# **Abridged Terms & Conditions**

#### Hire of the Premises

The Hirer will receive confirmation of the booking only after they have provided KCA with the following:

- a completed booking form,
- signed acceptance of the Terms and Conditions,
- payment of the required amount of deposit.

KCA Committee may refuse any application for the hire of the Fieldgate Centre without stating a reason.

Hire of any part of the Fieldgate Centre does not include the right to hire or use the playing fields or changing rooms, which can be booked by contacting Basingstoke & Deane Borough Council,

The Fieldgate Centre is available for daily use from 8 a.m. and must be vacated by midnight each day. Permission for access or activities outside of these hours must be sought from KCA. The hire of the building is for specific agreed times shown on the booking form and does not entitle the Hirer to use the premises outside of these times. (Please ensure that sufficient time is included for setting up and clearing away within the period of hire required.)

### **Definitions**

For the purpose of these Conditions, the term Hirer shall mean an individual hirer, or where the hirer is an organisation, the authorised representative. KCA shall mean the Kingsclere Community Association Committee.

## **Hire Charges and Payment**

Details of hire charges and deposits can be obtained by contacting the office and are available and on the website pages.

Cheques should be made payable to **Kingsclere Community Association**. KCA cannot accept cash payments or payment by debit or credit card and it does not offer credit facilities.

## **Cancellation Policy**

Cancellation by the Hirer of a booking must be received by KCA in writing (letter or e-mail) at The Fieldgate Centre, Field Gate Drive, Kingsclere, Hampshire RG20 5SQ, or emailed to www.fieldgatecentre.co.uk The Cancellation will be effective from the day of receipt of such notice.

If the hirer cancels within 7 days of the event, the whole hire charge is payable, otherwise the holding deposit shall be forfeit

# **Cancellation by KCA**

KCA reserves the right to cancel a hiring by written notice to the Hirer if:

• The hall or room is required for use as a Polling Station for Parliamentary and Local Government election or by-election.

 In the event of the hall being rendered unfit for the use for which it was hired.

In such cases of cancellation by KCA, the Hirer shall be entitled to reimbursement of all deposit and hire charges paid by the Hirer. KCA shall not be liable to the Hirer for any additional resulting loss or damage.

## **Indemnity**

KCA shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause. The Hirer indemnifies KCA against loss, damage or injury, howsoever caused. It is recommended that the Hirer should consider insuring themselves against any such possibilities.

## Responsibilities of the Hirer

The Hirer is responsible for ensuring that the premises are only used for the purpose described in the booking form and they may not sub-hire or allow the premises to be used for any unlawful purpose.

The Hirer must be present during the whole period of the event and must make themselves known to a member of the Centre's staff at the start of the event. If for any reason the Hirer has to leave the premises then he or she must inform the staff and nominate a deputy to stand in.

During the period of hire, the Hirer is responsible for the supervision of behaviour and safety of all persons attending the event and the care of the premises, including the fabric and contents.

No illegal acts shall be allowed and any breach will result in the hirer being required to leave the premises immediately and in the closure of the event and loss of monies paid. Fieldgate Centre staff are obligated to inform the Police where appropriate.

The Hirer must ensure that the number of people using the hired area does not exceed those permitted and confine members to those parts of the facilities which have been included in the hire agreement. Details of these limits are available on request and are published in the hall.

The Hirer shall be responsible for leaving the building and its surrounds in a clean and tidy condition. All decorations should be removed from the premises at the end of the hire period. The use of sticky tape and staple guns to affix decorations or signage is not permitted. Furniture and other equipment should be put back in its original location.

KCA reserves the right to make an additional charge, or retain any deposit paid to meet the cost of replacement of broken items, or reparation of the building. Any damage or breakages should be brought to the attention of any staff or KCA Committee member as soon as possible.

#### **Activities and Entertainment**

The Hirer shall ensure that no activities take place within the hired area in contravention of the laws relating to gaming, betting or lotteries. The Fieldgate Centre is in possession of a Performing Rights Society (PRS) Licence.

#### **Noise and Nuisance**

Hirers are welcome to play music, hire discos and/or bands for their classes, weddings and functions. To avoid noise nuisance to our neighbours, the sound levels must not exceed levels regulated by the local authority in accordance with Environmental Health Regulations. At the end of the hiring, the Hirer shall be responsible for ensuring that all guests leave the premises quietly. If a complaint is received or visit made by the police in connection with any noise or nuisance, it may result in the immediate closure of the event and a full loss of deposit and hire charges.

## **Equipment and Property**

KCA accepts no responsibility or liability for any equipment or property brought onto or left on the premises by the Hirer. Equipment belonging to the Hirer may only be left on the premises with the written permission of KCA and must be placed in the storage area advised by KCA. KCA reserves the right to request the Hirer to remove their equipment or property at any time. Any personal items of 'lost property' will be held in the office until it is claimed and will be disposed of after 14 days if unclaimed.

The Hirer must ensure that any electrical appliances brought onto the premises for use there shall be certified, in good working order and used in a safe manner.

Any failure of equipment, either that which belongs to KCA or brought in by the Hirer, must be reported to a member of staff immediately.

# **Health and Safety**

At all times the Hirer shall comply with all regulations made in respect of the premises as set out by KCA and the appropriate authorities. No activity or practice should take place that is likely to endanger the safety of people or render invalid the insurance policies relating to the Fieldgate Centre or its contents.

It is the responsibility of the Hirer to report any accident which results in injury to a member of staff immediately. If an accident occurs it must be recorded in the Accident Book located in the office. A First Aid Kit is located in the kitchen.

No animals, except guide dogs may be brought into the building, unless the express permission of KCA has been given.

Ball games are not allowed in the building unless agreed by KCA.

#### **Child Protection**

The Hirer is responsible for ensuring that any activities that include children or vulnerable adults comply with the provisions of the Children's Act 1989 and all subsequent legislation and that only fit and proper persons have access to the children or vulnerable adults. An appropriate number of supervisors must be present at all times.

### **Smoking**

No smoking is permitted within the Fieldgate Centre building to include ecigarettes. The Hirer is responsible for ensuring that no smoking occurs within the area hired. Smoking is allowed only in the designated smoking areas outside.

### Fire Prevention & Evacuation Procedure

A diagram of the building and its exit routes can be found in the office and evacuation signs are visible throughout the building. The Hirer is responsible for making visitors aware of emergency evacuation routes and the procedure in the event of a fire. No obstructions should be placed in corridors or exits and internal fire doors must not be propped open.

KCA ensures that all fire appliances are inspected routinely and the Hirer must ensure they are kept in their proper places and used for no other purpose during the hire period. Fire appliances should only be used by trained personnel and no responsibility is accepted for use by those untrained.

No flammable substances are permitted inside the Fieldgate Centre Helium balloons must not be used on the premises; they represent a security and fire risk and are un-retrievable at reach ceiling height in the Main Hall or Bar Area.

### **Food and Drink**

Only alcoholic beverage purchased from the bar may be consumed on the premises and adjoining grounds. Alcoholic and non-alcoholic beverages can only be brought onto the premises if the Hirer is granted permission by KCA. Anyone who contravenes this rule will be required to leave the premises immediately.

Alcohol must not be served to any person under the age of 18 years.

Should you require the services of the Bar and Steward, please include this in your request (minimum 28 days' notice).

When preparing, or serving food, it is the responsibility of the Hirer to ensure that all relevant food health and hygiene regulations are observed. Children and animals are not allowed in the kitchen. Care should be taken when using any kitchen or cooking equipment and it must be left in a clean, useable condition afterwards. All food is to be removed at the end of the hire period by the Hirer.