

## TERMS OF ROOM HIRE AGREEMENT

### REGULAR USERS

By signing this agreement you (the hirer) agree to the following:

1. Regular users will be required to pay an initial deposit of £150, which is required on signing this agreement. This deposit will be held for period of the booking and returned to the regular user at the end of the contract.
2. Regular users will be sent a weekly invoice setting out the monies owed for the previous month. This invoice is to be paid within 28 days. Any invoices remaining unpaid after this time will incur an additional late penalty fee of £10 which will need to be paid, together with the invoice amount no later than one week later. Invoices unpaid after this time will be submitted to the Small Claims Court to be settled.
3. Regular users will give reasonable notice to the Booking Officer of extensions to the times of their sessions. MCA will reserve the right to determine whether the extension is admissible. Regular users will also give notice of 28 days to the Booking Officer of cancellation of any of their sessions. In a case where a booking is cancelled within 28 days, 50% of the deposit will be retained by MCA.
4. You understand that you have the right to cancel this agreement on giving no less than 28 days notice to Nottingham Community Centre and will receive a full refund of any monies paid.
5. You agree and understand that the Nottingham Community Centre will not be responsible for any losses financial or otherwise which you (the hirer) may suffer as a result of cancellation in accordance with this agreement.
6. You will make certain that no more than 100 people shall be present in the Main Hall at the function for which it is booked. The maximum number of persons attending a function in the Lounge area should be no more than 20 people.
7. You agree that external doors and windows will remain closed when the premises are being used for the performance or production of live or recorded music or where music is used in connection with your activity.
8. You agree to ensure that noise from any entertainment that you provide in the Main Hall shall not exceed 40dB(A) (*Note that the Main Hall is equipped with a noise cut off system that will automatically stop any noise/loud music exceeding 40dB(A).*)
9. You agree that you will not exceed the hours of public entertainment; these hours are 9.00am to 11.00pm Monday to Saturday.
10. You agree to leave the premises which include the room that has been hired, the toilets, passages/hallways, kitchen, garden and car park clean and free of litter and refuse.
11. You agree that any loss or damage to fixtures, fittings or property of Nottingham Community Centre must be reported to a staff member as soon as reasonably possible (within 24 hours).

12. You agree that if any drugs or paraphernalia are found on the premises following a booking or event they will be withheld and the Police will be informed. The full deposit will be withheld.
13. Please do not use nails, pins or sellotape to fix things to the walls. Blue-tac can be used with care.
14. You agree that any electrical equipment you bring onto the premises must be 'PAT tested' if more than one year old and evidence of the test produced on demand.
15. You agree that your deposit will not be returned if any loss or damage has taken place within the time that you have used the room.
16. You agree to be considerate of the residents in the neighbourhood of the Mottingham Community Centre and avoid, wherever practical, making excessive noise. You must also ensure that your customers depart from the premises no later than 30 minutes after the event finishes without causing disturbance in the street.
17. You understand that the Mottingham Community Centre will involve the police if and when the need arises and any charges so incurred will be the sole responsibility of yourself.
18. You agree to follow the Mottingham Community Centre's Fire, Health and Safety Policy. A copy of this policy is displayed on the main Notice Board and is also available from the Caretaker on request.
19. You understand that you will be responsible for the well being and safety of users and occupiers of the premises hired out under the terms of this agreement and you will take full responsibility for all loss and damage and personal injury arising from and during the time that you have hired the room.
20. You agree that the **signatory below** is the 'person responsible' provided for in paragraph 16 above and both in his/her personal capacity and on behalf of the organisation he/she represents.
21. You agree that if you or your customers are found to be in serious breach of the terms of this agreement, the Mottingham Community Association reserve the right to terminate the use of the room hired forthwith.
22. No person under the age of eighteen years at the proposed date of hire may make a booking.
23. Any person acting on behalf of such a person and being over eighteen years of age shall be liable and fully accountable for the booking and event, and accordingly liable for any damage or loss or penalties arising from infringement of the conditions of hire or any other statutory requirement.
24. Alcohol must not be supplied to any person under the age of eighteen. No drinks are to be taken outside the front of the building.
25. No alcohol may be bought or sold on the premises unless the appropriate licence has been obtained and shown to the hirers.

