

## Terms & Conditions of Hire for Frinton Community Centre - Soken House, The Triangle, Frinton on Sea CO13 0AU

### Association Rules

The Association publishes a full set of rules relating to expected standards of behaviour whilst on or around its premises which must be adhered to by all hirers and members of any authorised classes or activities. A full copy is available on request from the administration office. Failure to meet these standards, if not resolved or if they become persistent or serious, may result in referral for internal investigation by the Association and could result in future refusal of Hire facilities

### Privacy Statement

The Association takes the privacy of our hirers data seriously and will only use your personal and business information for administration purposes and for communicating with you about your hire agreements with us. We will never sell or share your data without your consent and prior permission. We will not send electronic or direct mail marketing or fundraising communications without your consent. If you are happy for us to provide limited contact information regarding your event, please confirm to us in writing or by email to: [finance@frintonca.org](mailto:finance@frintonca.org)

### Confirmation of Hire

Initial enquiries for availability will if requested by the prospective hirer be provisionally held for a period of 5 working days whilst awaiting confirmation of booking. On confirmation of booking a maximum of a further 5 working days to allow completion of hire agreement and payment of agreed fees in accordance with our payment terms. If not completed within this time, we cannot guarantee the room will remain available.

### Payment Terms

Payment of all Hire fees due to the Association will be strictly in accordance with the following payment and cancellation terms. Failure to comply with these terms may result in your booking being cancelled, payments remaining due and may result in future bookings being refused or subject to special payment terms or restrictions.

#### 1) Damage Deposit

Payment of a £100 damage deposit is payable in full at time of confirmation of booking. This deposit is refundable on completion of the hire but subject to retention in full or deduction of any costs incurred by the Association for repairs to any damage to the buildings or its equipment caused by any member of the hirer's party regardless of there being any negligence on the part of the hirer. This extends to include costs incurred for disposal of waste not agreed as part of the hire costs and or any additional cleaning required as a result of the premises being left in an unreasonable condition. Other than where disputed, repayment of damage deposits will be made by bank transfer within 7 days of the event. It is the hirer's responsibility to ensure that the Association is provided with correct bank details for the account into which such payments can be made and the Association will not be liable for any losses suffered by the hirer as a result of failure to provide these details.

#### 2 Hire Costs

The full balance of all hire costs must be paid by no later than 14 days prior to the party date. If full payment is not received within this time, we cannot guarantee the room will remain available and will not be liable for any losses suffered by the hirer as a result of cancellation.

#### 3 Additional Services

Where the terms of hire extend to include any additional services to be provided by the Association, including but not limited to Entertainers, Discos, Caterers etc, a further deposit may become payable at the time of booking and will be advised accordingly. In the event of any cancellation by the hirer, such deposits will unless otherwise agreed in writing, be non-refundable. The full balance of all additional costs must be paid by no later than 14 days prior to the party date or at an earlier date to be agreed in writing on confirmation of provision of any such service. If full payment is not received within this time, we cannot guarantee the additional service will remain available and will not be liable for any losses suffered by the hirer as a result of cancellation.

#### 4 Food and Drink

We would remind you that only food or drink purchased at our bar and tea bar can be consumed on the premises unless otherwise agreed in writing. This is a condition of our licence and helps to keep our hire charges to a minimum by supporting our charity in using its facilities. We can offer a corkage service for wines, champagne, or similar bottled drinks you wish to provide yourself. A pre-paid self-service tea and coffee package is available, and we are also able to provide self-service jugs of fruit squash and paper cups for children's parties at additional cost. Please ask for further details if required.

### Cancellation Terms & notice periods

Notification of cancellation of booking will be strictly 14 days' notice in writing to the association or by email to [bookings@frintonca.org](mailto:bookings@frintonca.org)

Failure to comply with these terms may result in payments remaining due and may result in future bookings being refused or subject to restrictions.

### Cancellation by Association

We undertake that other than for circumstances outside of our control, confirmed bookings will be honoured and not cancelled. Whilst we will always endeavour to give a minimum of 14 days' notice of any cancellation that does become necessary, we cannot guarantee to do so and will give whatever notice is possible in the individual circumstances. In such circumstances the Hirer will not be responsible for the fees due for any affected hire session. The Association will not be liable for any losses suffered by the hirer as a result of such unavoidable cancellation.

### The Hirer undertakes to:

- 1) Only use the association Rooms and facilities at authorised times for activities agreed with the Association and to vacate the premises quietly with consideration for our neighbours and in accordance with our licencing requirements and staff instructions
- 2) Conduct all activities in a lawful, safe and responsible manner and abide at all times by the Association's rules
- 3) Ensure appropriate certification, qualification and/or competence of any entertainer or service provider employed by the hirer and to ensure that such service providers maintain adequate Public Liability insurance and to provide the Association with documentary evidence if requested. This should extend to satisfactory DBS checks for any individuals working with children or vulnerable adults.
- 4) Ensure any equipment brought onto the premises is in safe useable condition and does not create any hazard or risk to safety
- 5) Ensure any mains powered electrical equipment brought onto the premises has a current portable appliance testing certificate and to provide The Association with documentary evidence if requested. This includes equipment provided by any service provider.
- 7) Provide first response to attendees of the hirers event requiring First Aid and to ensure presence of one or more persons suitably qualified to do so. Where not possible, to advise the Association management staff prior to commencement of the event.
- 8) Familiarise themselves with Fire Safety measures in the building including escape routes, fire assembly and telephone points and alarm activation and evacuation procedures
- 9) Ensure controlled evacuation of all attendees of the hirers event in the event of fire alarm activation
- 10) Maintain accurate registers of attendees and to be able to provide details to emergency services in the event of evacuation of the premises becoming necessary
- 11) Immediately report any injury or illness to any event participant to the Associations administration office or other staff members present and to ensure that the incident is properly recorded in the Incident Report Book located at the main premises reception.
- 12) Immediately report any health and safety concerns including but not limited to, dangerous surfaces and damaged equipment to the Associations administration office.
- 13) To co-operate fully with the Association and any outside investigative or regulatory bodies in any investigation or enquiries that may arise from such incidents
- 14) Leave the premises in a clean and safe condition on completion of all activities

### Complaints procedure

Any complaint should be made in writing to the Association or by email to [finance@frintonca.org](mailto:finance@frintonca.org) On receipt we will aim to acknowledge and respond to any complaint within 5 working days. If we are unable to resolve in this time, we shall include in our acknowledgement the reason we cannot immediately resolve and confirm an expectation for how and when we will be able to do so.