

Terms & Conditions of Hire | BS3 Community Development | May 2024

Please read the terms and conditions of room hire carefully before confirming your booking.

Booking & Payment

A booking is considered confirmed when the Hirer or designated Agent has either printed, signed or digitally signed, and returned a paper copy of this terms and conditions document or when the Hirer or designated Agent has responded by email stating they would like to proceed with the booking having read the terms and conditions.

All room hire fees confirmed in quotes, on our website or in any booking confirmation are inclusive of VAT. By agreeing to these terms and conditions, the room hire fees owed shall be payable to us in accordance with the payment terms agreed as set out below:

- For standard one-off bookings, an invoice will be sent as soon as the booking is confirmed. Full payment of the invoice must be made on receipt of the invoice OR payment is to be made a minimum of 7 days prior to the event taking place on receipt of our invoice.
- For regular bookings, all fees are invoiced at the beginning of the month and must be paid within 30 days of receipt of the invoice.
- For weddings, an invoice will be sent for a 30% deposit of the balance which is due 6 months before the event. A second invoice for the final balance of 70% will be sent and due one month before the event.
- If applicable, any extra time and additional services used on the day of the booking will be invoiced after the event and payment will be due on receipt of the invoice.

Failure to adhere to our payment terms will result in the following process:

Clients with an overdue invoice will receive a reminder email from our Finance team with an extended payment period of 30 days to clear the account. Clients who fail to meet this new deadline will receive a further letter requesting contact within seven working days of the letter date to either clear their debt or to agree a payment plan to manage their debt. Failure to contact our Finance team within the seven working days will result in a £15 administration charge being added to the debt owed.

If the booking is cancelled, we refund according to our cancellation terms. We reserve the right to make a cancellation charge if the Hirer does not adhere these terms and conditions.

Cancellation charges:

Standard one-off or regular booking:

- 48 hours = 100%
- 3 - 7 days = 50%
- 8 - 14 days = 25%
- 15 days plus = no fee.

Weddings cancellation charge:

- 15 - 21 days' notice - 50% of the Hire charge.
- 0 - 14 days' notice - 100% of the Hire charge.

Set Up and Clear Away

Children's birthday parties

Confirmed times for the Hire period includes any time the Hirer requires to set up/clear away following the booking of the Hire.

Regular classes

We allocate 15 minutes before and after your class for set up and pack down.

Conferences, weddings, large meetings, and large parties for 18+ ages

We will set up and clear down furniture for you. It is the Hirer's responsibility to clear any rubbish (with the bins we provide), your own equipment and ask your guests to leave the premises.

Further Conditions of Hire:

- Smoking is not permitted on site.
- People are not to enter on the Charity's property under the influence of illegal drugs or to consume them on site.
- No naked flames permitted except for birthday cake candles.
- No glass is to be taken into the garden space.
- Except for registered assistance dogs, no animals are permitted on the Charity's property.
- Helium balloons, smoke machines, bubble machines and confetti bombs are not permitted and should not be brought into the building.
- The Public Entertainment's Licence limits the capacity of the venue. Please check with the Reception Team.

The Hirer

- I. The Hirer is responsible for ensuring there are no unaccompanied children on site for the duration of the booking. Where children and vulnerable adults are present, the Hirer must have a safeguarding policy in place (if they are a company) or they must read and follow the BS3 Community Development safeguarding policy.
- II. The Hirer is responsible for arranging their own public liability insurance, for all those persons attending their function. The Hirer's possessions and equipment should also be insured. We may ask to see proof of insurance documentation.
- III. Licenses - No copyright dramatic or musical work shall be played without the license of the owner of the copyright. The Hirer shall indemnify BS3 Community Development against any infringement of copyright that may occur during the hiring.
- IV. Responsible person – hirers must provide a named responsible person, who is over the age of 18 and will be present during the event/booking.
- V. Any damages to BS3 Community Development's premises and equipment will be charged to the Hirer via invoice.
- VI. The Hirer shall not use the premises for any unlawful purpose or in any unlawful way or do anything that risks physical or reputational damage to the Charity or its property.
- VII. In the event of damage to the premises by the Hirer or a designated Agent of the Hirer or a guest of the Hirer, the Charity will make good the damage and the costs will be recharged to the Hirer.
- VIII. Nothing should be affixed to the Charity's property, neither walls, nor ceiling, nor floor without prior written consent of the Charity. All bookings at Southville Centre and Chessel Centre are subject to the Terms and Conditions of Hire.

- IX. The Charity may charge for equipment returned dirty, marked, with cut cables, removed connections, or faults due to neglect or abuse. All equipment is regularly tested for electrical safety; please report any faults for repair.

The Management

- I. The manager reserves the right to stop any entertainment, private party, event, or meeting that is not properly compliant.
- II. The right is reserved to cancel any hire without notice where the manager considers it necessary for any cause outside of his/her control.
- III. The right of entry to the premises is reserved to the manager or any other agent of the manager and any police officer, at any time during the Hire.
- IV. During your booking, there will be a Fire Marshall and first aider present. It is the Hirer's responsibility to keep fire exits clear.

The Charity

- I. BS3 Community Development or its insurers will not be liable for the loss of or damage to any property or equipment, not owned by the Charity, which has been brought onto the premises by the Hirer or a designated Agent of the Hirer or guest of the Hirer.
- II. BS3 Community Development reserves the right to stop or curtail and booking which is not compliant.
- III. BS3 Community Development reserves the right to cancel the Hire without notice where the Charity considers it a risk to the proceed with the Hire.
- IV. The right of entry to the premises is reserved by BS3 Community Development or any designated Agent of the Charity at any time during the Hire.
- V. BS3 Community Development reserves the right to relocate a booking to an alternative room. The Charity will advise the Hirer of the room change prior to the commencement of the Hire.
- VI. If the event is cancelled by BS3 Community Development because of *Force Majeure*, BS3 Community Development will return any amounts paid by the Hirer for the Hire of the venue and the Hirer will not be liable to pay any outstanding balance. For the avoidance of doubt, BS3 Community Development shall not be liable for any indirect or consequential losses which arises from cancellation of the Event due to Force Majeure. An admin cancellation fee will be retained by the venue.
- VII. BS3 Community Development reserves the right to approve or deny room hire requests and/or cancel classes/events already in progress based on and with guidance from the Equality and Human Rights Commission and specifically their guidance on Freedom of Expression. "...In particular, freedom of expression does not protect statements that discriminate against or harass, or incite violence or hatred against, other persons and groups, particularly by reference to their race, religious belief, gender or sexual orientation."

The Café

- I. The Charity's Café and Caterers has a licence for the sale of alcohol and reserves the right to supply alcohol. It is forbidden for the Hirer to supply alcohol to guests during the Hire. Alcohol is only permitted with prior agreement from the venue. Alcohol is not permitted with children's party packages.
- II. The Charity's Café and Caterers reserves the right to provide catering to all bookings. Self-catering is only permitted with prior agreement from the venue.

All bookings are subject to the Terms and Conditions of Hire.