



## **Bookings Terms and Conditions**

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## **Part 1: Contract**

### **1.1: Payments**

- All hire payments to be paid in full as prescribed on the invoice.
- For one-off/casual Hirers, payment will be due prior to the date of hire.
- For regular Hirers, payment will generally be 14 days from the date of invoice.
- Failure to make full payment on time, and in accordance with the invoice submitted, will be considered a breach of these conditions. This will result in the withdrawal of use of the facilities with immediate effect and until full payment of all outstanding sums are made.

### **1.2: Right of Refusal /Termination of hire**

- The Mead Centre reserves the right to refuse any hire application for any part of the Centre if the use is deemed unsuitable and/or not in accordance with Mead Centre values.
- The Mead Centre reserves the right to terminate any hire, at its absolute discretion, as a consequence of any action, state or condition apparent as a result of a visit, in accordance with the Terms and Conditions.

### **1.3: Cancellations**

#### **Cancellation of a Rental by the User**

- Any changes or cancellation must be received in writing or by email. This includes notification of holiday periods by long term users.
- Long term users will be asked to give one month's notice in writing to terminate their agreement.
- Short-term users will be asked to give at least 7 days cancellation notice.
- Failure to cancel/terminate within the notice period may result in the user being charged at the full rate.
- If a user fails to arrive without notice the full fee will be applied.

#### **Cancellation by the Community Centre**

- The Mead Centre will always endeavour to honour all bookings. However, we reserve the right to cancel any booking at our discretion and to change or amend the terms and conditions of hire at any time without prior notice.
- The Mead Centre may cancel a hiring if:
  - the facilities are required for any purpose in connection with a local or national emergency,
  - the facilities are rendered unfit for use,
  - essential maintenance and repair work needs to be carried out.

If the hiring is cancelled for any such reason, the Mead Centre will give the Hirer the maximum practicable notice and refund the charges (if already paid) but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to:

- accept the same,
- consent to such cancellation,
- have no claim at law or in equity for any loss or damage in consequence thereof.

## **1.4: Indemnity and insurances**

- It is the responsibility of the Hirer to ensure adequate public liability insurance is effected to cover risk arising out of the use of the premises by the persons or organisations named on the booking form. Furthermore, the Hirer will indemnify the Mead Centre against loss, damage, claims or expenses howsoever arising and caused or occasioned during the Hirers' use of the premises.
- The Hirer shall indemnify the Mead Centre for any claim for damages, costs or expenses that may be made against the Centre in respect of any personal injury or loss of or damage to property in consequence of the hiring.
- The Centre shall not be liable for any loss due to any cause beyond its control including failure of supply of electricity, leakage of water, fire, government restriction or any other Act of God which may cause the premises to be temporarily closed or may cause the hiring to be interrupted or cancelled.

## **1.5: Transfer of hire**

- The Hirer will not transfer or sub-let the booking to any other person or organisation.

## **1.6: Long- and short-term room hire**

### **Long-Term Room Hire:**

- Long Term agreements can be made on an annual basis. Dates will be provided via email to the Bookings Manager. Long-term users will be invoiced on a monthly basis, on the first week of the month and payment will be due within 7 days. Repeated failure to pay invoices on the due date will result in loss of credit and/or lease arrangements being cancelled. One month's notice is required in writing to cancel a long-term rental, but individual weeks can be altered with 2 weeks' notice.

### **Short-Term Room Hire:**

- Short term room hire will be made via the Bookings Manager. Payment in full is to be made in advance of the event.
- If the Centre is not vacated at the time agreed in the booking, or if the Centre is left in an unusable state, then additional charges may be made. Licensed events require a deposit of £200 and the deposit is repaid within 7 days of the event taking place.

## **1.7: Classes**

- Organisers of courses or lessons held within the Centre are responsible for ensuring that tutors have appropriate qualifications, and that all necessary insurance is in place.

## **Part 2: Safeguarding and GDPR**

### **2.1: Children's Act and Safeguarding**

- The Mead Centre recognises our responsibility to ensure that all organisations that hire our facilities to serve children, young people, or vulnerable adults uphold a robust safeguarding policy and have a named person for safeguarding. Each organisation shall provide the name of their Safeguarding Officer on booking. The Hirer must inform the Centre of any changes to this information.
- Further details on the Mead Centre's approach to Safeguarding are included in the Centre's Safeguarding Policy.

### **2.2: Photographs**

- Photographs taken at exclusive use parties purely for personal use are permitted. Control of such photography is the responsibility of the Hirer. Photographs in other circumstances can only be taken with the permission of the Mead Centre Management Committee.
- Photographs of children and vulnerable adults may only be taken with the agreement of parents, carers, or the adults themselves.

### **2.3: Data Protection (GDPR)**

- To allow processing of your booking, we need to hold certain details about you which are shared with our computer, accounts, and auditor service providers to assist in keeping our systems running. Your information will not be shared with any other parties.

