

Crawley Horticultural Society Hall - Conditions of Hire



1. Interpretation

- “The Hirer” means the organisation or individual booking Crawley Horticultural Society Hall.
- The Hirer is contractually bound by the clauses contained in the Crawley Horticultural Society Hall Conditions of Hire.
- “The Society” means Crawley Horticultural Society
- “The Hall” means Crawley Horticultural Society Hall, Ifield Avenue, West Green, Crawley, West Sussex, RH11 7AJ.
- “The Hall Manager” means such person designated by the Management Committee of Crawley Horticultural Society

2. Bookings

2.1. Single Engagements (Casuals)

- To hire the Hall, you must complete a booking form and must be a person of responsibility 21 years of age or over. The Hirer must be present at the Hall for the duration of the hire period. The Hirer may be requested to provide identification and proof of address. If identification is requested the Hirer will need to provide either a current passport, driving licence or birth certificate.
- The Hall has a maximum number of people allowed to attend at any one time. The Hirer must ensure that this number is not exceeded. The maximum number is set as part of Fire Regulations.
- Check availability of the Hall by contacting our Hall Bookings Secretary by email (chsbookings1952@gmail.com) or at our shop during opening hours (Sundays from 9.45am to 11.30am, January to November; Saturdays 9.45am to 11.30am, March to September and Wednesdays 6.45pm to 7.30pm, April to June) Shop telephone number is 07546 970594 (open hours only)
- Bookings will be considered 'provisional' until a written confirmation has been received by the Society.
- On submission of a booking form and pending the availability, a Hirers request is provisional and this will be valid for seven working days. Payment of the ‘confirmation fee’ will confirm your booking. If the Hirer does not confirm the booking via payment within this seven-day period, then the booking will be cancelled without further communication from the Society.
- To confirm a booking the Hirer must pay a ‘confirmation fee’ of 25% of the total hire charge. Without payment of the stated confirmation fee the booking will not be honoured.
- The total balance of hire fees must be paid a minimum of four weeks prior to the date of the booking.
- Bookings made within four weeks of the event will be held for up to five working days only. Upon confirmation, an invoice for 100% of the Hall Hire charge will be issued.

2.2. Series of Engagements (Regulars)

- The Society operates a charge band system for the use of the Hall by regular Hirers. The subsidy level applicable to each Hirer is determined by application.
- All regular Hirers are requested to fill out a questionnaire on an annual basis. The purpose of the questionnaire is to confirm that the Hirer is being charged at the correct level within the subsidy levels.

- Hirers will be invoiced for all bookings made. The regular Hirer is required to make advance payment by the first day of each month for all bookings to take place within that month. Regular Hirers who fall in arrears with monthly payments will be forwarded written notice of any outstanding balances. Any arrears of more than six weeks may lead to termination of hire of the Hall.

Charges made will be in accordance with the scale of charges in operation at the date of the engagement, not that at the date of booking.

Outstanding invoices not paid within 14 days of invoice date will incur interest at 8% over the Bank of England base rate then current.

3. Cancellations / Changes to Bookings

Single Engagements

- If due to an emergency or unforeseen circumstance the Society will if necessary, cancel your booking. In the event of your booking being cancelled the Society may refund your booking fee in full. The Society shall not be liable to pay any compensation to you, the Hirer or any other person due to the cancellation.
- The Society reserves the right to terminate the hiring or cancel the booking if it finds or suspects that the Hirer is using or is intending to use the Hall for any activity other than that stated on their application.
- If a single engagement (casual) Hirer cancels less than four weeks prior to their booking date no monies paid in respect of confirmation fees or hire fees will be returned to the Hirer. If the Hirer cancels more than four weeks prior to their hire date the 25% deposit charge will be retained and any other monies paid will be refunded.
- In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water, of any accident or occurrence whatsoever, rendering the temporary closure of the premises, or an interruption of any engagement during any such breakdown, etc., the Hirer agrees that the Society shall not be liable for any loss or claims arising from such closure of the premises.
- Should the Hirer cancel his/her booking and the premises not be re-let, the Hirer shall forfeit the whole of the charges paid. The Society may, in exceptional circumstances, and at its sole discretion, waive or modify this condition.
- Should the Society, on or before the date of the engagement, require the use of the premises owing to unforeseen circumstances; or in an emergency, exercise its absolute right of cancellation; or be of the opinion that the engagement is likely to prove to be of an objectionable or undesirable character, it shall have full powers to cancel the booking and should any such cancellation be made the total charges made by the Hirer will be refunded but, in that event, the Society shall not be liable to pay any compensation to the Hirer or any other person in respect of the cancellation.

