

STANDARD CONDITIONS OF HIRE OF CHALFONT ST.PETER  
COMMUNITY CENTRE  
("The Premises")

1. All hire fees, storage charges and deposits, which will be calculated in accordance with the Association's standard rate valid on the date(s) of the function(s) must be paid at the times stipulated in the Hiring Agreement. No hiring will be booked and the Hirer will have no right to use the rooms and facilities, until all payments have been made in full at the times stipulated. *Block and regular bookings will be invoiced on a quarterly basis.*

2. *Once a booking is confirmed:-*

- a) *Members/Affiliated Groups who wish to cancel, should give two weeks notice in writing. Should a replacement booking not be found, they will be liable for half the fees incurred.*
- b) *All other occasional hirers shall pay the full hiring charge immediately OR at least 28 days in advance of the event. If the hirer wishes to cancel the booking and the Association is unable to find a replacement, the charge will be forfeited*
- c) *Block Bookings are for 8 periods within 3 months. This allows regular hirers to have holiday breaks e.g. Christmas, Easter and summer. Such breaks should be clearly detailed on the booking form at time of application. To retain the block Booking status for the same weekly session and room, full hire charges will be payable should any such break between hirings exceed 6 weeks. All other occasional cancellations will be charged for unless notification is received in advance.*

3. The Hirer shall, on making the booking, inform the Secretary of any requirements concerning the provision of refreshments and shall be responsible for any changes thereby incurred in accordance with Rule 9.

4. If the hirer is permitted to store equipment between sessions, it must be stored in such place and in such manner as indicated by the Secretary and only for as long as is permitted by the Association subject to payment of the storage charge. Storage, other than in lockers and cupboards will be charged on the basis of the resulting loss of revenue to the Association. No article that is dangerous or unsuitable may be stored.

5. The Association accepts no responsibility for any stored equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each session; otherwise, fees will be charged for each day or part of a day at the hire fee per session until the items are removed. The Hirer shall indemnify and keep the Association or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.

6. The Association may dispose of items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and disposing of such items, in any of the following circumstances:

in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove equipment within 7 days after the hiring.

in respect of any other property brought onto the premises for the purpose of the hiring, failure by the Hirer to remove the property within & days after the hiring.

7. The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire, and on demand, shall produce the policy or other evidence of cover to the Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Secretary to re-let the premises to another hirer.

8. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, and public entertainment licenses. No such work shall be performed or shown without the prior approval of the Secretary, and no alteration to the work shall be made after such approval.

9. The Hirer:

shall be responsible for obtaining any necessary approvals or licences in connection with the hire, other than those already held by the Association.

will comply with all conditions attaching to such approvals or licences and

will indemnify the Association against all losses, costs, damages and expenses resulting from any failures to obtain such approvals or licences or from any failure to obtain such approvals or licences or from any failure to comply with the same.

all such licences shall be produced to the Secretary before the commencement of the hiring.

10. No alcohol shall be introduced on to the premises except for the purposes of exhibition and competition.

11. The Hirer shall, during the hiring, be responsible for:

supervision of the premises;

protection of the fabric and contents;

for behaviour of all persons using the premises, whatever their capacity;

ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises: and

the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 6, the Local Authority or otherwise.

As directed by the Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

12. The Hirer shall not use the premises for any purpose other than that permitted under The Hiring Agreement and will not, without obtaining the prior consent of the Secretary, use or enter the premises at any other times than those permitted under the Hiring.
13. The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer permitted to use the premises under the Hiring.
14. The Association reserves the right to terminate forthwith any entertainment, Activity or meeting permitted under the hire that is not properly conducted.
15. No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without approval of the Secretary. Any alteration, fixture, or attachment shall be at the discretion of the Secretary.

EITHER: Remain in the premises at the end of the Hiring and become the property of the Association.

OR: Be removed by the Hirer who must make good to the satisfaction of the Secretary any damage caused to the premises by such removal.

16. The Hiring may be determined by notice given by the Secretary if:
  - Any fee, storage charge or deposit due under the Hiring Agreement is not paid on time;
  - any of these conditions is not complied with by the Hirer; or
  - in accordance with Rule 3 (c), in which case all fees ( including any deposit) paid by the Hirer shall be refunded;
  - but without prejudice to any claim by the Association against the Hirer for non-payment of fees or non-compliance with these conditions.
17. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
18. The Hiring Agreement constitutes permission only to use the premises, and confers no tenancy or other right of occupation on the Hirer.
  - Signed by.....Please print name.....
  - (for & on behalf of the Association) Date.....
  - Signed by.....Please print name.....
  - (The Hirer\*/for and on behalf of the Hirer)
  - Chalfont St. Peter Community Association
  - Gravel Hill, Chalfont St. Peter, Bucks SL9 9QX

January 2006 . The Association is a Registered Charity No300239.