26. It is against the law to smoke (including vapour cigarettes) within the Hall building. Smoking is only allowed outside the building on the left hand side, where there is a cigarette box.
27. Any hirer who is operating a business will be responsible for arranging their own insurance as would any hirer holding a large public event such as a performance with a large audience.
28. Parties and other one off events where entry is free are covered by the MCA's insurance as are meetings of local non-profit-making organisations.
29. The MCA do not accept any liability for any loss or damage to the Hirer's property or that of his/her customers, including vehicles parked on the property, howsoever caused.
30. All hirers are directed to note and comply with all notices fixed within the building, and especially with those pertaining to Fire Regulations and Precautions.
31. Regular users may book the use of the hall on a six monthly basis. The MCA may agree to extend the agreement for a further period of six months at the end of this period but retains the right not to renew.
32. The agreed rate for hire will remain the same throughout the six months but may increase in line with inflation if and when the agreement is renewed.
33. The MCA retain the right to discontinue the regular hire to any person or group if the terms of the agreement are not adhered to.
34. The MCA reserve the right not to hire the hall to any group whose aims and objectives are not compatible with those of the MCA. The booking officer will be able to give more information regarding these aims and objectives.
35. You understand that in the event that Mottingham Community Association is unable to provide the room booked under this agreement because of circumstances outside of its control (e.g. flooding, fire, interruption of power supply or heating failure) all possible steps will be taken to provide an alternative room. If however it is impossible to accommodate you, the Mottingham Community Centre reserve the right either to offer an alternative booking, or cancel and refund all monies paid under this agreement.
36. You understand that as the hirer you are responsible in the case of fire to make sure all those using the hall as part of the hire are safe and accounted for. You may wish to keep a list of who is present at the hire.
37. You understand that it is the hirer's responsibility to ensure the safety of any equipment you bring on site.
38. No fireworks, including indoor fireworks and pyrotechnics are allowed.
39. No smoke machines are allowed.
40. Any regular hirer working with young people or vulnerable adults will be expected to obtain the necessary DBS checks and make these available to the hirer. They should also show a copy of their own safeguarding policy to the bookings officer.

41. Any regular hirers or those organising an event must show the bookings officer their own equalities policy indicating that the activity they are offering is open to all persons irrespective of age, race, gender or sexual preference.
42. You agree to co-operate with the reasonable requests of the person opening and closing the hall and to be respectful and polite to that person. Failure to be helpful and polite may result in your deposit not being returned.
43. You understand that the premises assistant will assist you in getting out and putting away tables and chairs but will not do so single-handedly. It is expected that you, the hirer, will arrange tables and chairs for your event and stack chairs, help collapse tables and help put away tables and chairs at the end of the hire.
44. There are 14 parking bays in the car park and only 14 cars may be parked in the car park at any time. Hirers must ensure that their guests do not park illegally or inconsiderately, which includes no parking down the centre of the car park, no parking on the grass verges within the car park, no obstructing the driveways of local residents or parking along the road leading to the main hall gates as this blocks access to the hall and residents for emergency services vehicles. Hirers whose guests park illegally or inconsiderately, as outlined above, may lose their deposit.
45. Hirers are advised to provide their own first aid kit and, if possible, to have a first-aider present during the event.
46. You understand that if the hall is not vacated at the time stated on the hiring form you will be charged for the additional time. This cost will be deducted from the deposit or added to your invoice.
47. You understand that if the hall is not left clean and in good repair you may lose part or all of your deposit. This is at the committee's discretion and is non-negotiable.
48. For late night hirings finishing after 10pm, if the hirers require help with cleaning to be able to leave the hall on time, this will be charged at a rate of £18/hour.
49. You understand that any rubbish bags which do not fit into the outside bin must be removed from the site.
50. You understand that any request for a regular hiring arrangement or a public event must be considered by the MCA board of trustees.
51. You understand that confirmation of the booking is dependent on your producing photo ID and proof of address (utility bill etc).
52. You understand that Sunday hirings must finish by 6pm.
53. I have been told about fire evacuation procedures.
54. Use of the lounge: While the preschool is in session, users of the lounge may enter and exit only by the door from the lounge to the patio; the main doors may NOT be used as this disturbs the preschool.

# **MOTTINGHAM COMMUNITY ASSOCIATION**

## **PRIVACY POLICY**

Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our customers, known as hirers. The trustees of Mottingham Community Association Ltd take their responsibility to care for personal data under the General Data Protection Regulation (GDPR) very seriously. We will never hold personal data unnecessarily nor will we sell or pass personal information to third parties.

The types of information we require to fulfil our obligations as a provider of community hall hire are all collected on one document – the Mottingham Community Association Booking Form. Our lawful basis for collecting this information is contract, we need the information in order to fulfil the request to hire the hall. We collect this information from the hirer as a result of the hirer completing our hire agreement.

### **What information do we require**

Names, addresses, email addresses and telephone numbers.

### **How we use this information**

We collect names, addresses, email addresses and telephone numbers so we can communicate with the hirer to ensure the booking process and the reason for hire (regular hire, party, celebration, meeting, wedding, etc.) goes smoothly. No additional copies of any contact details are made.

### **How long will we keep this information**

We keep this personal information (the Mottingham Community Association Booking Form) securely for four weeks after all essentials of the hire are concluded and the deposit (where provided) is either returned or forfeited.

When a website enquiry form is completed, it is sent to us at [mcabookings@outlook.com](mailto:mcabookings@outlook.com). The enquiry form is used to contact the hirer and the email is then deleted. All email communications are kept for four weeks after all essentials of the hire are concluded and the deposit (where provided) is either returned or forfeited.

### **What we do when we no longer require personal information**

The Mottingham Community Association Booking Form, the only record holding personal data, is securely destroyed.