

# Booking Agreement

By proceeding with this booking you are deemed to have accepted the following terms and conditions for the hire of our facilities. (See Clause 20)

## Terms and Conditions of Hire

Agreement with Age UK West Sussex, Brighton & Hove for the hire of our Premises or any part thereof ('the Premises') are subject to these Terms and Conditions of Hire ('the Hire Conditions')

### 1. Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

### 2. Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provision and stipulations contained or referred to in these Hire Conditions and any relevant licences.

### 3. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- Be familiar with, and complying with the guides provided for the use of our premises.
- Ensuring that the Premises are kept secure for the duration of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.
- Ensuring that the premises (including foyers, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that the premises are locked up and secure, ensuring that windows are closed, heating is turned off, lights are turned off and water taps (if appropriate) are not left running.
- Ensuring that all equipment, chairs and tables have been returned to their storage, or original positions safety, the Premises are cleared of people, all lights switched off, and the building secured except for any facilities or room or public are in use by another continuing hire.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that and decorations used are not a fire hazard.
- Ensuring any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner.
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of Age UK West Sussex, Brighton & Hove on the occasion of a special event or hire agreed to by Age UK West Sussex, Brighton & Hove.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that no barbecues, LPG appliances or highly flammable substances are brought onto the Premises.
- Ensuring they and their attendees are mindful of any neighbours and conduct themselves accordingly by, for example not playing music or other sounds at inappropriate levels.
- First Aid for the duration of the hire. All accidents must be reported, however slight, to staff as soon as possible.
- Ensure that any food served during the hiring, that is not provided by Age UK West Sussex, Brighton & Hove, is prepared and served in line with food safety guidance. All food must be removed from the premises at the end of the hiring. It is recommended that advice is sought from Food Standards Agency if serving food to guests.
- Ensure that all risks associated with the event/activities are assessed and where appropriate a risk assessment is in place. A copy will be requested upon booking.
- Ensuring that the latest guidance on COVID-19 or any other public health matter is followed and these considerations are included within your risk assessment.

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## 4. Bookings which may be refused

Age UK West Sussex, Brighton & Hove have the right to refuse any booking for whatever reason, including concern over potential noise level and other nuisances.

If a booking in one space involves children or vulnerable adults such that a safeguarding policy is required (see Clause 12) booking administration may refuse a booking in the other hall on safeguarding grounds.

## 5. Cancellation

- 5.1 No charge if booking is cancelled 4 weeks or more before the booking
- 5.2 50% of booking charge is due if the cancellation is between 4-1 weeks before a booking
- 5.3 100% of booking charge is due if cancellation is 1 week or less before a booking.

## 6. Payment terms

- 6.1 For a single, one off booking, 100% of charge is due 28 days prior to the event or at the time of booking if booking made less than 28 days before.
- 6.2 For a series of bookings, invoices will be issued monthly and payment is due within 30 days. A deposit of one months booking fee is due in advance.

## 7. Deposit

A deposit is required for all bookings. If the premises is not left in an acceptable state deductions (for example additional cleaning, reparations) will be made before the deposit is returned.

## 8. Fire Regulations

The Hirer shall

- Ensure that the emergency Exit signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to Age UK West Sussex, Brighton & Hove
- Prior to the start of the event or activity indicate the fire exits and Evacuation Meeting Point to the persons attending the event or activity
- Ensure that all Fire Exits in the space you have booked are kept clear at all times.

- Ensure that all relevant lobbys, corridors and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters.
- Ensure that they are familiar with the location of fire exists and the Evacuation Meeting Point. If evacuated, no person may reenter the premises without permission of the Fire Brigade or centre manager.

## 9. Use of Premises

The Hirer shall:

- 9.1 Ensure that the premises shall only be used for the purpose for which it is let and for the agreed time period and does not include use of any other rooms within the centre. The hire period must be within the venues permitted hours of use. The set up and pack away time must also be included within the permitted hours of use.
- 9.2 Not sub let or use the Premises for any other purpose than that described in their Booking Form.
- 9.3 Ensure that the building is not left unattended at any time during the hire period.
- 9.4 Ensure all rubbish is put in the appropriate external bin at the end of the hiring period and the building is left in the same condition as found.
- 9.5 Not bring, or permit to be brought on to the premises, any article which is illegal, of an offensive or dangerous nature, or which might prejudice the insurance of the building.
- 9.6 Ensure that the stated capacities of the space is not be exceeded, particularly if social distancing regulations apply.
- 9.7 Ensure that a PRS license is in place to play music at the event.
- 9.8 Smoking is not permitted in or around the buildings.
- 9.9 Not claim or make any statements that they are working for, or an agent of Age UK West Sussex Brighton & Hove as a result of hiring the premises.

# Booking Agreement

## 10. Car Parking

Vehicles are parked at owner's risk, and may be parked only in the marked spaces or pre agreed allocated spaces. Parking fees for public parking are not included in the booking fee and are payable by the individual parking their car.

## 11. Premises Licence and other relevant legislation

11.1 The premises are not licensed to sell alcohol and a Temporary Event Notice is required from the local licensing authority, plus prior agreement from Age UK West Sussex, Brighton & Hove, before sales occur. If serving alcohol without charging for it during your hire, it is requested only a small amount is served.

11.2 No gaming, betting or lotteries shall be permitted at the premises except those games made lawful by the Betting, Gaming and Lotteries Acts and then only if the appropriate statutory provisions are met.

