**Dean Court Community Association
Terms and Conditions of Hire**

**1. One-off activities**

The hirer agrees to pay the Room Hire Rate in force at the date of this agreement, payable in advance.  A deposit of £10 per room and £20 for the hall or kitchen will apply, which will be refunded subject to paragraphs 3 to 5 below. If a combination of rooms is hired, e.g. Hall and kitchen, a cumulative deposit will apply, i.e. £40 for the example given. An additional deposit will apply if alcohol is being served, details of which appear at clause 8 below.

Bookings will not be accepted without a completed bookings form. Payment in full will be required seven clear days before the event along with the returnable deposit to be paid by cash or cheque. If these payments are not received then the booking will be cancelled without notice.

The deposit will be returned once DCCA are satisfied that the centre has been left as it was found. Any extra cleaning or repair of damage will be paid for out of (but not limited to) the deposit money. Hirers should take setting up and clearing up into account when making a booking and ensure that adequate time is allowed. All time that the centre is in use must be paid for. Time beyond the agreed start and finish times will be charged at double the applicable rate.

Proof of address may be required.

**2. Regular activities**

The hirer agrees to pay one month’s licence fee in advance of the start of any activity, at the Room Hire Rate in force at the date of this agreement. Initial payment must be received in order for the booking to be confirmed. Proof of address may be required. The address of the Community Centre may not be used as a business, mailing or any other kind of address for anyone other than DCCA. Post will not be forwarded on.

**3. Furniture and equipment**

The hirer is responsible for the layout of furniture and equipment in the premises, and agrees to leave the premises, which includes the room hired, as found, and the toilets and corridors reasonably clean and free of litter and refuse. In the kitchen, the dishwasher must be emptied prior to departure, so should be switched on with enough time to do this.

All excess rubbish must be removed by the hirer if it will not fit in the correct outside bins. Bin bags must not be left outside. Please ensure that rubbish is sorted and put in the correct outdoor bin (recycling or general landfill).

**4. Use of certain items**

Smoke or dry ice machines are not permitted. Naked flames of any sort (including candles in jars) are not permitted. Materials such as paint, glitter, glue, etc. should only be used with prior agreement, and with adequate protection for the fabric and fixtures in the centre. Nothing should be stuck to the walls by any means.

All decorations inside and outside of the Centre (balloons tied to posts etc) must be removed by the hirer immediately after the event. DCCA may withhold a portion of your deposit should you fail to comply.

**5. Loss or damage**

Any loss or damage to fixtures, fittings or property of Dean Court Community Association (DCCA) must be reported to DCCA staff as soon as reasonably possible. The hirer agrees to indemnify DCCA in respect of any such loss or damage and any such indemnity will not be limited to the deposit payable under paragraphs 1 or 2.

**6. Noise**

Hirers agree to be considerate of the residents in the neighbourhood of the community centre and avoid wherever practical making excessive noise. External doors and windows should remain closed when the premises are being used for the performance or production of live or recorded music, or where such music or any public address system is used in connection with any activity of the hirer. Noise emanating from the main hall shall not exceed 40dB(A) as measured at 1 metre from any external facade of any habitable dwelling between the hours the premises are open for public entertainment.

**7. Hours**

The hirer must not exceed the hours of public entertainment, which for the purposes of this agreement shall be 9.00am-11.00pm Monday to Saturday, and must ensure that patrons depart from the premises no later than 30 minutes after the event finishes, without causing disturbance outside the building. Care must be taken not to slam car doors and cars must leave quietly. The Association may hire the services of a police officer or other security personnel if and when the need arises and any charges so incurred shall be the charged to the hirer.

It is the responsibility of the hirer to ensure that all attendees have vacated the hall in accordance with this clause 7 and failure to do so may result in the forfeiture of some or all of the deposit.

**8**. **Alcohol**

No alcohol may be bought or sold for consumption on or off the premises unless the hirer has, with the consent of DCCA, obtained a temporary licence from the relevant licensing authority. Licensed bars must be closed by 11.00pm.

If alcohol is being served at the event, then a higher deposit will be required. This is £100 for the Hall and Kitchen or £150 for the whole centre. For events finishing between 10pm and 12.00 am with alcohol being served, hirer must provide security.  The Hirer can apply for a waiver to the Bookings Team.

