**African Caribbean Centre Terms and Conditions – Room Hire**

These are the terms and conditions for the hire of rooms at the African Caribbean Centre, (ACC) currently manged by the African Heritage Alliance (AHA). To hire space/room at the ACC you must sign and date a copy of this document.

**Payments**

The full balance of payments stated on each hire agreement, must be paid at least 14 days prior to the first date of event on that hire agreement. For some one-off bookings, large events or parties, a refundable deposit of £60. If the total booking fee is less than £50 then the full amount is required to be paid at the time of booking. This fee will be refunded to the client if the rooms/spaces hired are left in satisfactory condition according to the AHA.

Any booking arranged less than 14 days ahead must be paid for in full at the time of the booking, as well as all payments less than £50.

1. **Series Lets - Payments & Bookings**

Bookings will be accepted for a maximum 12-month period. Subsequent bookings will only be accepted if amounts owing from previous bookings have been paid in full.

1. **Cancellations**

Clients must give at least 14 days cancellation notice to qualify for a full refund for their event. The following terms apply for cancellations made less than 14 days of the date of hire:

* Cancellations made between 13 to 8 days will receive 50% of their hire fee returned
* Cancellations made between 7 days before the event, then the full hire downpayment will be held and no refund applied
* Refundable deposits will always be returned to the customer, even in the event of late notice cancellations

In exceptional circumstances, the Centre Manager can use their discretion to issue refunds for cancellations made less than 7 days prior to the date of hire.

AHA reserve the right to change or cancel bookings at any time without prior notice due to unforeseen circumstances. In this case a full refund will be given by the client by AHA, or a mutually agreeable rebook date. AHA also reserve the right to suspend or remove any persons from the buildings, in the event of a breach of Terms and Conditions and in accordance with our policies and procedures.

Cancellations made more than 15 days before the event will receive a full refund, or a mutually agreeable alternative booking.

1. **Use of Premises and Maximum Permitted Numbers**

The premises can only be used for the purpose specified at the time of booking. It is the responsibility of the client, in consultation with the AHA volunteer/staff, to ensure that the premises is suitable for the purpose for which it has been hired. The client will be responsible for the management of the event and will also be responsible for any costs associated with damage or loss.

The Centre Manager or their representative shall have the right to refuse or stop any activity which contravenes the Equal Opportunities Policy.

In the event of the client exceeding the maximum permitted number of people using the room/space hired, AHA reserves the right to terminate the letting and remove all persons from the premises.

The client is responsible for leaving the premises in a condition that is satisfactory to the volunteers/staff/Manager of the centre.

1. **Use of the building**

The client shall not assign, sub-let, or part with possession of the benefit of the centre. AHA also expects all groups and individuals using the centre to ensure that no action that could be deemed as extremist takes place as part of their activities. (Prevent Duty Guidance in England and Wales HM Government July 2015).

**Conditions When Hiring Equipment**

All equipment must only be used for the purpose specified. The client must ensure that only competent persons operate the equipment. Any equipment hired/borrowed from AHA should be returned by the specified time and in the same condition as it was when it was collected. If you are unable to return the equipment on time or it has been damaged, stolen or is defective you must contact AHA as soon as possible and a charge may be payable.

If a client wants to bring in equipment to the centre, they must seek permission from AHA to do so, and the equipment must be pat tested and in good condition, (particularly regarding electrical equipment). The client must ensure that the equipment is adequately supervised and is used for the correct purposes, The client must also have adequate insurance cover for the use of personal equipment at the centre and the documentation must be seen by the volunteer/staff at centre.

1. **Loss Injury Damage Clause**

It shall be the responsibility of the client to pay to the AHA the cost of making good any loss or damage caused to the premises, furniture, fittings, or equipment because of the hiring.

1. **Radio/TV Broadcasts - Performing Rights**

The client shall not, without the approval of the AHA, arrange or permit any radio TV or online and social media broadcast from the premises or the taking of any image intended for any display on television or to be shared online. There shall be no public performance of any dramatic or musical work (live or recorded) in which copyright subsists either in the work itself or in the recording of it used unless the written consent of the owner or the agent of the owner of the copyright has been obtained and the client shall indemnify the AHA against the consequences of any unauthorised performance of copyright work.

If any musical work is performed, two copies of the programme giving the name of the works performed, the name of their respective composers and the makes and the number of any records used shall be supplied to the AHA. The client shall if requested by the AHA supply a copy of the written consent of the copyright holder of any work.

1. **Entertainment Licences**

The client shall be responsible for complying with the conditions of any requirements for any public dancing, singing or music or similar entertainment, any cinematography exhibition, any public performance of a stage play, or any other public display.

1. **Alcohol and Cigarettes**

No intoxicants shall be sold or consumed on the premises except with the express permission of the AHA. The AHA provides a fully stocked bar and can provide alcoholic drinks of your choosing.

1. **Corkage Fee**

Hirers of the African Caribbean Centre are not permitted to bring any alcohol into the Centre unless a corkage fee has been paid. The corkage fee is £350 for events held in the Main Hall, £250 for events in the Seminar Room and Dance Studio, and £100 for all other rooms. All alcohol brought into the Centre must comply with the corkage policy, and any unauthorised alcohol will be confiscated. The Centre reserves the right to refuse entry or terminate the hire agreement if these conditions are not adhered to.

1. **Risk Assessment**

For every booking, an Activity Risk Assessment must be completed by the client, which concludes that there is a minimal risk of injury to staff, the client and other centre users. The client is responsible for the control measures on that Risk Assessment. Risk Assessment must be reviewed annually at a minimum, or when there is a change in activity, procedure, policy, or in the event of an increased risk being introduced. AHA volunteers/staff may be able to advise and / or help with the completion of the risk assessment (on their discretion).