Regular Hirers

- Regular Hirers making a cancellation of an individual booking date with ten or more working days' notice, then the Hirer will not be charged for that hire. Cancellations with nine or less working days' notice of the booking, then the Hirer will still be charged the hire fee.
- Regular Hirers can submit multiple bookings via the booking forms. Once a booking form is submitted and the bookings have been confirmed, any changes requested by the Hirer will be subject to a fixed administration fee. The fee will be charged for every individual booking date or time amendment requested by the Hirer.
- All bookings and/or amendments must be submitted in writing.
- The Hirer will be required to complete a questionnaire, detailing their activity, on an annual basis. Failure to return the questionnaire by the stipulated date may result in the Society cancelling the Hirer's booking.

4. Access to the Hall

- The hire is restricted to designated area(s) of the premises and individuals attending a function may not enter any other part of the premises.
- The Hirer shall ensure that Society staff and/or Security officers employed by the Society have access to the premises during the period of hire.

5. Keys

5.1. Single engagements

- The Hall Manager or his nominated deputy will open the Hall for the Hirer at the commencement of the hire period.
- The Hall Manager or his nominated deputy will return to lock and secure the premises at the end of the hire period. Failure by the Hirer to be cleared by the end of the hire period may incur additional hire charges and the facilities may not be offered in the future

5.2. Series of engagements

- The Hall will be unlocked and re-locked by the Hall Manager or his nominated deputy for each meeting, unless the Society's Management Committee have made other specific arrangements.

6. Security deposit

- A security deposit payment is also required against bookings for Parties or Socials for Adults or Children. The Hirer will be required to pay a security deposit of £100. This shall be paid at the same time as the booking is paid. A security deposit may also be required for other functions at the absolute discretion of the Society.
- This security deposit will be returned in full providing the Hirer, or any person attending the function, has not done any of the following:
 - a) Used the centre outside of your hire time.
 - b) Failed to clean the areas of the premises you have used (the premises must be left in the same condition as found).
 - c) Damaged any equipment, furniture, fixtures or fittings
(Please note: any decorations may only be fixed to the boards provided).
 - d) Failed to return the keys to the Hall Manager.
 - e) Used the Hall for any purpose other than that stated on the booking form. This includes a celebration of a Child's birthday (as an adult function) where the facility has been booked as a child's party.
- Children's Parties are classified for ages up to 14 years of age and bookings are only permitted up to 10.00pm.
- Alcohol is not permitted at children's parties/social bookings.
- The permitted ratio for a children's party is 70% child occupancy to be present at the booking. Where the occupancy of children is less than 70% the Hirers will be charged at the Adult standard rate for the whole booking.
- **If ANY of the items a) to e) apply to your hire, your security deposit will be retained by the Society.**

If your booking does not require the payment of a security deposit, then you will be required to pay a £25 deposit on keys. This amount is refunded on return of the key to the Hall Manager.

7. Alcohol

- If you are selling alcohol, or hiring a bar that will be selling alcohol, you must produce a copy of the relevant occasional licence. You will not be issued with keys without evidence of a licence. A licence is required by Law, failure to provide a valid licence or not abiding by the conditions of the licence may result in prosecution of the Hirer. A Licence is not required for alcohol that is not being sold.

8. Smoking

- The Society operates a strict “No Smoking” policy in the Hall and surrounding garden.

9. Ticketed events

- If you are selling tickets for your event, then you will be required to provide security. Security must be provided by an approved security company. The Hirer will be responsible for the cost of providing security.

10. Decorations / Notices

- These may only be fixed to the designated boards provided on the walls of the Hall.

11. Discotheques

- Discotheques will only be allowed at the absolute discretion of the Society.
- The use of smoke machines and bubble machines is not permitted. It is the Hirer’s responsibility to ensure that these items of equipment are not used; failure to do so will result in the security deposit being retained.

12. Bouncy castles

- These are not permitted, in the interest of Health and Safety, in the Hall or grounds.

13. Cooking equipment and gas cookers, portable or otherwise

- These are not permitted. Only equipment provided by the Society is permitted in the Hall building.
- Use of naked flame is not permitted, although small cake candles only are acceptable.
- The Kitchen shall be the only part of the premises where light refreshments may be prepared. Any Kitchen appliances used must be left in a clean and working condition.
- All crockery/cutlery/utensils etc used should be accounted for, washed and put away

14. Portable equipment

- These will only be permitted upon submission of written details to the Society at least two weeks prior to the event and subsequent written confirmation has been sent to the Hirer.
- All equipment must have undergone PAT Testing. The Society will require sight of an up to date PAT Test Certificate, prior to the booking being confirmed. It is the hirer’s responsibility to ensure all equipment has a valid certificate. If a valid certificate is not produced the Society will not allow the equipment to be used in the premises. If the hirer allows electrical equipment to be used without the valid certification, the Hall Manager reserves the right to request that the equipment be disconnected and removed immediately from the premises.
- Permission must be obtained from the Society for the construction of display units, audio-visual equipment, etc.