11.3 The Hirer is responsible for:

- Conforming to the terms of any temporary event notice in place
- Ensuring that alcohol is not served to any person under the age of 18 years
- Ensuring no excessive noise occurs

11.4 The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting and lotteries
- Comply with all conditions and regulations required by the Licensing Act

A breach of this condition may lead to prosecution by the relevant local authority

## 12. Compliance with legislation relating to children or vulnerable people

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding Policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

## 13. Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of Age UK West Sussex, Brighton & Hove and their employees, volunteers, agents and invitees against:

- The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- Against all actions, claims and costs of proceedings arising from any breach of the Conditions
- All claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by Age UK West Sussex, Brighton & Hove, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

## 14. Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide both Employers and Public Liability insurance (£5,000,000 minimum indemnity). A copy of the Insurance is required upon booking.

## 15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of Age UK West Sussex, Brighton & Hove as soon as possible, and complete the relevant section of Age UK West Sussex, Brighton & Hove's Accident Book.

Any failure of equipment, either that belonging to Age UK West Sussex Brighton & Hove, or brought in by the Hirer must also be reported as soon as possible.

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## 16. Stored Equipment

Age UK West Sussex, Brighton & Hove may be able to provide storage space for regular users, and may charge a deposit for the use of a key to the storage spaces. These keys remain the property of Age UK West Sussex, Brighton & Hove, and must be returned to AUKWSBH.

Age UK West Sussex, Brighton & Hove 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. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. Age UK West Sussex, Brighton & Hove may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

Under no circumstance must food items or perishable be stored or left on-site without prior written agreement.

## 17. No Alterations

Decorations may be hung from hooks provided on site but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or addition may be made to the Premises, and no fixtures may be installed or placards, or other articles be attached in any way to any part of the Premises without prior written approval of Age UK West Sussex, Brighton & Hove.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of Age UK West Sussex, Brighton & Hove, remain in the Premises at the end of the hiring and become the property of Age UK West Sussex, Brighton & Hove or be removed by the Hirer. The Hirer must make good to the satisfaction of Age UK West Sussex, Brighton & Hove any damage caused to the Premises by such removal.

## 18. Interruption of Regular Bookings

If a Hirer is a regular weekly user, Age UK West Sussex, Brighton & Hove reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings (for example if the premises is required as a Polling Station/vaccination centre). Such cancellations shall not occur more than once a month and at least six weeks' notice shall be given of such cancellation.

## 19. Cancellation by Age UK West Sussex Brighton & Hove

Age UK West Sussex Brighton & Hove reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar force majeure situation that required the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or if Age UK West Sussex, Brighton & Hove reasonably consider that:

- Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirement, or
- Unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- The Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but Age UK West Sussex, Brighton & Hove shall not be liable for any resulting direct or indirect loss or damages whatsoever.

If the Hirer cancels the booking before the date of the event please see Clause 5 for payment terms.

## 20. Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

# Booking Form

## 1. Your details

Name	
Name of your organisation (if applicable)	
Contact number	
Email	
Contact address	
Billing address (if different)	

## 2. Hire/Rental Information

Address of AUKWSBH centre you are intending to use	
Room you are intending to use	
Your intended activities/events	
What type of booking do you wish to make? For longer term rentals, please go to section 3.	<input type="checkbox"/> Weekly activity <input type="checkbox"/> One-off event <input type="checkbox"/> Long term rental <input type="checkbox"/> Other (please specify)
If it is weekly activity, how many weeks do you intend to book for?	
Please state the day and time you would like to use the space for.	
Please state the duration of the booking in hours including preparation and clearance.	
What equipment would you like us to provide?	<input type="checkbox"/> Chairs <input type="checkbox"/> Tables <input type="checkbox"/> Projector <input type="checkbox"/> Sound system <input type="checkbox"/> Catering equipment
Will you be serving hot food? Please note that any food served is at your liability.	

# Booking Form

## 3. Long-term rental – only complete if applicable

<b>How many employed staff will work at this site</b>	
<b>Please provide a copy of the following documents</b>	<input type="checkbox"/> Public Liability insurance <input type="checkbox"/> Employers' liability insurance <input type="checkbox"/> Health and safety policy <input type="checkbox"/> Site induction procedure <input type="checkbox"/> Training certificates for the work/tasks you provide/carry out including H&S training <input type="checkbox"/> Risk assessment for your activities at the site
<b>Please outline any equipment you will bring to site including furniture. All electrical items must be PAT tested.</b>	
<b>What AUKWSBH equipment will you need to use, if any?</b>	
<b>Will you be using any hazardous materials? If yes please specify.</b>	
<b>How will you manage parking/delivery arrangements?</b>	
<b>Will your activities involve people with special needs that may affect emergency arrangements?</b>	
<b>What hours/days will you be at the site?</b>	

By signing this Booking Form, I accept the attached Terms and Conditions of Hire. AUKWSBH reserve the right to cancel or reschedule bookings if any cause for complaint arises and/or the terms and conditions are not adhered to. AUKWSBH also reserve the right to reschedule your hire, with reasonable notice, should the centre room be required for use by AUKWSBH. Completing this form does not constitute a booking until you have received written confirmation from AUKWSBH.

**Signature of applicant:**

**Print name:**

**Date:**

Age UK West Sussex, Brighton & Hove is a local, independent charity that has been supporting older people across the county for over 65 years.

## We'd love your support

Our goal is to inspire and enable people in our communities to love later life. You can help AUKWSBH in so many ways



**Donate**



**Volunteer**



**Fundraise**

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