

TERMS AND CONDITIONS OF ROOM HIRE ST. MARYS CHEQUERFIELD COMMUNITY PROJECT LTD

Please read these notes carefully, in order that the terms and conditions of your agreement with St. Marys Chequerfield Community Project Limited (SMCP) are clear. This policy has been written to reflect the ethos of St. Marys, in that we would like you enjoy using the centre and its resources and respond by treating our facilities with appropriate care and respect.

Booking

1. Bookings must be made initially with the Centre Manager or deputising staff.
2. Wherever possible, the booking should be confirmed in writing to the Centre Manager
3. All hirers must give details of the approximate numbers attending when arranging the booking. If there is an increase in the numbers attending it is the responsibility of the hirer to inform SMCP. It will be at the discretion of SMCP whether the booking can still go ahead. Failure to inform SMCP of any increase could result in the booking being cancelled on the day by SMCP, if numbers exceed those permitted by fire regulations. In this circumstance, no refund would be given.

Information

The hirer shall provide any information that is available in relation to the booking. SMCP retains the right to refuse a booking, after a fully informed assessment of the purpose of the booking.

Payment – Single

The hirer shall pay the balance no later than 30 days from the invoice date.

Conditions of Use for the Hirer

The hirer and anyone attending the event have the following responsibilities:

1. **Note that the centre is a NO SMOKING building.**
2. Comply with all Health & Safety, Food Hygiene and other regulations relating to SMCP.
3. Ensure that SMCP is aware of any electrical or other equipment brought into the centre. SMCP must ensure the equipment complies with the Electricity at Work and other Health & Safety regulations.
4. Not bring any dangerous or hazardous item into the centre and remove such items promptly when requested to do so by a member of the centre staff.
5. Not consume any food or drink on the premises not supplied by SMCP or its authorised caterers, without prior consent from SMCP.
6. Ensure that stiletto heels or soles that mark the floor are not worn in the main hall.
7. Ensure that nothing is fastened to the walls or windows. Notice boards are provided in the public areas.
8. Not bring any classified drugs onto the premises.
9. Not bring alcoholic drinks onto the premises, unless approved at booking and appropriately licensed.
10. Not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable requests made by centre staff.
11. To have the relevant and necessary checks and policies in place in respect of child and vulnerable adult protection or adopt SMCP's own policies.
12. Any person or item in breach of these conditions may be refused admission to, or be removed from the centre.

Cancellation by SMCP

SMCP may cancel any booking under the following circumstances:

1. If St Marys Community Centre or any part of it is closed due to circumstances out of their control.
2. If the client becomes insolvent or enters into liquidation or receivership.
3. If the client is more than 21 days in arrears with any payment to SMCP.
4. To avoid any breach of these conditions.
5. If it might prejudice the reputation of, or cause damage, to SMCP.

SMCP also reserves the right to cancel with 28 days notice if SMCP gives priority to its own programmes of activities. In the event of cancellation, SMCP will return all fees.

Cancellation by the Hirer

It is the responsibility of the hirer to give at least seven days' notice of cancellation (based on a one-day booking). The hirer will be responsible for the full fee should this condition not be met. For bookings of longer duration, cancellation terms to be agreed with the Project Development Manager.

Liability

1. SMCP will be liable to the hirer and/or persons attending an event for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be under no liability to them whatsoever.
2. The hirer will be liable for any loss or damage to SMCP property, including walls, light fittings, equipment (including hired items for their use), or injury to any persons including the centre staff, and shall indemnify SMCP against any loss or liability (other than SMCP in 1 above) arising from the event.

General

1. Tables and chairs will be provided.
2. Commercial and private hirers are exclusive of all equipment except tables and chairs. Additional charges will be made for these.
3. SMCP will take reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional cost to the hirer.
4. The hirer shall not be entitled to assign the booking to any third party or utilise the centre's facilities, other than for the purpose stated on the booking form, without prior written approval from SMCP.
5. SMCP reserves the right to pass onto the hirer any additional costs incurred by them in respect of goods and services requested during the course of the event or caused by the hirer not adhering to the agreed times for services.
6. Whilst SMCP has taken reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
7. Notwithstanding anything contained in these terms, SMCP will not be liable for any failure to perform its obligations to the hirer in whole or part as a result of any of the following circumstances:
 - a) strikes
 - b) other industrial action(s)
 - c) fire or flood at or near the centre
 - d) civil unrest, dispute or commotion
 - e) act of God
 - f) legal actions against SMCP, not resulting from its negligence, preventing the supply of services
 - g) acts of terrorism or war

8. No variation of these conditions shall be effective unless in writing and signed on behalf of both SMCP and the hirer
9. This agreement shall be subject to the law of England.

CAR PARKING

There is a sizeable car park for users of the building and therefore users should avoid parking on the street near the centre if at all possible.

It is important that users show consideration to local residents and do not cause unnecessary obstruction. We respectfully ask that delegates please consider car sharing.

Please note that disabled bays are for the use of badge holders only.