## **Part 3: Conduct**

### **3.1: User conduct**

- All users will be asked to show respect at all times for all others using the Centre, Centre volunteers and the property itself. We ask that children accompanying adults during any activities are not left unattended at any time.
- The Centre shall not be used for any purpose other than that duly authorised in advance by the Centre Management Committee. The Hirer is responsible for:
  - effective supervision of the activities in the premises during the hire period,
  - the prevention of disorderly or unlawful behaviour,
  - ensuring that no nuisance arises to the Centre or other users of the Centre, or to residents in the vicinity by noise in particular.
- Failure to meet with these requirements may result in cancellation of further bookings.

### **3.2: Personal/lost property**

- The Centre will not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Centre either by the Hirer for their own purposes or by any other person.
- The Mead Centre do not accept any responsibility for the property of any person or organisation using the building or car park.

### **3.3: Damage**

- The Hirer shall immediately report to the Centre Management Committee any damage existing at the commencement of the period of hire. The Hirer shall be responsible for, and shall reimburse the Mead Centre for, any damage done or occasioned to the premises or to the fixtures, fittings, apparatus, equipment (including sound, lighting and projection), furniture or to other contents thereof during the use of the premises by them, or if the building is left unlocked or unattended and damage results.
- No tape or fixings that damage the paintwork can be used in the Centre. All balloons, notices or decorations must be hung from hooks provided.

## **Part 4: Use of premises**

### **4.1: Health and Safety**

- Group Leaders are responsible for ensuring Health and Safety compliance during their activities. Health & Safety procedures developed for activities in the Centre should reflect those of the Mead Centre (detailed in the Mead Centre Health and Safety Policy) so that volunteers and Centre users are not endangered in any way. If the Group Leader changes during the life of the lease, the new Group Leader will be asked to countersign the document to ensure he/she/they recognises his/her/their responsibilities in relation to Health and Safety requirements.
- As a minimum, Group Leaders are advised to have their fire, general, and activity-specific risk assessments reviewed on an annual basis. Any equipment owned and used by the Group must be regularly maintained and maintenance records kept. Any electrical equipment must have a current Portable Appliance Test Certificate. The use of portable gas equipment is strictly forbidden. Groups are required to provide the Centre Management Committee with copies of the above documents on request.
- Bouncy Castles are not permitted at any time inside the Mead Centre, or on Mead Centre grounds.
- Indoor barbeques are strictly forbidden.
- All accidents, near misses and health and safety concerns must be notified to the Centre Management Committee immediately via the Mead Centre's Health and Safety coordinator.

## 4.2: Fire safety

- The Hirer should familiarise themselves with the fire safety and evacuation procedures and, prior to commencement of the event, indicate to attendees the evacuation routes and means of escape.
- Fire exits must NOT be obstructed at any time and only opened in a genuine emergency.
- The use of naked flames, including, but not limited to, candles, joss sticks and the like is not permitted.
- If any member of a Group has a disability which would affect his/her/their ability to evacuate the building easily in case of fire, the Group Leader must make the necessary arrangements to ensure the member's safe evacuation.
- Groups with wheelchair users in attendance must make necessary arrangements to ensure their safety in case of fire.
- For health and safety reasons, smoke machines are not permitted on the premises.
- Further details on Health and Safety and Fire Safety at the Mead Centre are included in the Mead Centre's Health and Safety and Fire Safety Policies.

## 4.3: Security

- Users must ensure that appropriate measures are taken to ensure security of their guests and Centre users before any function takes place.
- It is recommended that, once all attendees have arrived, the main entrance door is locked to prevent any unauthorised entry.
- In the event of any security problems (e.g., altercations) which Centre representatives feel is posing a threat and is not being adequately dealt with by Group Leaders, the police will be phoned.
- Regular users will be given access to the building during the time of their hire period using the AirKey system via their mobile phone. Users must vacate and lock the building promptly at the end of their session. The AirKey cannot be transferred to another person. One-off and infrequent users will be given access to the building by a volunteer.
- The security alarm is active after 11pm and before 7 am, so no user should attempt to access the building at night.
- CCTV is active around the building at all times.

## 4.4: Use of, and leaving, the building

- Hirers must ensure that the maximum permitted occupancy for the room/s hired is not exceeded. Details of maximum occupancy are specified on the Booking Form.
- Right of entry to the hired premises is reserved to any member or representative of the Mead Centre on duty at any time during the hire, the Police, and any other emergency service worker.
- The Hirer shall have the use of the premises during the hours agreed and shall vacate the building promptly (or before) the end of the hire period on the booking form.
- No advertising, publicity or other material may be affixed to walls and surfaces, inside or out, (except on notice boards) without the prior consent of the Mead Centre.

