



MAITLAND PARK SPORTS CENTRE HALL HIRE TERMS AND CONDITIONS

1: General

1.1 The **main gym area upper mezzanine, the hall, changing rooms, office, basement store room, toilets, and the kitchen** (hereinafter called the "Maitland Park Gym or MPG") are available for the sports/ fitness related activities and other branches of the community events as well as for lectures, meetings and conventions. Strictly catered functions are not permissible in MPG.

1.2 These Terms and Conditions of Hire represent the requirements of the Queen's Crescent Community Association Limited (hereinafter called "QCCA").

1.3 QCCA reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.

1.4 QCCA must be informed of the purpose for which any function area is to be used at the time any booking is made.

1.5 QCCA does not warrant that the function area being hired to the Hirer is suitable for the type of function being undertaken by the Hirer.

1.6 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and QCCA shall not be under any obligation to explain the reasons for any such changes.

1.7 We reserve the right to cancel the booking at anytime or refuse to open MPG if we find the application form incomplete, activities organised other than stated, failed to pay the fee/deposit in full prior to the booking, activities that undermines the association's policies, unauthorised activities, health and safety risks, activities that may be harmful/prejudice to the general society, booked by third a party and etc.

2 Tentative Bookings

Except at the discretion of QCCA, tentative bookings will be held for a maximum of ten (10) business days, without obligation, after which time the Hirer must confirm his/her intention to proceed with the booking with three months advance of the hire costs. If the Hirer has not done so, QCCA reserves the right to cancel the booking.

3 Confirmed Bookings

3.1 On receipt of the Hirer's wish to confirm a booking, a Hiring Agreement will be forwarded to the Hirer stipulating the charges and non-refundable advance (3 months) payable.

3.2 For the booking to be confirmed, the Hiring Agreement must be signed and returned within ten (10) business days together with the advance hire costs. The 3 month advance may be paid by cash, or cheque. Cheques are to be made payable to the "QCCA Ltd" fourteen (14) business days before the date of function. See 7.1 for hire fee condition.

3.3 Receipt of the signed Hiring Agreement by QCCA confirms acceptance of these terms and conditions.

3.4 QCCA may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed bookings.

4 Cancellation of a Booking

In the situation that the Hirer cancels a booking after it has been confirmed written notification is required and the following cancellation fees will apply:

- If cancelled more than thirty (30) days prior, all advance fees will be refunded but a 25% cancellation fee will apply.
- If cancelled thirty (30) days or less prior, the cancellation fee shall consist of all advance fees.

5 Transfer of a Booking

Except at the discretion of QCCA, a Hirer wishing to transfer a confirmed booking to an alternate date remains liable for all charges due.

6 Final Details

6.1 To ensure the success of your function, the Hirer must complete the booking form in full and return to QCCA.

6.2 The Hirer must sign and return the Booking Form at least 14 business days prior to your function.

6.3 The information on your booking form will be considered final for invoicing purposes.

6.4 The Hirer is responsible for occupying and vacating the MPG within the times scheduled. Utilisation of space outside the times quoted will be subject to availability. Additional charges may apply, at QCCA's discretion, if functions extend beyond times agreed in writing.

6.5 The Hirer must leave the premises after the permitted hours and advise all guests to leave the area. Hirer and their guest are not permitted to loiter in the local vicinity; failing to do so may result to additional charges.

6.6 If the hirer fails to vacate the MPG and the area when instructed to do so by the caretaker then the advance will be forfeited and the police will be called.

6.7 The hirer is not permitted to use the car park space outside the building, if used it is at your own risk. QCCA will not be held liable for clamping, towed, damages, theft or other losses.

6.8 Hirer must not enter the MPG before 7am.

6.9 Hirer must leave MPG no later than 10pm.

7 Payments

7.1 Unless otherwise agreed to by QCCA, full payment of hire must be forwarded to QCCA 14 business days prior to your function, either by cash, Or cheque fourteen (14) business days prior to your function.

7.2 Failure to remit the specified amount may result in the booking being cancelled and the appropriate cancellation fees will apply.

8 Rehearsals/Set ups/ Sound Checks

8.1 All technical set ups and rehearsals in the Hall must be supervised by a qualified technician.

8.3 Bump in/setups only after 7:30 am.

9 Programmes, Publicity & Banners

9.1 There are limited areas available for programmes, displays and posters and the positioning of these must be approved by QCCA. All programmes and displays must be removed immediately after the function.

9.2 Freestanding banners are permitted in all areas of the venue and positioning must be approved by QCCA staff prior to your function.

