



Terms and conditions for Community Space Bookings

*Please carefully read these Terms and Conditions for the booking of Community Spaces at Appleby Blue Community Centre (ABCC) as they provide important information about your booking, payment, cancellation and termination of booking, in addition to general rules ensuring the safety of users, residents, staff and other parties in the building. By returning a signed copy of our **Community Space Booking Form** you are agreeing to comply to our **Terms and Conditions**.*

1 General booking conditions

These terms and conditions form the basis of the booking agreement between the Hirer and United St Saviour's Charity (USTSC or "the Venue" or "the Charity"). USTSC will not enter, accept or sign any third party's terms and conditions. The terms and conditions will not be varied except in writing and agreed by both parties.

1.1 Booking confirmation: All bookings are provisional until the signed Booking Form is returned and approved by the charity. Deposits, where required, must be paid in advance.

1.2 Refusal of bookings: USTSC aims to prioritise bookings that have a natural and beneficial fit with the residents at ABCC. The Charity reserves the right to refuse bookings where we believe the use will cause unacceptable noise and disturbances to our residents or residential neighbours, especially at weekends. Or, if the hirer is likely to cause distress to others by holding and purporting views that, in our opinion, are discriminatory or intolerant of others, have a risk of public disorder or of alienating the Charity's beneficiaries or supporters.

1.3 The venue and additional services requested may only be used for the purpose(s) for which they are hired. Use of the spaces detailed on the Space Booking Form does not imply any right to use any other part of the building (especially the residential zones), for deliveries, storage or other access unless agreed with the Venue in writing before the event.

1.4 Booking hours: USTSC hires its spaces between 9:00am and 22:00pm, except on Saturdays, when it's available from 10am to 20:00pm.

1.5 Guest Supervision: Guests must be supervised when passing through resident-only areas, and residents' privacy must be respected. Children under 18 should be always supervised by an adult. The building must never be left unattended by the main booking contact during your hire period.

1.6 Cancellation policy: If you cancel less than 14 days before the event, the charity will retain 100% of the deposit. If up 30 days before the Charity will retain 50%.

1.7 Booking termination: The venue reserves the right to cancel/terminate any booking before or during an event if it breaches Fire, Health and Safety or any of USTSC's own policies or is in any way deemed unsafe for Appleby Blue residents, users, staff, volunteers or public. The venue reserves the right to terminate any booking before or during an event if the Venue's staff, volunteers, Appleby Blue residents, other users and the public is being threatened, verbally or non-verbally abused, or in any way feel at risk. The Venue will operate a "zero tolerance policy" for use of racist, sexist, homophobic or any form of demeaning and discriminatory language by the Hirer, guests/people or agreed 3rd party contractor attending the event.



1.8 Force majeure: If, due to an event beyond our control, the venue (in its opinion) is unable to fully or partly perform its obligations to the Hirer, the Venue will cancel the space booking and promptly notify the Hirer accordingly. In this instance, neither party shall be liable.

2. Space hiring, equipment hiring and additional services

2.1 Space hire: Shortly after accepting the booking, the Venue will send to the hirer's email address a proforma Invoice for the full cost of hire; this is a preliminary invoice and not valid for VAT purposes. To secure the space booking, payment of the stated deposit must be made within 10 days. A space booking can only be reserved for 10 days after the issue of a proforma invoice.

2.2 Equipment hiring: The hiring of equipment or items should be clearly stated on the space booking form or communicated to the booking team, as those additional costs will be factored into the booking fee. There is scope to hire or use equipment not stated on the booking agreement (dependent on availability), but costs will be added to the hirer's final invoice.

2.3 Supervision: Unless agreed in advance, all bookings will normally require a member from the charity's team to be present throughout.

2.4 Damages: The venue reserves the right to ask for a damage deposit and will agree amount on a case-by-case basis depending on the activity taking place. The costs of making good to any damage caused by the Hirer to the premises, furniture and equipment will be charged in full to the Hirer. The venue will also charge the client for any other costs incurred for the venue or other parties by the client, for example, call out charges from the fire brigade or security call outs etc.

3. Payments and cancellations

3.1 Payments: Should be made to United St Saviour's Charity ideally by bank transfer. Bank details can be found at the bottom of every proforma invoice.