**9. Equipment for hire: Projector and computers**

DCCA owns a data projector and 12 laptops, which may be hired with the provision of a deposit as outlined with the Community Centre charges, and must remain on site at all times. DCCA unfortunately cannot provide any technical support for these items and it is the responsibility of the hirer to use them correctly. Restrictive software is installed on the computers and access to certain categories of website is also restricted at the Community Centre, however, it is the responsibility of the hirer to ensure that the computers are used appropriately. The hirer will also be liable for any damage to the items.

**10. Health and Safety**

The hirer agrees to be bound by DCCA’s Health and Safety Policy. A copy of this policy is on the website and is also available from the office on request. Please note risk assessments may be requested for bookings catering for over 100 people. Fire exits must remain clear at all times. The hirer is solely responsible for the well-being and safety of users and occupiers of the premises hired out under the terms of this agreement and will indemnify DCCA for all loss and damage and personal injury arising from and during such use by the hirer, howsoever caused.

Protective padding is available for use on the hall pillars. It is strongly recommended that it is used for events attended by children. Unless you opt out of using this (in writing) DCCA will assume you are using it.

**11. Equal opportunities**

The hirer agrees to DCCA’s Equal Opportunities statement: ‘Users of the Community Centre must comply with the Equalities Act 2012. They must ensure that the Community Centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.’

**12. Responsibility**

The person agreeing to these conditions shall be the person responsible for the conduct of attendees at the event and is personally liable for the indemnities contained in this agreement both in his/her personal capacity and on behalf of the organisation he/she represents.

**13. Restrictions on hire**

In order to maintain our reputation and charitable objectives, DCCA has a strict process for agreeing proposed events. We reserve the right to refuse or cancel bookings that conflict with these. The named hirer must be at least 18 years of age.

**14. Breach of terms**

If the hirer or his/her invitees are found to be in serious breach of the terms of this agreement DCCA reserves the right to terminate the use of the room hired forthwith.

**15. Cancellation: hirer**

For one-off activities:

The hirer has the right to cancel this agreement on giving no less than 1 weeks’ notice by email to DCCA and will receive a full refund of any monies paid. For cancellations with less than 7 clear days’ notice, 50% of the fee will be refunded. For cancellations with less than 24 hours’ notice, no refund will be made. Cancellations must be in writing by email and must be confirmed by DCCA.

For regular activities where a slot is held open for the hirer:

The hirer has the right to cancel this agreement on giving no less than 1 months’ notice by email to DCCA and will receive a full refund of any monies paid for bookings that fall after the expiry of the notice. Cancellations must be in writing by email and must be confirmed by DCCA. Bookings that fall within the month’s cancellation notice period but are not used will still be charged.

**16. Cancellation: DCCA**

In the event that DCCA is unable to provide the room booked because of exceptional circumstances outside of its control (e.g. flooding, fire, interruption of power supply or heating failure) all possible steps will be taken to provide an alternative room. If however it is impossible to accommodate the hirer, DCCA reserves the right either to offer an alternative booking, or cancel and refund all monies paid under this agreement. The hirer acknowledges that DCCA will not be responsible for any losses, financial or otherwise, which the hirer may suffer as a result of cancellation in accordance with this clause.

**17. Security of Premises**

The hirer or a responsible adult acting as a representative of the hirer must be present at the premises throughout the booking period. The premises cannot be left until a DCCA key holder returns. It will not ordinarily be possible to end a booking before the scheduled time.

**18. COVID-19 Safety**

These guidelines are also recorded on the booking form. You must operate in a COVID-19 secure way by following the Government guidance in force for your activity. If organising an activity you should carry out a COVID-19 risk assessment to identify actions which could minimise the risk of transmission.
The premises will be cleaned regularly but not necessarily daily.

You, the Hirer, will ensure that:

* those who attend your event should not do so if they have COVID-19 symptoms or are unwell
* the hall /room is well ventilated by opening doors and windows to allow air flow even in cooler temperatures and that all doors and windows are securely closed and locked on leaving
* those attending your event are encouraged to wear a face covering, unless exempt, when entering the Centre and when using confined areas such as toilets and corridors, for the safety of others
* those attending your event use the hand sanitisers provided and are encouraged to wash hands frequently
* all surfaces touched during your event are cleaned with the spray solution and disposable towel provided. This is particularly important for door handles, toilets, washbasins, taps and all kitchen surfaces. Do not spray light switches.
* social distancing is maintained as far as possible between those with whom they do not have regular contact
* numbers are restricted to a maximum of 3 in the kitchen. You are required to bring your own tea towels.

We recommend that you keep a record of the contact details of those attending your event(s).

**Failure to comply with any of the above-mentioned Terms and Conditions may result in DCCA retaining a portion or all of your deposit.**