

## The Chantry Community and Arts Centre

### Terms and conditions of room hire

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".

#### Hours of opening

The Facilities are normally available for hire between the hours of 09:00 and 21.30 every day. Any use outside of these hours must be approved in writing by TDCA. The Chantry office is generally open between 09:15 to 12:30 each weekday morning. These hours are reduced in School Holiday periods.

#### Bookings

Bookings are not valid unless confirmed as accepted by TDCA.

**The duration of a booking must include sufficient time to set up the room up as well as to clear up, put furniture back in its original place and return the room to its original level of cleanliness. TDCA will charge The Hirer for additional time when The Facilities are occupied outside of the booked duration.**

If additional time is taken outside the hours booked without previous permission from TDCA, any additional time may be charged at double the base hourly rate in addition to the booking fee.

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 the TDCA Constitution.

TDCA will use reasonable endeavours to provide a specific room which has been requested at the time of booking. There will be circumstances in which it is necessary to move the booking to a different room and TDCA reserves the right to do this. When this happens, as much notice will be given as possible and the Hirer may choose to cancel the booking without charge if it is deemed that the substitute room is not suitable.

The Hirer and the person in charge of The Facilities during the booked period 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.

#### Hire Charges and Payment Terms

Hire charges are published on the Chantry website ([www.thechantry.org.uk](http://www.thechantry.org.uk)) and are also available from the Chantry office. TDCA reserves the right to vary hiring charges at any time by providing 1 month notice. Charges applied will be those at the time of the hire rather than at the time of booking.

Where deposits or advance payment are required for a booking, the booking will not be guaranteed until such sums have been received by TDCA.

Where charges are invoiced to The Hirer, such invoices must be paid within fourteen (14) calendar days of the invoice date. TDCA reserves the right to cancel all future bookings for the Hirer or the organisation which The Hirer represents until all overdue invoices have been paid.

TDCA reserves the right to charge an additional fee to cover accidental damage and/or post event clearing up costs.

Any room booking placed for an event which will involve the serving or selling of alcohol will be treated as a private event/function and, as such, will be subject to the pricing and terms and conditions relating to such events. A hirer should contact the Office before placing a room booking if they wish to serve or sell alcohol.

#### Cancellation of bookings

If a Hirer wishes to cancel a booking, fourteen (14) calendar days' notice is required to cancel without charge, otherwise the hire fee will be charged in full.

If the Hirer chooses not to use a booking due to adverse weather conditions, e.g. ice or snow, the room hire charge will still be due and not refunded, unless TDCA have decided to close the building and notified all hirers.

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

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

## **Safety**

The Hirer shall ensure that all people attending The Facilities shall do nothing which will endanger the users of the building. In particular:

Obstructions must not be placed in gangways or exits, nor in front of emergency exits;

Performances which could involve danger to the public are not permitted;

No unauthorised heating appliances shall be used on the premises;

Use of candles, incense, indoor and outdoor fireworks, and other inflammable materials are strictly prohibited;

Use of Barbecue equipment must be agreed, in advance, with TDCA staff.

TDCA office staff must be informed, as soon as possible, of any accident or injury occurring on the premises;

Any failure of equipment belonging to TDCA must be reported as soon as possible;

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;

The Chantry is a historic building and the grounds contain many potential dangers. The Hirer must instruct the person(s) in charge 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;

First Aid boxes are available to all users of the premises. They are located in the kitchen, in the Coach Hall lobby and in the Office and must be returned after use. TDCA does not have a qualified First Aider on site at all times.

The Hirer is required to comply with the Fire Emergency Plan, which is at **Appendix A** to these Terms and conditions of room hire.

The Hirer shall ensure that the person(s) in charge familiarise themselves with the Fire Emergency Plan.

## **Liability**

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 people who attend The Facilities.

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; loss of property; injury to persons; or nuisance to third-parties arising as a result of the use of the premises.

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.

## **Music**

If recorded music is to be played in The Facilities, it is the responsibility of The Hirer to ensure that any required licenses are obtained from PPL PRS.

## **Storage**

The permission of TDCA must be obtained by the Hirer before goods or equipment are left or stored at the Chantry. Any items requiring long-term storage will be subject to a storage fee, to be agreed between TDCA and the Hirer depending upon the space requirements. Failure to pay the fee as and when agreed will mean that the stored items will have to be removed from the premises. TDCA reserves the right to cancel any storage agreement at any time by giving 1 months' notice. TDCA 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.

## **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. Kitchen use must be arranged, in advance, with TDCA and there is a charge for this service.

## **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.

## **Smoking**

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

## **Appendix A – Fire Emergency Plan**

### **Action to be taken by a person discovering a fire or being made aware there is a fire.**

- Raise the alarm by activating nearest fire alarm. Do not attempt to put out the fire.
- If possible, call the Emergency Services (999) using a mobile phone.
- Follow the actions below.

### **Actions to be taken by all persons upon hearing the fire alarm.**

- Leave the building by the nearest available exit. Do not attempt to put out the fire.
- Follow the directional arrows on the emergency lights
- Report to the nearest Assembly Point:
  - the post box opposite The Chantry entrance.
  - the wall to the rear of the garden.
- Do not stop to collect personal belongings.
- Do not re-enter the building until advised by the Emergency Services to do so.

### **Actions to be taken by the person in charge of a group.**

- When at the Assembly Point take a head count of people in your group.
- If anyone is not accounted for, alert the Emergency Services.
- Assistance should to be provided to those with mobility challenges.

### **Escape Routes**

Escape routes are as indicated by way of the directional arrows on the emergency lights.