



## Terms and Conditions of Hire

### 1. Application to Hire

- 1.1. All applications for the hire of any of the premises must be made in writing on the prescribed form and, when completed, shall be returned to the above address. Subsequent enquiries should also be directed to this address or contact number.
- 1.2. Applications from persons under the age of 21 will not be accepted.
- 1.3. The Alexander Trust reserves the right to consider all applications for hire for a period of up to 14 days. This consideration will result in either granting or denying the application. TACT reserves the right to impose restrictions including security, alcohol useage and suppliers.
- 1.4. No public announcement of the hiring of the hall shall be made until the application has been granted and the appropriate deposit or full fees paid.
- 1.5. Hire of premises for 18th and 21st parties will always require the additional hire of security services approved by TACT.

### 2. Charges & Deposits

- 2.1. 50% of the hire costs are payable at the time of booking. The remaining 50% balance is due not later than 3 months before the hire date.
- 2.2. Regular users or multiple hirers may agree different terms which will be solely at The Alexander Centre Trust's discretion. However, final balances must always be paid not less than one month before the date of hire.

I can confirm that I have read and understood the terms & conditions of hire. I accept that these terms and conditions will be applied to my booking.

Signed \_\_\_\_\_

Date \_\_\_\_\_

2.3. A refundable damages deposit will be payable 14 days prior to the date of hire. The hirer is liable for any damages to premises, furniture and fittings caused during their period of hire. Should damages occur, the cost of these will be deducted from the damages deposit. If the deposit is insufficient to cover the cost of the damages the Trust reserves the right to make a claim for any additional costs incurred. Hirers should consider whether they should take out their own events insurance.

2.4. The hirer shall indemnify the Trust and its employees or volunteers from and against claims, actions, demands and proceedings in respect of damage, injury loss, theft or removal or any loss sustained by any person if caused by the negligence of the hirer.

2.5 No copyright work should be performed in the Alexander Centre without the consent of the copyright owner. The Alexander Centre Trust will not be liable for any claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing or use of any recording apparatus occurring during the hiring.

### 3. Start & Finish Times

3.1. Hire times booked will include all preparation and clearance times required by caterers, technicians and other suppliers of services required for the hire. If the hire period exceeds the agreed timings, the hirer will pay a further charge at the hourly rate applicable at the date of hiring. The Trust reserves the right to deduct any excess time charges from the damages deposit before the return of any balance to the hirer.

### 4. Cancellation Policy

4.1. These terms and conditions aim to protect all parties through a better understanding of contractual and legal obligations of both the client and the venue when confirming a booking.

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4.2. Upon acceptance and confirmation of your booking by The Alexander Centre Trust Ltd, a legally binding contract exists. If you are forced to cancel your booking for any reason we reserve the right to make a cancellation charge.

4.3. The following cancellation charges apply:

Cancellation 6 months or more prior to the event - 25% of the deposit will be forfeited.

Cancellation 3 months prior to the event – the deposit will be forfeited.

Cancellation 1 month or less prior to the event – No refund will be given against hire charges. The damages deposit will be refunded.

4.4. The Alexander centre reserves the right to cancel an event under the following circumstances:

If the booking might, in the opinion of the Trust, incur undue risks to people or property and or prejudice the reputation of the centre

If the client is more than 30 days in arrears with any payment to The Alexander Centre Trust.

If the Trust becomes aware of any alteration in the clients financial situation.

The Alexander Centre, or any part of it, is closed due to circumstances beyond our control. In this event a refund of any advanced deposit will be paid but will have no other liability.

## 5. Observation of the law

5.1. The hirer must observe all relevant statues, regulations, by-laws or other laws applicable to the hiring. The Hirer will diligently fulfill all duties or obligations imposed by the law and will indemnify The

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Alexander Centre Trust Ltd, its officers and servants against any breach thereof.

## 6. External Entertainment Suppliers/Caterers

6.1. The hirer should select suppliers, including caterers, have been selected based on meeting all Trust requirements regarding safe working practices. Please discuss your requirements with your Event Manager.

