Booking agreement

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of space at Todmorden Learning Centre and Community Hub.

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Todmorden Learning Centre and Community Hub ("the Centre") for the hire of Tod College or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Undertaking of the Hirer

The Hirer undertakes to ensure that they understand the Hire Conditions for the time being in force.

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of the College.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.

- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their original positions safely, the Premises are cleared of people, all lights switched off, all windows and doors are closed except for any facilities or room or public area in use by another continuing hire.
- Ensuring that any packaging used during the hire (e.g., food and drink containers) is made of easily recycled materials.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order and used in a safe manner.
- Ensuring that materials, equipment, and other property belonging to hirers are not stored or left in rooms between bookings without prior agreement.
- Ensuring that no animals (except assistance animals) shall be brought into the premises except with the prior consent of the TLCCH Board.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Prior arrangements must be made for the storage of fresh/chilled refreshments brought onto the premises before the start of the function. Any waste food or rubbish generated by the Hirer providing his own refreshment must be removed from the premises at the end of the function.
- Ensuring that no barbeques, LPG appliances or highly flammable substances are brought onto the Premises.

General conduct

All hirers are asked to always show respect for all others using the Centre, its staff and the property itself. We ask that children accompanying adults during any activities are not left unattended at any time.

The Todmorden Learning Centre and Community Hub shall not be used for any purpose other than that duly authorised in advance by the Board. The Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the Todmorden Learning Centre and Community Hub or other users of the Todmorden Learning Centre and Community Hub or to residents in the vicinity by noise in particular.

Failure to meet with these requirements may result in cancellation of further bookings.

Cancellation

1. No charge if cancelled 4 weeks or more before a booking.
2. 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking.
3. 100% of booking charge is due if cancellation is 1 week or less before a booking.

Payment terms

1. For a single booking, payment is due before the event, except…
2. For any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.
3. When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until 30 days after the final fund-raising event.
4. For a series of bookings, payment is due 30 days after each event, except…
5. When a discount for payment in advance (currently 10%) has been applied to a series of bookings, payment is due before the first event in the series.

Deposit

A deposit of £200 is required for all adult parties. If the hall is not left in an acceptable state deductions will be made before the deposit is returned.

Fire Regulations

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to TLCCH.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.
- Ensure that all fire exits in the room they have booked are always kept clear, however. if any equipment, e.g., a piano, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency.
- Ensure that the relevant room, lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters.

The Evacuation Meeting Place is at Cobden Street. No person may re-enter the Premises without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application.
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- allow the use of illegal drugs on the Premises.
- allow smoking in the Premises or in the vicinity of the entrances.

Car Parking

Vehicles are parked at owner's risk and may be parked only in the marked spaces.

Only cars displaying a valid disabled parking badge may park in marked disabled bays.

Premises Licence and other relevant legislation

Alcohol can be brought onto the premises for private consumption but must be declared at the time of booking.

If alcohol is to be sold on the premises, the hirer must obtain a Temporary Event Notice authorising the sale of alcohol. The Hirer must adhere to all regulations detailed on the Temporary Event Notice.

The Hirer is responsible for:

- Notifying that TLCCH that they intend to run a bar and sell alcohol.
- Providing a copy of the Temporary Event Notice permitting them to sell alcohol to the booking administrator at least three days before the event.
- Ensuring that Alcohol is not served to any person under the age of 18 years.

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries.
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

In the case of all Clubs, Groups, Organisations and individuals that host activities for people less than 18 years of age on a regular basis, the Hirer must provide Todmorden Learning Centre and Community Hub with the name of their Safeguarding Officer (Welfare Officer).

This person must be suitably trained and have undergone a DBS check and will be responsible for ensuring that agreed standards are met by the club. The hirer must inform Todmorden Learning Centre and Community Hub of any amendments to this information.

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of TLCCH and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, resulting from the use of the Premises (including the storage of equipment) by the Hirer

As directed by TLCCH, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

Insurance

The Hirer shall indemnify Todmorden Learning Centre and Community Hub from and against any claim for damages, costs or expenses that may be made against the Todmorden Learning Centre and Community Hub in respect of any personal injury or loss of or damage to property in consequence of the hiring.

The Todmorden Learning Centre and Community Hub 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.

For block bookings the Hirer shall maintain throughout the period of hire, a policy of insurance affected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £10 million and will produce a copy of such policy to the Todmorden Learning Centre and Community Hub Centre Manager at least 24 hours before the period of hire.

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance (£10,000,000 minimum).

Commercial hirers must provide Public Liability insurance (£10,000,000 minimum indemnity).

Health & Safety

Group leaders are responsible for ensuring Health and Safety compliance during their activities.

As a minimum the 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. Groups may be required to provide TLCCH with copies of the above documents.

Please note that if any member of a group has a disability which would affect his/her 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. Please note that groups with wheelchair users in attendance must make necessary arrangements to ensure their safety in case of fire.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of TLCCH as soon as possible and complete the relevant section in the College's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to TLCCH, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

TLCCH may provide storage space, including lockers, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the TLCCH, and, on request, must be returned to TLCCH.

TLCCH accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. TLCCH may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

No alterations

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of TLCCH.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of TLCCH, remain in the Premises at the end of the hiring and become the property of TLCCH or be removed by the Hirer. The Hirer must make good to the satisfaction of TLCCH any damage caused to the Premises by such removal.

Interruption of Regular Bookings

If a Hirer is a regular weekly user, TLCCH reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

TLCCH reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and TLCCH is unable to conclude a replacement booking, TLCCH may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

Cancellation by TLCCH

TLCCH reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force majeure* situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if TLCCH reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer.
- The Board may cancel any booking, without notice, if the hirer conducts any activity, marketing, or promotion, which could, by association, bring TLCCH into disrepute.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but TLCCH shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.