



TERMS AND CONDITIONS

1. These conditions tell you the terms and conditions on which we the Association (we, us, our) enable you (you, your, the Hirer) to make a booking in respect of any our meeting rooms (Accommodation). Please read these terms and conditions carefully before making your booking. Please be aware that by booking Accommodation you agree to be bound by these terms and conditions.
2. The Association accepts no responsibility or liability in relation to external events arranged by a third party.
3. You are liable for any loss or damage which you may cause to our Building and you agree that you and any third party brought into the Building at your request will adhere to all our policies, housekeeping rules and procedures from time to time in place and that you and your authorised third parties will familiarise yourself with all our policies before the commencement of your hire period.
4. The use of any Accommodation hired must comply with all relevant laws and regulations and the Hirer shall not permit the Accommodation to be used for any illegal activity
5. You agree not to use the Accommodation in any way that brings annoyance or disturbance to us or any of our members or visitors or neighbours or which brings our name into disrepute.
6. If the Accommodation will require a special arrangement to accommodate a medical condition or disability you must notify us of your requirements at the time of booking.

Cancellation

7. We reserve the right to raise the following charges in a case of cancellation by you for any reason
 - (a) Cancellation up to 4 weeks before the date of the event – 50% of the agreed charge
 - (b) Cancellation within 2-4 weeks of the date of the event – 75% of the agreed charge
 - (c) Cancellation less than 2 weeks before the date of the event – 100% of the agreed charge

If you fail to arrive on the date booked and have not given us prior notice then you will not be entitled to any refund or credit note.



8. We shall be entitled to cancel your booking where we need to do so in circumstances beyond our control (including but not limited to closure due to fire, flood or similar, act of God or by order of any public authority or industrial dispute)
9. We accept no liability for losses or costs which you may incur due to such cancellation but we shall refund your booking payment to you as soon as practical

Our Liability

10. Persons attending at the Building are required to keep their personal possessions with them at all times and we do not accept any responsibility for any loss howsoever caused including theft, damage to or loss of personal belongings. We will not be responsible to you or any third party for any business loss (including revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions or the actions of our sub contractors or agents which is consequential or was reasonably foreseeable to both you and us when the contract for Accommodation hire was formed
11. No third-party items are to be stored at Ellera Hall unless the previous written consent of the Centre Manager which is granted at his or her absolute discretion has been obtained and a complete and accurate list of this items has been provided and approved. Any change to the list must be notified in advance and further approval sought. Any items so stored are at the absolute risk of the storer who must arrange their own insurance cover as they are not covered by any insurance held by the Association.

Waiver

12. If we fail at any time during the term of the Accommodation hire contract to insist upon strict performance of any of your obligations under this contract or these conditions or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.



13. The Association reserves the right to refuse any application for Accommodation hire in its absolute discretion.
14. Applications for the charge of a special rate will only be considered from members of the association, registered charities and regular users and will be granted at the discretion of the manager and trustees.
15. The deposit referred to in this agreement must be paid in order to secure the booking. It will be refundable as soon as possible after the termination of the hire provided there has been no breach of these conditions of hire
16. A
17. ny breakage, loss or damage, howsoever caused, must be reported to a member of staff of the Association on the first working day after the event .The cost of replacement or repair is payable by the Hirer. The right is reserved to withhold the required amount from the deposit paid by the Hirer.
18. The Association reserves the right to terminate this agreement for hire in its absolute discretion. The Association will not pay compensation to the Hirer or any third party following such a decision
19. It is the responsibility of the Hirer to ensure that their event is properly and fully insured and the Hirer undertakes to produce to the Association at least 10 working days before the event a copy of the Hirer's insurance schedule or policy for review by the Association, if the Association asks for a copy. If the policy is considered to be unsatisfactory or inadequate then in its absolute discretion the Association may terminate this contract without liability for loss, damage or consequential loss.
20. It is the responsibility of the Hirer to ensure that a suitable and adequate risk assessment is conducted to cover their event, including (but not limited to) an evacuation plan, safeguarding provision and ensuring suitable access to medical aid. This must be made available to the Association if requested.
21. The Association accepts no responsibility for any damage to property or person that may occur by any person using the Building during the hiring howsoever caused.
22. The Hirer undertakes to arrange all relevant licences in relation to their event and to produce these to the Association on request. In relation to a Music licence, if the hall is used for a licensable activity for



which the Association incurs a cost, those costs will be passed to the Hirer for reimbursement within a minimum of 48 hours. The hall does not have a TV licence and so live TV cannot be viewed on any portable or static in the Hall nor can any material held on BBC iPlayer be downloaded or streamed.

23. No alterations or addition to the electrical installation and no additional staging, curtaining or scenery may be erected without the prior written approval of the Manager of the Association. No electrical apparatus is to be used without such approval and it is the responsibility of the hirer to ensure that any electrical equipment used conforms to the appropriate British Safety Standard
24. Where third party caterers, entertainers, teachers or similar are brought onto the Building by the Hirer, the Hirer undertakes to provide to the Association the full contact details of those third parties.
25. The Hirer undertakes to leave the kitchen in a good, clean, functioning order together with all equipment to be left in a clean and functioning and hygienic state and replaced in the place from which it was originally located
26. The kitchen deposit referred to in this agreement will be refunded in accordance with these conditions provided that the kitchen and kitchen equipment is left in the condition required by these conditions
27. The Hirer undertakes that the Accommodation will be left clean and tidy and in the same condition as it was let to the Hirer, including locking any doors which were shut and or locked prior to the Hirer entering the hall, and any tables and chairs used during the hire will be replaced into their previous position. It is agreed that tables and chairs will be lifted and not dragged and that the piano will not be moved and will never be used in such a way as to cause any damage to it whatsoever.
28. The Association reserves the right to charge for any additional cleaning costs incurred as a result of the Hirer's breach of these conditions
29. The Hirer will ensure that consideration is given to the Association's neighbours and other residents when leaving the Building
30. The Hirer and their guests will vacate the accommodation at the agreed time and undertake to refrain from causing any undue noise or disturbance inside or outside the building



31. The Hirer agrees that any music or entertainment will be ceased at least 15 minutes before the end of the event to allow guests to leave on time and to allow any third party to pack up and clear away equipment
32. Fire exits are to be kept clear at all times
33. The Building is a designated no smoking building and smoking is not allowed either inside the building or outside within the curtilage of the premises
34. The use of lighted candles is prohibited
35. The use of smoke machines is prohibited
36. Hirers are advised that a loop system is available for hearing aid users
37. Decoration to an Accommodation hired is only permissible if such decorations are secured by blue tack or a similar substance and this must be removed by the Hirer at the end of the Accommodation hire. The use of sticky tape is prohibited
38. The Hirer is advised that time switches are fitted to the heaters in the Building and these should not be altered by the Hirer
39. Animals are not permitted either in the kitchen or the coffee bar of the Building
40. No person under the age of 16 is allowed to enter and remain in the Building unless the Hirer is present and can supervise such a person
41. Cardboard boxes and any containers together with any unsold items from sales events must not be placed in or adjacent to the disposal bins in the car park. The Hirer undertakes to remove such boxes and containers from the Building at the end of the hire together with any rubbish generated by the Hirer
42. Hirers may not access the garden without having obtained prior, written consent from the manager, which will be given at the manager's discretion. Children under the age of 16 are not allowed in the garden