6.2. Hirers may undertake their own catering and but shall be responsible for

- Complying with all requirements of Health and Safety at Work and all Food Hygiene and Health Regulations.
- Cleaning up all storing routes, preparation areas, kitchen equipment, serveries, eating areas and for disposing of all waste food and rubbish.
- Supplying catering and waiting staff, tableware, condiments, table linen, kitchenware and glassware.

6.3. Prior to the hire and commencement of catering and room setups, the Trust may require a formal acknowledgement of these responsibilities by the hirer and their contracted helpers including caterers, decorators, musicians etc

## 7. Supervision of the premises

7.1. The hirer and/or a nominated and named representative of the hirer will be present and shall accept responsibility for ensuring the effective control and supervision of the premises and all persons therein. This hirer or representative will accept responsibility for the compliance with these conditions.

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Date \_\_\_\_\_

7.2. Nominated representatives should make themselves known to staff on duty and the contact details of said person(s) should be communicated to the Event Manager at the commencement of each hiring session.

## 8. Damage/spoil of property

8.1. During preparation and clearance of any event, hirers will take every care to ensure no damage or alterations are caused to the fabric of the building or its contents to include all furniture fixtures and fittings.

8.2. The hirer shall repay to the trust on demand the cost of reinstating, cleaning or replacing any part of the premises or any property whatsoever belonging to the Trust that is damaged, destroyed, stolen or removed during the period of hiring. Please reference section 2.

## 9. Loss, Damage or Injury to hirer or third parties

9.1. The hirer shall indemnify the Trust, its officers, contractors and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:

- Any loss, theft, or damage of or to any property of any person not privy to the hiring agreement in or upon the premises.
- The death or injury caused to any person in or upon the premises or any part thereof as a result of hirer negligence.

9.2. Hirers will be responsible for any loss or damage to clothing or other property belonging to the hirer or to those whom the hirer is responsible for during the period of hire. For any claims arising out of use of the cloakrooms, the hirer will also be responsible. Hirers may

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provide one or more attendants for the cloakroom area and the recommended numbers are a minimum of one cloakroom attendant per 200 attendees.

9.3. The Trust will not be liable for any loss occasioned to the hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an Act of God which may cause the premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

## 10. Decoration advertising & pyrotechnics

10.1. All decorations and promotional requirements must be discussed and agreed with the Event Manager prior to the event. The Event Manager will provide advice and guidance on the equipment and fittings available to meet your needs.

10.2. High-level signage may only be erected by professional signage companies and must be agreed with the Event Manager and is only confirmed with written consent.

10.3. Helium filled products are allowed however the disposal of any gas containers on site is forbidden. It is the hirer's responsibility to remove such containers at the end of the event.

10.4. Naked flames, smoke making machines, indoor fireworks and stage pyrotechnics will not normally be permitted in the premises. Applications in writing to waive these stipulations must be made to The Alexander Centre Trust for consideration and hirers are advised that additional staffing costs may be incurred if approval is granted.

## 11. Fire Safety

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Date \_\_\_\_\_

11.1. The hirer will observe all fire safety procedures communicated to them both verbally and within the terms and conditions. Should these procedures be ignored the Trust will suspend the event until they are satisfied it is safe to continue.

11.2. All gangways, corridors, staircases, passageways, entrances and exits must be kept clear and entirely free from obstruction at all times.

11.3 Fire doors must remain closed at all times when not in use except where they are held open with electromechanical devices linked to the fire alarm system. Fire doors must not be obstructed or tied closed.

## 12. Consumption of Alcohol

12.1. The Hirer shall not allow the consumption of alcohol by any person on or near the premises or the sale of alcohol to any person on or near the premises during the period of hire without first obtaining written approval from the event manager

12.2. Alcohol is not to be consumed, purchased for or sold to children under the age of eighteen years. The exemption to this rule would be if a 16 or 17 year old is accompanied by an adult (of 18 years or more), there would be an allowance to consumer but not purchase beer, wine or cider with a table meal only (See Licensing Act 2003)

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