- No alterations or additions shall be made to the premises, including electric power supplies or lighting fittings, without the written consent of the Mead Centre. Any such approved work will be completed to the Centre's satisfaction and entirely at the Hirers cost.
- The use of glitter or products containing glitter, or confetti and party poppers are strictly forbidden.
- Hirers must leave the premises clean and tidy. All equipment must be cleaned and stored away or placed as required.
- Rubbish and recycling must be taken with you at the end of the hire as the Mead Centre is unable to provide this facility.
- Hirers should leave in an orderly manner and not cause annoyance or nuisance to occupiers in adjoining buildings. All evening bookings will end at 10.30 pm at the latest and users must leave and secure the premises before 11pm
- Any equipment or belongings left on the premises without prior agreement will be treated as abandoned and disposed of.

#### **4.5: Sensory Room and changing facilities**

- Children and vulnerable adults using the Sensory Room must be accompanied by a carer at all times. Guidelines for using the Sensory Room are provided to users.
- Hirers making use of the specialist access/lifting facilities should be fully aware of the means to operate the equipment and do so at their own risk. Training will be provided before first use of the hoists.

#### **4.6: Car park**

- There is a limited number of car parking spaces and users should restrict themselves to using them for loading and unloading equipment necessary for the hire, and for dropping off and picking up attendees only. There are dedicated disabled parking bays for "blue badge" holders and attendees with mobility issues.
- There are several nearby public car parks; on Silver Street, behind the Medical Centre on the High Street and off St John Street (within 200 metres of the Centre) and you should encourage attendees to make use of these.

#### **4.7: National emergencies**

- The Hirer will ensure that they comply with all current Government guidelines, restrictions and legislation in force at the time relating to any pandemic or emergency that may arise.

#### **4.8: Sale of goods**

- The Hirer shall, if selling goods, comply with Fair-trading laws and any local "Code of practice" issued in connection with such sales and in particular ensure that the prices of all such goods and services are prominently displayed as shall be the sellers name and address.



#### **4.9: Internet usage**

- A wireless network service is provided by the Mead Centre and is completely at the Centre Management Committee's discretion. Users' access to the network may be blocked, suspended, or terminated at any time and for any reason.
- Users agree not to use the wireless network for any purpose that is unlawful or otherwise prohibited, and you are fully responsible for your use.
- Parents and guardians of under 16s are responsible for their children's internet use.
- The wireless network is provided "as is" without warranties of any kind, either expressed or implied.
- All named users are responsible for who they share the Wi-Fi code with and usage of the wireless network whilst their Group is running.

#### **4.10: Television**

- The Mead centre does not hold a TV licence and it is therefore illegal to watch any TV programmes or live streaming service on any device plugged into the mains supply.

#### **4.11: Smoking**

- Smoking and vaping is not permitted anywhere within the building, in porches and near entrances.

#### **4.12: Alcohol and gambling**

- No sweepstake, raffle or other form of lottery shall be promoted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to Gaming, Betting and Lotteries.
- No alcohol shall be sold, supplied, or consumed on the premises without prior notification. Where such consent is given, Hirers shall ensure compliance with all relevant legislation, orders, and regulations, in particular those relating to the sale/ supply of alcohol and the provision of regulated entertainment.
- It is an offence in law to allow alcohol to be consumed by any person under the age of 18 and failure to comply will result in refusal to hire the premises in future.

#### **4.13: Public performances and music**

- The Mead Centre holds a PPL/PRS music licence. This covers all use of recorded or live music in the Mead Centre, except for 3rd party hire to individuals or businesses making a profit from the activity. Such users need to obtain their own licences if playing recorded or live music.
- All necessary licences for public performances of plays and of music must be obtained by the Hirer by means of application to the appropriate local authority or the Performing Rights Society. Evidence of the appropriate permissions will be required prior to the event.

#### 4.14: Animals

- No animals (except personal assistance dogs) shall be brought into the premises.

#### 4.16: Catering

- All refreshments brought onto the premises should not be stored longer than three hours before the start of a function. This requirement is necessary in the interests of food safety. Any waste food or rubbish generated by the Hirer providing their own refreshment must be removed from the premises at the end of the function.
- Representatives of Groups wishing to prepare food in the main kitchen should have the necessary food hygiene qualifications and certificates.
- Propane Gas, Barbecues, portable stoves or any other cooking/heating equipment (other than that provided in the kitchens) is not permitted on site at any time.

### Part 5: Signing the agreement

*By signing this document, you agree to abide by the Terms and Conditions stipulated in this document, and to any penalties applied to breaches of the Terms and Conditions*

Signed \_\_\_\_\_

Print full name \_\_\_\_\_

Date \_\_\_\_\_

### Part 6: Further information

For further information relating to the Mead Centre and our facilities, please visit our website: <https://www.themeadcentre.co.uk/>.

### Document versioning

Element	Date
This policy was agreed by the Mead Centre Management Committee	
This policy was adopted by Management Committee	
Next review date <i>This policy will be reviewed on an annual basis</i>	