15. Dangerous articles

- The Hirer shall not permit any person to bring any fireworks or any articles of an inflammable or explosive nature or any article producing an offensive smell, or which could cause damage or injury or any oil, electric, gas or other engine into any part of the premises.

16. Gambling

- No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the premises except such lottery as is deemed to be lawful by any enactment relating to gambling, betting and lotteries, for which approval in writing has been given by the Society or the relevant statutory licence or permit has been obtained.

17. Damage, Loss, Injury

- It is the Hirer's responsibility to ensure that adequate insurance cover is in place in respect of the Hirer's legal Liability for loss of or damage to the Hall and its contents. The Hirer shall indemnify the Society against any consequential losses suffered arising out of the activities of the Hirer.
- The Hirer shall be responsible for all property brought onto the premises and the property of their guests.
- Hirers shall not permit any activity that may render an increased premium payable for insurance of the premises or any part thereof or to carry out any activity that may void any such policy of insurance.
- The Hirer shall ensure that no adhesive (tape, liquid, 'Blu-Tack or similar'), nail, screw or other fastening is stuck to / driven into the walls, doors or furniture in the Hall.
- Where the Hirer has hired storage space within the Hall, all equipment etc to be stored must be kept in the space allocated. Where the space allocated is secured with a lock the Hirer is responsible for the safe keeping of the key, which remains the property of the Society, and must be returned to the Society at the end of the hire agreement. Should keys become lost, these will be replaced by the Society, with the cost of replacement born by the Hirer.
- No electrical fittings or appliances must be altered or interfered with in any way.

18. Noise

- Organisations using amplified music are requested to keep the volume of sound to a minimum and to avoid causing any nuisance to neighbours.

19. Fire exits

- These must be kept clear at all times and adequate gangways left between chairs and tables to allow easy exiting from the Hall.
- The Hirer must ensure that everyone using the premises is aware of the fire procedure and the position of emergency exits.

20. Entering the building

- The Hirer is not permitted to enter the Hall until the stated hire time. On entering the building, the Hirer is responsible for carrying out a quick inspection of the building, **any problems or damage should be reported to the Hall Manager**. It is important to report any damage or poor condition of the Hall, failure to do so could result in the Hirer being charged for damage not caused by their use of the Hall. The Hall Manager's phone number is displayed on the information boards, located in the entrance lobby of the Hall.

21. Exiting the building

- All crockery/cutlery/utensils etc used should be accounted for, washed and put away.
- All tables, work surfaces and kitchen surfaces should be wiped, left in a clean condition with tables and chairs returned to their original position at the start of the event.
- All floors must be left clean with any spillages mopped up.
- All personal belongings shall be removed. The Society will not accept responsibility for any item left on the premises following the end of the hire period.
- All rubbish must be removed. The Hall's waste container, located in the Car Park alongside the building may be available for this. If not, the Hirer must remove all rubbish.
- The Hirer is responsible for the security of the Hall for the duration of their hire period. The Hirer must ensure all electrical equipment is switched off, windows and doors are securely shut, taps turned off and all debris is removed before locking the front door and leaving the premises.
- Hirers need to be aware that the Hall is in a residential area and that there are other adjacent premises; care must be taken when leaving the building to do so in an orderly and quiet manner.

22. Cleaning

- Cleaning the Hall and any equipment used is the responsibility of the Hirer. The necessary cleaning equipment is provided in the Hall accommodation. Failure to leave the Hall and/or equipment used in the same condition as found will result in the Society retaining the security deposit.
- **The Hall is checked every day by Society staff.**

23. Collection of your security deposit

- This can be done one working day after your hire but not before 10.00am. The deposit will be returned in full providing none of the Conditions of Hire have been breached. Deposits should be collected from the Hall Manager.

24. Lost or damaged property

- The Society will not under any circumstances, accept responsibility or liability in respect of any loss of or damage to any property, articles or items placed or left upon the premises by or on behalf of the Hirer or any other person, or in connection with the hiring.

25. Unacceptable Conduct

- The Society reserve the right to:
 - Refuse entry to any persons conducting themselves in an unseemly manner.
 - Close any function at which the Hirer contravenes the above conditions, departs from the previously agreed programme or permits guests to conduct themselves in an unseemly manner.
- Children must be supervised at all times by a responsible adult.
- Children shall not be allowed to play in or use the garden area or public car parking area round the Hall after 10:00pm.

26. Failure to comply

- The Society reserves the right to terminate any letting or series of lettings immediately in the event of the Hirer's failure to observe or perform any of the Conditions or regulations herein contained, but without prejudice any right or remedy which the Society may have against the Hirer under these conditions and regulations and the Society may retain the charges paid by the Hirer.

27. Modification of conditions

- The Society reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where, in its opinion, the nature of an application so demands.

28. Consent or approval

- Any consent or approval by the Society under these conditions shall be in writing under the hand of the Hall Manager or other Officer of the Society.