# 10 Station Road, Bexhill on Sea, East Sussex, TN40 1RE.

# **Terms and Conditions of use**

The following terms and conditions of use are designed for your safety, security and comfort:

#### 1 Use

Use of the Community Centre (the Centre) is restricted to those facilities hired and times booked together with the car park (1), and toilets. Periods of hire include setting up and clearing up time and hirers must ensure that they and all persons relating to the hire have left the premises by the end of the hire time. Hirers may not sublet. The Centre management reserve the right to modify these conditions of use to reflect the nature of the event.

### 2 Hire charge

The booking will be confirmed upon receipt of the deposit and sign booking form, the balance must be paid upon arrival.

# 3 Cancellation

Deposits are not returnable where the event is cancelled within 21 days of the event and 50% of the hiring fee will be retained if the event is cancelled with more than 48 hours notice but less than 7 days. If less than 48 hours notice is given then no refund will be made and full payment will be due. There may be occasions that the hire has to be cancelled by Bexhill Youth and Community Centre, the Centre Manager will endeavour to keep these to a minimum but if they occur then these will be made up to 3 days before the hired session (unless as the result of a power cut, heating failure, or due to extreme weather) (see 8 below)

# 4 Loss and damage

Hirers must take all reasonable precautions to ensure the safety and security of all persons and property including the property of the Centre. The approval of the Centre manager must be sought before making any attachments to the walls or ceilings. It is the responsibility of the Hirer to provide adequate supervision. The Centre will not accept responsibility for any loss or damage to any articles or equipment left on the premises. Any loss or damage or incident must be reported to the Centre Manager within 24 hours whenever practical.

#### **5 Condition**

Hirers must leave the hired facilities clean and tidy and ensure rubbish is removed from the premises, we will be able to accept one black bag of rubbish being put into the centre bin.

#### 6 Furniture

Tables and chairs and other equipment are available. The Hirer is responsible for setting up and clearing away unless the services of the caretaker are engaged.

# 7 Smoking, Alcohol and illegal substances

Smoking is not permitted anywhere on the premises at any time this must be made aware to all visitors. No alcoholic beverages may be sold on the premises. No person under the age of 18 shall be permitted to consume alcohol on the premises or enter the premises under the influence of alcohol. Illegal substances are not allowed on the premises or persons under the influence.

# 8 Indemnification

The Centre is hired entirely at the risk of the Hirer. The Hirer shall indemnify the Centre against all claims, demands, actions or proceedings brought against the Centre and any loss, damage or injury suffered by the Centre arising from or in consequence of the non-observance of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants which shall happen on any part of the Centre or its environment. The Hirer shall likewise indemnify the Centre against any claim or loss arising from breakdown of machinery, failure of electrical supply, leakage, repair work, Government restrictions, or Act of God causing the hiring to be interrupted or cancelled. Hirers are strongly advised to arrange adequate insurance to cover such risks.

#### 9 Noise

Hirers are requested to respect the privacy and comfort of the neighbours and public. Any noise and possible disturbance must be kept to a minimum particularly when leaving the premises. Where amplified sound

equipment is in use all windows and all doors must be kept closed. All amplified sound must cease by 11.30pm.

#### 10 Fire

Hirers shall be familiar with the means of escape posted in every room and be responsible for the persons under their control. All doors marked with an emergency exit sign must be kept clear during the event.

# 11 Security

Hirers must ensure, in the absence of Centre staff, that on leaving all doors firmly closed, the lights are out (except for exit signs) and the premises secure. The Centre Manager or any member of the Management Committee reserves the right to refuse entry to the Centre to any person/s. The Centre Manager or any member of staff, working in relation to the hire, has the right to call the emergency services (Police, Ambulance Etc) and they will be welcome to enter the Centre.

# 12 Health and safety

All incidents however minor must be recorded in the incident book located with the first aid kit in the kitchen area and sports hall. It is recommended that a trained First Aider be in attendance for the duration of the event.

(1) The hirer or persons related to the hire do not have automatic rights over the use of the car park, if such person uses the car park they accept that Bexhill Youth and Community Association holds no responsibility for any damage occurred. The hirer also needs to ensure that no-one else using the car park is blocked in. Consideration for the neighbours and other road users should be made when parking in the streets. Under no circumstances should anyone using The Centre or dropping off, stop or park on the white zigzag lines outside the centre.