10 Merchandise Sales

10.1 A Hirer shall not put on sale any items in the MPG without having first obtained the approval of QCCA.

11 Performance Sound Levels

We reserve the right to control sound levels at your function. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted.

12 Art Exhibition Programme

The main front foyer may be used from time to time for the display and publicity.

13 Deliveries, Storage & Removal

13.1 MPG only has storage facilities in the basement, but will require written permission to use the basement space.

13.2 The Hirer must advise QCCA of any deliveries in advance and mark all deliveries with the name, date and venue of the function.

13.3 QCCA will not accept any responsibility for damage, theft or loss of goods (or equipments) left on the premises prior to, during, or after the function.

13.4 All goods must be removed at the conclusion of your function. Any goods left without prior arrangement will be deemed abandoned.

14 QCCA Directions

QCCA shall have the right to require any staff or volunteers engaged by the Hirer to carry out its reasonable directions in relation to the terms and conditions of hire.

15 Damage to the MPG

15.1 The Hirer will not affix any matter or thing to, or hang any matter or thing from, any part of the MPG or to or from any fixture or item of furniture therein without the prior consent of QCCA.

15.2 The Hirer is responsible for any damage to the building or property in the areas of the MPG under hire, or damaged as a result of the hiring event and undertakes to promptly compensate QCCA upon request.

15.3 At all times to comply with the requirements and provisions of the London Building Acts bye-laws and other public building legislations including public health and town and country planning Acts and any other orders regulations or bye-laws for the time being in force or any statutory modification or re-enactment thereof

15.4 Not to do any act or thing which would or might constitute a breach of any statutory requirement affecting the MPG or which would or might vitiate in whole or part any insurance effected in respect of the MPG from time to time

15.5 To indemnify and keep indemnified QCCA from and against all costs claims losses and proceedings arising directly or indirectly out of or in connection with or as a result of QCCA or the use of MPG by the hirer its employees agents or invitees.

16 Conduct of Function

16.1 Hirer's shall conduct and manage the function/performance in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of the MPG, and QCCA, including nuisance to people living in the area .

16.2 QCCA reserves the right to cease an event or remove a person/s without liability if behaviour is not considered appropriate.

17 Smoking and Alcohol consumption

7.1 In the interest of public health, and in line with Government Regulations, QCCA is a smoke and Alcohol free venue.

7.2 Consumptions of alcohol or directly outside the premises would result to immediate cancellation of the event and forfeit of deposit and the hire fee.

7.3 Smoking is only permitted in the garden.

18 Prohibitions

18.1 Confetti, confetti substitutes or glitter are not permitted in any area of the MPG. A cleaning fee will apply if these are used.

18.2 The use of special effects, including smoke and dry ice machines, are prohibited in all areas of the MPG at all times.

18.3 Except with the prior approval of QCCA, the use of candles and candelabra are prohibited in the MPG. Consideration for use of candles will only be given to oil-filled candles and a maximum of two (2) free-standing candelabra. Please note the use of wax candles, of any kind, is not permitted.

18.4 If approval is given for oil filled candles to be used, the Hirer must ensure that no flammable decorations or materials are placed next to the candles so as to create a fire hazard. Further, if any such decorations or materials are deemed unsafe by QCCA for any reason whatsoever (including fire risk) they shall be removed from the MPG by the Hirer, at the Hirer's expense.

18.5 No flammable liquids or other dangerous substances shall be brought onto the premises.

18.6 No live ammunition, gun powder or fireworks used for special effects shall be brought onto the premises or used outside the premises without prior written approval from QCCA, and without the sighting of the appropriate licenses.

18.7 Consuming alcohol inside and outside the premises is prohibited, your contract may be terminated and lose all advance payments. See 17.1 and 17.2

18.8 The hirer is not authorised to leave or store any equipment, good or other properties in the main hall.

Equipments stored/left in the hall can infringe public health and safety. You can seek permission to use the basement as storage space at your own risk.

19 Community Rate - Meeting Hall only

QCCA offers a discounted rate for community based organisations or groups. Eligibility for this discount is decided on the following criteria:

- The Hirer must be a non-profit organisation or group registered with Charities Commission.

The Hirer must provide proof of their eligibility to QCCA i.e. charity registration number.

20 Indemnity to QCCA and Spotless

20.1 Liability for Damage to Property or Injury to Persons.

The Hirer must indemnify QCCA against any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, owned by third party including QCCA s, or in respect of personal injury to, or death of, any person arising out of or in connection with the function where the injury, loss or damage arises out of or in connection with the function and is caused by any negligent act or omission or wilful misconduct or breach of statute, or any breach of this Agreement by the Hirer.

