

## The Martindale Centre Terms & Conditions of Hire

- Booking.** All applications for the hire of the hall(s) or of the whole Centre must be sent to the Booking Secretary using the booking request form. The person named on that form shall be considered to be the Hirer. Where an organisation is named, the person signing thereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age. In the event of cancellation with less than one calendar month's notice, the Management Committee reserves the right to charge all or part of the agreed fee at their discretion. The submission of a completed booking request form confirms acceptance of all Terms & Conditions.
- Hire Charges.** The facilities available and the relevant hire charges are shown on the Centre's website and also on the booking request form available on-line or from the booking secretary and are determined by the Management Committee. Once a booking is confirmed, all hire charges must be received by the time agreed.
- Hire Period.** The hire period is the time that the Hirer commences and finishes using the area or areas involved. It includes the time taken for setting up, clearing away and cleaning up.
- Occupation and use.** The hire of any part of the Centre is for the specific agreed times shown on the booking form/invoice and does not entitle the Hirer to use or enter the Centre at any other time. The Centre shall only be used for lawful activities. The Management Committee does not represent that the premises are suitable for any particular purpose and Hirers must satisfy themselves in this respect. The Hirer shall be responsible for obtaining such licences as may be needed. The Hirer shall not sublet the Centre or any part thereof.
- Shared Hiring.** In the event that another part of the Centre is being used by a separate Hirer during the period of hire, the Hirer agrees to reasonably co-operate with and respect the requirements of that Hirer and not to obstruct or otherwise interfere with their activities or access. This requirement implies a reciprocal agreement by both Hirers.
- Smoking.** Smoking is not permitted in any part of the Centre at any time.
- Capacities.** The maximum number of persons allowed in the building at any one time is 120, with a maximum of 100 standing/dancing or seated at tables.
- Safety.** Hirers are responsible for the health and safety of all attendees at their event and for providing them with information about safety procedures, Fire Exits, etc. Any accident must be recorded in the Accident Book to be found with the first aid box in the third drawer beside the dishwasher in the kitchen and be reported to the Management Committee within 24 hours. No exits may be blocked, chairs or other obstructions must not be placed in front of heaters or fire appliances removed or tampered with and fire doors must not be propped open. No interference with or alteration to any fittings, controls or other equipment within the Centre is permitted, the only exception being fire-fighting devices in the event of an emergency, any use of which must be reported to the Management Committee immediately.
- Security.** The security of the building during the period of hire shall be the responsibility of the Hirer. If it has been agreed in advance that the Hirer shall be issued with the keys to the Centre, the Hirer shall be responsible for their collection, for opening and properly securing the building at the end of the period of Hire and for returning the keys as instructed. Keys not returned will be replaced at the Hirer's cost. All Hirers are responsible for properly securing the building at the end of the period of Hire.
- Conduct and Good Order.** The Hirer shall be responsible for ensuring that good order is kept in the Centre during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise or light or obstruction by vehicles etc.
- Children.** The Hirer shall ensure that any activities for children comply with the provisions of the Children's Acts 1989 and 2004 and/or current legislation and that only fit and proper persons have access to the children.
- Alcohol.** Alcoholic drinks may be served free but no sale of alcoholic drinks may be undertaken unless permission is given by the Management Committee in writing and an occasional Licence for the whole Centre shall be in force. No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of the Management Committee. The Hirer shall be responsible for obtaining such licences as may be needed.
- Public Entertainments, Music & Dancing.** All the conditions attached to the Performing Rights Licence for the Centre shall be duly observed. A copy of such Licence may be seen by arrangement on application to the Management Committee and the Hirer shall be deemed to have had notice of all such conditions. All music must cease at 10.45 pm. The building must be vacated by 11.00 pm unless otherwise agreed in advance.
- Condition on vacation.** Cleaning equipment is provided and on vacation of the building, the Hirer shall leave the building in a clean and orderly state. All rubbish and any other waste matter must be cleared from the building and suitably disposed of in the receptacles provided. In the case of large events all rubbish must be taken away by the Hirer. The Centre, hall(s), kitchen and toilets must be left clean and tidy and all tables, chairs and other equipment must be replaced as found and the fridge/freezer cleared of all food provided for the event. Failure to do this will render the Hirer liable for additional charges to cover cleaning and/or repair or replacement.
- Breakages and Damage.** The Hirer is responsible for all damage to the Centre, equipment, furniture and property in the building and grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of any missing items and of making good any damage to the Centre, fixtures and fittings.
- Culpability.** Except for wilful negligence on the part of the Management Committee, during the hiring period the Management Committee shall not be responsible for any losses or damage to the Hirers or any third parties property arising out of the hiring nor for any loss damage or injury which may be incurred by or be done to or happen to any person or persons using the Centre or its surroundings arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Centre to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer agrees to indemnify the Management Committee against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
- Restrictions.** Hirers are not permitted to enter the basement of the Centre or the garages.
- Advertising.** All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. The Hirer shall be entirely responsible for the result of any advertising which contravenes the conditions of hire.
- No additions to the building.** No fixtures/fittings of any kind shall be driven into any part of the Centre nor shall any placard, notices or other articles be fixed hereto.
- Lighting.** No additional lights or extension from the existing electric light fittings shall be used without the previous consent of the Management Committee.
- Property.** Property of the Hirer and of the Hirer's agent must be removed from the Centre and its surroundings within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. The Management Committee accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.
- Entry.** The right of entry to the Centre is reserved to the Management Committee and any other agent of the Management Committee and/or any Police Officer at any time during the hiring.