1. **Children’s Birthday Parties**

The client is responsible for ensuring the safety of the children at the party and is also responsible for ensuring the children attending are always supervised (by a parent, guardian, or designated carer). If the hirer wishes to use the room(s) for a birthday party for children (under the age of 16), then they are advised consider taking out Public Liability insurance for that event. The AHA accepts no liability for any claims arising from the activity.

1. **Personal Belongings**

AHA are not responsible for the loss or damage to any personal belongings of the client or any service user while using our centres. Any equipment / materials left on site (in agreement with the site manager) is left at the hirers own risk.

1. **Individual and Community Group Public Lability Insurance**

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| **What is public liability insurance?** | This type of insurance would cover you or your group if a customer or member of the public was to suffer a loss or injury as a result of your group’s activities and if that person made a claim for compensation. The insurance would cover the compensation payment plus any legal expenses. |
| **Why is public liability insurance a good thing?** | Even when an individual or group does everything right there is always the chance of an accident happening. With the right insurance cover, you can operate knowing that, should the worst happen, other members or customers’ property could be repaired, their possessions replaced, and their medical costs paid for. |
| **What is covered in a public liability claim?** | Policies are usually tailored to the individual and group however, as a guide, the insurance covers an individual’s or group legal liability to pay damages to members of the public for death and injury or damage to property or possessions, which has resulted from the individual or group’s activities. For example, if you ran a dance group and one of your clients was injured taking part in the activity, which resulted in the client not being able to work, a claim could be made against you for compensation to pay for a loss in earnings and health charges. Public Liability Insurance ensures that the organisation can meet the cost of the claim along with any legal expenses. |

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| **Name of Group** |  |
| **Activity** |  |
| **Name of Responsible Hirer** |  |

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| Do you currently hold Public Liability Insurance to cover the activity you are undertaking? (Please circle) | **Yes** | **No** |

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| **If yes** | What is the name of your insurance provider? | Type of insurance, Public, professional etc.? | What is the level of indemnity cover? |
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| **If no** | I understand that AHA accepts no responsibility or liability for my/our groups actions and activities and has recommended that I or our group consider obtaining Public Liability Insurance to cover the activities for which we hire ACC. | | |

**Hirers must take out adequate insurance with a reputable company to cover the activities being undertaken unless advised by the Centre Manager and a copy supplied to the AHA.**

**Hirers must be able to produce a copy of the policy and a receipt for the premium if required by the centre manager or their representative. Name Of Group Activity Name of Responsible hirer.**

1. **Health and Safety**

In the interest of Health and Safety all hirers are required to co-operate with both staff and other users. The activity will only be allowed to go ahead when all Fire Exits are completely clear. Guests/users must be made aware of the evacuation procedures; a copy will be issued to the user by the AHA. Noise must be kept at an acceptable level; if the hirer refuses to reduce the noise level, the activity will be terminated immediately.

To comply with COSHH (Control of Substances Hazardous to Health) regulations the Centre staff must be aware and have agreed in advance to the bringing in of any substances by the hirer. The facility reserves the right to refuse any substance that in their opinion could cause a hazard or danger to the facility or users.

1. **Special Conditions of Hire**

The client shall always comply with the AHA Special Conditions of Hire as found annexed to these Terms and Conditions of Hire and the AHA reserves the right to amend the Special Conditions of Hire’ at any time during, before or after the booking period.

Shall the client fail to comply with the AHA Special Conditions of Hire’, this shall constitute a breach of these terms and the AHA shall have the right to terminate the booking.

Where a booking has been terminated due to a breach, the client will be prohibited from entering another booking for a period for 6 weeks. Where the client has a booking terminated on a second occasion for failure to comply with this clause of hire, the client will be prohibited from entering another booking for a period of 12 weeks and where a client has a booking terminated on a third occasion for failure to comply with this clause the client will be prohibited from entering another booking, unless where the AHA deems otherwise.

The client shall indemnify the AHA against all actions, proceedings, costs, claims, demands, liabilities, losses, fines, and expenses whatsoever arising out of the client’s breach of this clause.

1. **DBS (Disclosure and Barring Service) Checks**

If the client is working with either unsupervised children or vulnerable adults, then they should ensure they have a valid DBS check, and this must be produced when the booking is made. It is also the hirer’s responsibility to ensure that the DBS check is renewed when it expires, the updated certificate must be shown to volunteers/staff of AHA and a copy supplied to the AHA.

1. **PEP (Personal Evacuation Plan)**

The client should notify the volunteers/staff of AHA if they have any members of their group with mobility issues and will require assistance in case of emergency. It is the client’s responsibility to ensure they have an evacuation plan, and this should be agreed with the volunteers/staff of AHA before the room is hired out.

1. **Additional conditions of hire**
2. The client will be responsible for cleaning all regularly used surfaces during your period of hire (for example table surfaces) using the products supplied upon arrival and departure. You will be responsible for ensuring that the room and equipment used are left clean and tidy, as far as is practical.
3. The client will keep the premises well-ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.
4. The client will ensure that no more than the maximum number of people permitted as indicated on the room limit sign and/or in your risk assessment (whichever is lower) attend your activity/event.
5. The client will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bags provided.
6. The client will organise your activity in accordance with guidance issued by the relevant governing body for your activity. It is your responsibility to ensure you are aware of the relevant government guidance.
7. The client will avoid using equipment, which is difficult to clean, as far as possible. You will ensure that any equipment you provide is cleaned before use and after use.

**I have read and agree to comply with all the above Terms and conditions of hire.**

**Print Name: Date:**

**Signature: Representing:**