

The Chantry Community and Arts Centre

Terms and Conditions for Private Functions

The Chantry Community and Arts Centre is operated by Thornbury and District Community Association ("TDCA"), a Registered Charity with charity number 301639. Rooms or spaces for hire are referred to below as "The Facilities". The person hiring The Facilities is referred to below as "The Hirer". The function, party or activity for which the booking is made is referred to below as "The Event".

Bookings

The duration of hire must include the time required to set up The Facilities up as well as to completely clear up and put any furniture back in its original place.

The Facilities may not be entered before the booked start time and must be vacated by the booked finish time.

Bookings are not valid unless confirmed as accepted by TDCA.

The Hirer must be at least 18 years of age. The Hirer will be responsible for ensuring that all conditions under this agreement relating to management and supervision of the premises are met.

TDCA may decline a booking if the use by a particular association or individual presents a risk of public disorder or is incompatible with the terms of TDCA Constitution.

Consumption of alcoholic drink

If alcoholic drinks are to be served from a bar by TDCA staff or appointees, then the appropriate fee for this facility must be paid by The Hirer.

To reduce costs for The Hirer, TDCA may agree to allow the consumption of alcohol which has not been provided by TDCA. Under such circumstances, an Alcoholic Drinks Fee will be charged and must be paid by The Hirer.

Payment and Deposit

A deposit must be paid within 7 days of making the provisional booking in order to secure the booking. The amount of the deposit will depend upon the nature and size of The Event.

Final payment must be made by the date specified in the booking confirmation (which will have been previously discussed) or the booking may be cancelled by TDCA and the deposit will not be refunded.

The deposit will be returned in full to The Hirer by TDCA within 7 days after the end of The Event, assuming that there is no cause for retention of the deposit as detailed below:

1. If The Facilities are not vacated by the time agreed in the booking confirmation, the deposit will not be refunded.
2. If the playing of any agreed recorded or live music is not stopped by the time agreed in the booking confirmation, the deposit will not be refunded.
3. If The Facilities are not fully cleared or cleaned after use, or furniture and equipment is not returned to the position it was in before The Event, a sufficient proportion of the deposit will be retained by TDCA to cover the effort and costs of rectifying such omissions.
4. If any damage is done to any part of the Chantry premises or its contents by the attendees of The Event, a sufficient proportion of the deposit will be retained by TDCA to cover the cost of repair or replacement. Where the cost of repair or replacement is higher than the deposit amount, The Hirer will be liable to pay any additional sum required.
5. If the maximum number of attendees, agreed in the booking confirmation, is exceeded then a proportion of the deposit will be retained in cases where a higher rental charge or Alcoholic Drinks Fee would have been payable for the additional attendees.
6. If alcohol is consumed during the event without prior agreement and payment of the appropriate Alcoholic Drinks Fee, then the deposit will not be refunded.

Cancellation of bookings

If The Hirer cancels the booking after paying the deposit, then the deposit will not be refunded. If The Hirer cancels the booking after paying the final balance, then none of the booking fee will be refunded.

TDCA reserves the right to cancel bookings in the following circumstances, in which case a full refund will be given:

1. The environment becoming dangerous or unusable for The Event;
2. The premises being taken over by a statutory body for emergency use.

Safety

The Hirer shall ensure that all people attending The Event shall do nothing which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

1. Obstructions must not be placed in gangways or exits, nor in front of emergency exits;
2. Performances which could involve danger to the public are not permitted;
3. No unauthorised heating appliances shall be used on the premises;
4. TDCA office staff must be informed, as soon as possible, of any accident or injury occurring on the premises;
5. Any failure of equipment belonging to TDCA must be reported as soon as possible;
6. Unless specifically agreed by TDCA, no animals except those for personal service are to be brought onto the premises. No animals whatsoever are to enter the kitchen at any time;
7. The Chantry is a historic building, and the grounds contain many potential dangers. For example, there is a pond in the wild part of the garden, which although having a grid over it, could be a danger to small children. The Hirer must instruct the person(s) in charge of The Event to ensure that children and people with disabilities are fully supervised so that they stay on the grassed area of the garden and stay away from areas which could lead to personal injury;
8. First Aid boxes are available to all users of the premises. They are located outside the kitchen or in the Coach Hall lobby and must be returned after use. TDCA does not have a qualified First Aider on site at all times.

The Hirer shall ensure that the person(s) in charge of The Event familiarise themselves with the emergency evacuation procedure and fire safety requirements which are displayed in each part of The Facilities.

Liabilities

TDCA is only insured against any claims arising out of its own negligence.

TDCA disclaims all liability for any claims and costs arising from the use of any equipment not provided by TDCA.

TDCA accepts no liability for damage to, or the loss or theft of the property belonging to attendees at The Event

The Hirer shall be liable for:

1. the cost of repair of any damage done to any part of the Chantry premises or the contents of the premises, whether caused accidentally or maliciously;
2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons or nuisance to third-parties arising as a result of the use of the premises by The Hirer.

It is recommended that The Hirer takes out an adequate level of Public Liability Insurance to cover their potential liabilities. Evidence of such insurance will be requested where necessary.

Betting and gaming

The Chantry is not licensed for betting or gaming and no such activities may take place on the premises.

Use of the kitchen

If the Chantry kitchen is used then the attendees need to bring their own catering supplies, including tea/coffee/milk etc. Crockery and cutlery are provided, but they must be washed up and put away after use.

Parking

Parking is available on site for twenty-five vehicles. There is one disabled parking space. Parking is on a first come, first served basis.

Cars must only be parked in the marked bays.

Use of the car park is totally at the owner's risk. TDCA can accept no liability for loss or damage to vehicles or personal injury resulting from acts of other drivers.

Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure and is responsible for ensuring that the noise level during their hire is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. Music can only be played by prior agreement and must be kept to the hours agreed with TDCA.

Smoking

Smoking is not permitted anywhere inside the Chantry buildings. The Hirer must make attendees aware of this.