supply copies of all Food Hygiene Certificates or such other licences as may be legally required to the Venue at least 14 days before the Hire Date.

7.2. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

## 8. Licences & Copyright

8.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

8.2. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Management.

8.3. The Hirer shall be responsible for obtaining all relevant licences in the event they are serving alcohol. Evidence of such licences shall be provided to the Management at least 14 days prior to the event.

## 9. Children and Vulnerable Persons

9.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

9.2. The Hirer shall ensure that where an event involves activities aimed predominantly at vulnerable persons they have appropriate safeguarding policies and procedures in place.

9.3. The Venue does not hire out rooms for parties for the age range 16-21, unless in exceptional circumstances at the Management's discretion.

9.4. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen

9.5. All users of the Centre are reminded that children **must be** supervised at all times when on the Centre premises. This explicitly includes the garden area outside of the Bushfield and Warren Rooms and the play area outside the Whiteshute Room and the Battery Hall.

## 10. Insurance

10.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective staff, volunteers or agents.

- 10.2. The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use of the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue not less than 14 days before the first date of the Period of Hire.
- 10.3. With regard to Public Liability Insurance hirers should check if their House insurance covers their hire and, in the event it does not, obtain such Public Liability Insurance.

## 11. Data Protection

- 11.1. Personal data supplied on the Room Hire Booking Form will be held and will be used by the Venue in accordance with the current data protection legislation and guidance for management, planning and in the provision of hire services by the Venue and will not be shared with any other bodies.

## 12. Advertising

- 12.1. No advertising shall be displayed at or on the Premises (internally or externally) without the permission of the Management. In particular this applies to the external walls of the building, garden and courtyard areas.
- 12.2. Any artwork or other advertising for the event must be approved by the Management.
- 12.3. A discretionary charge of up to £50 may apply where the Hirer fails to comply with clauses 12.1 and 12.2

## 13. Fire and other Emergency Procedures

- 13.1. The Hirer is required to be aware of the escape routes in case of an emergency. On the sounding of the alarm, hirers and their members are to leave the building by the nearest safe exit, all of which are clearly marked, and assemble in the car park next to the doctors' surgery. Where appropriate, a roll call is to be taken to ensure that everyone in the group has left the building. The hirer is to report to the responsible person present that everyone has been accounted for.

## 14. Further General Terms

- 14.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 14.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 14.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 14.4. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

## NOTE:

The Management Committee has a policy to try and ensure that the Centre is used for the purpose of offering a wide range of facilities for the benefit of the Community. It may, therefore, be necessary from time to time to either not renew existing arrangements or to rearrange regular lettings to accommodate new



# Badger Farm & Oliver's Battery Residents' Community Association

Registered Charity No. 279592

users. The Committee cannot, therefore, guarantee that hirings will be automatically renewed but will, where such situations arise, consult with those affected.

## **COMPLAINTS PROCEDURE:**

Any complaints should be made to the Management.