21 Insurance

21.1 The Hirer is responsible for the insurance of all equipments/ goods and other property, scenery, decorations, and the like while it is in the MPG.

22.2 The Hirer shall effect and keep effected for the period of hire a policy of insurance against risks to the Public.

22.3 The Hirer must immediately notify the relevant insurance and QCCA in writing of any occurrence or accident likely to give rise to a claim under the insurance policy and thereafter give all information and assistance as may be reasonably practicable in all the circumstances and give to QCCA (if required by QCCA) a statutory declaration as to any matters connected with such occurrence or accident.

22.4 To take out and at all times maintain third party or public liability insurance to cover any liability which might attach to the QCCA or the hirer in respect of MPG. and to supply QCCA with a copy of such insurance policy.

22.5 In respect of any insurance policy against fire taken out by the hirer to indemnify QCCA against any claim made by the hirer's employees agents or invitees arising out of damage by fire howsoever caused and to pay to the QCCA the amount of any such insurance premium

22 Cleaning

22.1 The hirer is responsible for ensuring that the MPG is left in a clean and tidy condition.

22.2 Cleaning is to be completed directly after the function. Users are not permitted to clean up on the following day unless the time is booked and paid for in advance.

22.3 Remove all other rubbish from all areas of internal and external of MPG.

22.4 The kitchen and toilets are to be left in a clean and tidy state. All surfaces are to be wiped clean and bins emptied. Any equipment used is to be cleaned and returned to shelves, storeroom etc.

22.5 Floors are to be vacuumed/ swept and cleared of any rubbish.

22.7 Failure to clean the premises to an appropriate standard will result in the additional charges.

23 Setting up and closing up

23.1 The time required for setting up, replacing furniture, equipment and cleaning the hall must be booked and paid for.

23.2 Furniture, equipment and fittings are not to be moved unless permission has been granted prior to the function and they must be returned directly after the function. If furniture's is permitted for use, they must be left as found, clean, replaced in the correct storage compartment.

24 Responsibility for the premises

24.1. QCCA staff will be on duty at all times during the hire period unless agreed otherwise. Hirers must at all times comply with their instructions. Failure to do so may result in the police being called.

24.2 QCCA gives no warranty that MPG is legally or physically fit for the Permitted Use or for the hirers occupation of the MPG and QCCA shall not be liable for the death of or injury or damage to any person or property or for any losses claims demands action proceedings damages costs expenses or other liability incurred by the Hirer or any person exercising or purporting to exercise any of the permissions given by this Agreement.



Booking Form

TO BE COMPLETED IN CONJUNCTION WITH HALL HIRE - TERMS AND CONDITIONS

FEE'S:

£20 per hour for the Hall,

£30 per hour for the hall and Class Room

Tick here to hire

Tick here to hire

Three month advance is required.

(Existing customers only)What rate are you currently paying?_____

Start timeEnd time..... Date Required.....

Frequency (if applicable) regular bookings only.....

Type of Function (activity).....

Name of Applicant (hirer):.....

Name of Organisation (if applicable) (hirer):

Mailing Address:

.....Post Code.....

Contact Telephone Number: (business hours)

Email address.....

Is the hirer an incorporated body? YES/NO

Is the hirer a registered charity? YES/NO

If yes please give charity number _____

Is the hirer providing a services to children, young people and vulnerable adults? YES/NO

If yes please give details of CRB confirmation attached to this form. If not we can process your CRB. For more details please call 0207 267 6635 or ask the receptionist in Queen's Crescent Community Centre.

Does the hirer have Public Liability Insurance Cover? YES/NO

If yes, to what value £_____

Will alcohol be present? YES/NO

Will live or recorded music be used? Please give details_____

Approximate number of people:_____

List of activities to be conducted in Centre:_____

I acknowledge the terms and conditions of hire attached on this form, and agree to abide by them, failing to do so I will lose my advance fees and/ or refused entry at the time of hire.

Signature of Hirer:Date.....

Full Name in block capital letters.....

You will receive a receipt to confirm your booking is accepted.

Office use only

Name of the person approved the booking.....

Type of function/activity.....

Hourly rate agreed £.....

Does the group provide services to children, young people and vulnerable adults YES/NO

If so, is the CRB details provided acceptable. YES/NO

If 'no' the booking is void.

Please sign.....Date.....