3.2 Purchase Order: If your organisation requires a Purchase Order for your finance team to process payment, please ensure you state this on the Space Booking form.

3.3 Deposit payment: The Hirer will not be permitted to use the venue unless the charity has received the agreed deposit.

3.4 Non-payment: In case of non-payment the charity will take appropriate actions to recover the debt, including referral to the debt collection services and shall be entitled to recover all costs, interests, damages and legal expenses (on a full indemnity basis) from the Hirer concerned.

4. Contracted access

4.1 Limited access: All areas or rooms within the venue to which Hirer has been granted access, including agreed time, are detailed on the **completed booking form..**

4.2 Booking period: The Hirer must arrive and vacate the space by the agreed time, as stated on the Booking Form. The Hirer will be charged for additional time at the standard hourly hire rates. In the event of unauthorised overrunning (after initial verbal warning from USTSC's staff) the Venue retains the right to interrupt the Hirer and stop the event.



5. Use of Spaces

5.1 Space(s) setup: The Venue will setup the space based on details confirmed in the Space Booking Form. Unless agreed in advance, significant changes to the layout/setup on the day of the event would be the responsibility of the Hirer. The Venue will always help where we can.

5.2 Amendments to Space(s): You must obtain prior permission to use a sound/PA system, lighting, or attach anything to the ceilings, walls, floors, furniture, or furnishings.

5.3 Electronic equipment: Where the Hirer is providing their own electronic equipment, the Hirer must ensure that all equipment has been Portable Appliance Tested (PAT tested) before use. The Venue reserves the right to forbid the use of any equipment not PAT tested and ask for inspection records.

5.4 The Venue reserves the right to refuse the use of any equipment and property if it breaches the Fire, Health and Safety, or any other regulation, legislation, USTSC's own policies or in any way deemed unsafe for the Appleby Blue resident, the public, other users, staff and volunteers.

5.5 Maximum capacity: The Venue and each room have a maximum capacity. The Hirer must liaise with the venue to ensure those numbers are not exceeded.

5.6 Health and Safety: All community hirers should familiarise themselves with the health and safety and fire safety procedures in the building, and where necessary, may be asked to complete a health and safety induction before the event.

5.7 Alcohol use: The use of alcohol must be agreed upon in advance, and the sale of alcoholic beverages is not allowed. You must not apply for a TENS license without the charity's permission.

5.8 Food safety: If you are using the kitchen, it is the booking organisation's responsibility to meet all food safety, hygiene, and health standards.

5.9 Cleaning and condition: You must leave the space as you found it. Complete the cleaning checklist before leaving, or you will be charged a cleaning fee.

6. Prohibited items

Smoke machines or naked flames (including incense sticks and candles), BBQs, bouncy castles, scooters, bikes, high heels, hard balls or similar. Abuse of these rules may result in an additional charge.

7. Safeguarding

Hirers are asked to comply with USTSC's safeguarding policies and procedures. Copies of which are available to request from the Booking team.

8. Health and Safety incidents or accidents

Please report all incidents and concerns to the Venue team. During the Hirer's induction of the building, they will be notified about the location of the **First Aid Box** and fire/emergency procedures.



9. Fire alarms

In the event of a fire, or when you hear a fire alarm, the premises shall be evacuated in an orderly manner using appropriate exits. We ask that you keep a list of your delegates/guests names, as you will be responsible to make sure they are accounted for. The Venue will discuss its Fire procedure process during your building induction.

10. Complaints and disputes

In the first instance, any problems or complaints relating to the Venue and our additional services should be referred to the Venue's Team during the event, who will do their utmost to resolve the issue.

If this is not satisfactory, the Hirer can contact the Venue by email, letter or telephone. The Hirer/Guest/Delegate may be required to make a formal written report prior to any formal investigation. Complaints and disputes will be investigated by the Venue team. Where possible mediation will be offered. Or alternatively, please request for a copy of USTSC's Complaints Policy.

Signatures:

Signed on behalf of United St Saviour's Charity (The Venue)

Name:

Date:

Signature:

Signed on behalf of [insert name of organisation] (the Hirer)

Name:

Date:

Signature: