

## TERMS AND CONDITIONS OF HIRE

Bookings are accepted by the CCA (Clevedon Community Association) on the following conditions:-

### 1. APPLICATIONS

1.1 Applications will not be considered; (a) from persons under 21 years of age; or (b) if made otherwise than on the official appropriate booking form(s).

1.2.1.1 The CCA reserve the right to refuse any application, or terminate at any time, any agreement for hire made in consequence of any application and the CCA is not obliged to give a reason for such refusal or termination.

### 2. CHARGES

The hire charge shall be in accordance with the scale of charges set by the CCA; details of which are available on request.

### 3. PAYMENT

3.1 Confirmation of booking will not be issued until receipt of the signed booking form, with the non-refundable deposit as stated on the Booking Form. Receipt of a signed Booking Form will be taken as acceptance of these Terms and Conditions. Upon written confirmation being given by the CCA to the Hirer, a contract will exist between the CCA and Hirer. A signed booking form must be received by the CCA from the Hirer or the CCA reserve the right to cancel the reservation.

3.2 Where bookings are made within 14 days of the hire date, the full hire charge must be paid before the booking is accepted.

3.3 The balance of payment is due 14 days prior to the event. The CCA reserves the right to cancel the event if payment is not received by the due date.

3.4 Cheques must be made payable to the CCA crossed "A/C payee" and not to any individual of the CCA.

### 4. CANCELLATION BY HIRER

4.1 The Hirer shall give written notice of cancellation to the Administrators at the address of the CCA and will be effective on the date received by the CCA.

4.2 Any deposit paid shall be forfeited and where a cancellation is made within 21 days of the hire date, the full hire charge shall become due and payable by the Hirer. If the CCA rehire the Accommodation for the hire date, any refund of the hire fee shall be at the sole discretion of the CCA.

### 5. SUB-LETTING

The Hirer shall not rehire or sublet the Accommodation or any part thereof. The purpose for which the Accommodation is to be used must be agreed at the time of booking between the Hirer and the CCA.

### 6. DAMAGE, LOSS OR ACCIDENT

6.1 The CCA shall not be liable for loss of services due to mechanical breakdown, failure in electricity supply, flood, fire, Government restriction or an Act of God, which may cause the premises to be temporarily closed, or the function interrupted.

6.2 It is a condition of booking that the Hirer will be held responsible for any loss, damage to the fabric of, or property at the Association including (but not by way of limitation) adjacent premises.

6.3 The CCA shall not accept responsibility for the loss or damage to any car or other vehicle left within the precincts of the Accommodation. The Hirer must ensure that no car or other vehicle is parked in any unauthorised position and that instructions given by the CCA as to the parking of vehicles are fully observed.

### 7. ACCESS

7.1 The Officers of the CCA any person authorised by them shall have the right of free and unimpeded entry at all times and for all purposes to and from Accommodation.

7.2 No exits from the Accommodation may be blocked or restricted or fire appliances removed or in any way tampered with.

7.3 The hire of Accommodation does not entitle the Hirer to use or enter the Accommodation any time other than the specific hours for which the Accommodation is hired unless arrangements have been made with the Administrators or Officers of the CCA.

### 8. MAINTENANCE OF GOOD ORDER

The Hirer is responsible for good order and behaviour throughout the hire period. Only Accommodation hired by the Hirer shall be used. Upon instructions of the Administrators or Officers of the CCA, the Hirer shall remove or cause to be removed any persons from the Accommodation. The Hirer shall at his own expense arrange for sufficient security personnel at the function if in the opinion of the Administrators or Officers of the CCA such attendance is desirable. The Hirer shall also at his own expense arrange suitable First Aid cover for the event

### 9. HIRING OF PRINCES HALL

9.1 When hiring the Hall for table sales, flower shows and the like, the Hirer shall abide by the layout shown in Appendix "A". No changes will be made unless sanctioned by the Administrators or Officers of the CCA.

9.2 When hiring the Hall for stage shows the Hirer shall provide an adequate number of stewards, who must be aged 16 and over, to conform to the requirements of Appendix "B". No photography,

recording or video recording shall be permitted to comply with the Performing Right Society regulations.

9.3 When hiring the Hall for dog shows the Hirers shall abide by the Kennel Club regulations, agree ring layout(s) with the Administrators or Officers of the CCA beforehand, and nominate stewards in accordance with Appendix "C".

9.4 When hiring the Hall for dance, admission to such dances must be by invitation or ticket only and there must be no sale of tickets at the door. The Hirer must provide adult supervision in order to maintain good order both inside and outside the buildings. Stewards are to be nominated in accordance with the guideline in Appendix "D". **NO PERSON SHALL BE ADMITTED OR RE-ADMITTED TO THE PREMISES AFTER 10.30PM.**

9.5 The Association (or their representatives from Sunhill Park Enterprises Limited) reserve the right to request proof of age from any person who appears to be under 18 and requesting to be served alcohol from the bar, and/or drinking alcohol on the premises.

### 10. HIRING OF INDIVIDUAL ROOMS

10.1 The Hirer shall be responsible for the conduct of the persons using the Accommodation.

10.2 The Hirer shall appoint stewards who shall be responsible for making themselves acquainted with the duties of a steward (see Appendix "D").

10.3 The Hirer shall ensure that the authorised capacity of the rooms is not exceeded.

10.4 The Hirer shall leave the room in the same condition as when they entered.

### 11. VACATION OF THE ACCOMMODATION

The Hirer shall ensure the Accommodation is vacated by all persons attending the functions within the time specified on the Booking Form. All articles brought to the Accommodation in connection with the Function, shall be removed at the termination of the Function specified on the Booking Form, otherwise a charge shall be made of the hirer for each or part of a day until the same are removed. The building is location at the centre of a populated area and Hirers are requested to leave with as little noise as possible. All rubbish is to be taken away.

### 12. CATERING

12.1 The Association reserves the right to appoint the Trading Company, Sunhill Park Enterprises Ltd (SPEL) as sole caterer.

12.2 Should SPEL not be undertaking the preparation/provision of refreshments etc, the name(s) of the caterers must be provided.

12.3 If SPEL is employed for catering and/or refreshments, numbers are to be confirmed at least 48 hours prior to the function. The amount payable by the customer shall be calculated on this final number or the number actually attending, whichever is the greater.

12.4 All drinks (alcoholic and otherwise) are to be supplied by SPEL/CCA. Hirers are not permitted to bring drinks for consumption in the building, unless hiring the kitchen for teas/coffees.

12.5 The kitchen can be hired by Hirer at the rate determined by the CCA. Sole use of the kitchen cannot be guaranteed (e.g. SPEL may be catering at the same time as Hirer).

12.6 The Hirer shall not eat, drink, sell or permit to be sold or bring onto the premises any refreshments without the consent of the Officers of the CCA and then only in accordance with the appropriate Health & Safety Legislation and Food Safety Regulations. There is only one small refrigerator available for the use of outside caterers.

12.7 High-risk foods should not be brought onto the premises until half an hour before the event takes place.

12.8 Food should be out of refrigeration for only a very short time.

12.9 No alcoholic drinks shall be brought onto the premises for consumption therein. Kindly observe the kitchen notices regarding cleaning and refuse removal.

12.10 The Association's insurance does not cover any accident/incident sustained by outside caterers, whether commercial or otherwise – i.e. any other persons other than CCA/SPEL employees.

### 13. LICENSES

13.1 The hirer shall observe all the conditions attached to the entertainment licenses and the theatre license where appropriate for the Accommodation.

13.2 No copyright dramatic or musical work shall be performed or sung without the license of the copyright holder, such license being produced to the CCA prior to the commencement of the Function.

13.3 Hirer shall pay the CCA any fees relating to the Performing Right Society charges where copyright music is used.

### 14. GENERAL

14.1 The CCA shall have the right to prohibit smoking at the Function.

14.2 No additional lights or electrical extensions shall be used without the previous consent of the CCA..

14.3 No bolts, nails, screws, tacks or similar objects shall be driven into any part of the Accommodation or affixed there on.

14.4 CCA shall have the sole right to arrange for the broadcasting/televising of any function. Any payment in respect thereof shall be the CCA's.

14.5 The CCA reserve the right to cancel bookings at any time prior to the date of the Function if the Accommodation shall not be available for any reason beyond its control.

14.6 The CCA reserve the right to make a separate charge for bar facilities when a room other than the Hall and/or Lounge is booked.