

Terms & Conditions for Occasional Users - Admaston House

1. Statement of Intent:

Admaston House Community Centre Trust (AHT) is a non-profit making Trust, registered as a charity for the provision of facilities for communal use. The hirer hires the facility for legal purposes and for the benefit of the community.

2. Responsibility of Landlord

The landlord is responsible to ensure that the facility is provided as described and fit for stated purpose at the agreed booking time. For the avoidance of doubt, this includes cleanliness, availability of power, heat and light and unencumbered use of the designated areas except by prior agreement. Furthermore, the landlord is responsible to ensure that all shared areas are available for shared use except for by prior explicit agreement.

3. Responsibility of Hirer

The hirer is responsible to ensure that the facility is provided as described and fit for normal purpose of another user at the end of any agreed booking time. For the avoidance of doubt, each room is to be set as the picture on the wall in that room, and the exit instructions sheet on the front door completed and this includes cleanliness, tidiness, items of equipment returned to storage, notification in logbook of any damages and issues for rectification and unencumbered use of the designated areas except for by prior agreement. Where a cleaner is requested and paid for in advance, this only includes a basic level of cleaning; additional charges may be made.

4. Rental Rates

The hourly rental rates are given in this brochure and on the Booking Form. The rates may be adjusted on an annual basis effective from September each year. A minimum charge of 3 hours use is applied.

5. Bookings

The agreed hours of use are those shown in the 'Booking Form – Admaston House' and signed off by a representative of AHT. The forecast timing slots are included in the booking schedule for Admaston House for the duration of the agreement.

A deposit of the lower of £50 or the full rental is payable to confirm the booking. The hirer may request changes to the timing slots with reasonable notice, and AHT will evaluate feasibility and accommodate if possible. Cancellation more than 7 days prior to the event will be 50% refunded. Cancellations within 7 days of the event will be charged in full.

6. Deposit

A deposit against damages is specified on the Booking Form and is payable prior to use. This is not a limit of liability for damages. The deposit will be returned at the end of the agreement subject to satisfactory payment of all rent and any damages under clause 10.

7. Payment

Payment is due prior to use, either by cheque or by BACS as indicated on the Booking Form.

8. Insurance

AHT shall be solely responsible for insurance of equipment owned by AHT and evidence of this insurance is not to be unreasonably withheld.

The tenant shall be responsible for insurance for all their own equipment and activities and evidence of this insurance is not to be unreasonably withheld.

9. Force Majeure

AHT will not be considered responsible for any interruption of the use of the facilities resulting from causes beyond their reasonable control.

10. Damages

The hirer shall be responsible for any damage or breakage occurring to either property or equipment owned by AHT or any other user of the centre during use by the hirer as a result of the hirer's use. The hirer shall fund the cost to replace or make good such item(s) in a timely manner to the satisfaction of the owner. The hirer and AHT shall mutually agree how rectification is to be made; in the event of AHT arranging the replacement or repair, the costs will be charged to the hirer for payment. AHT reserves the right to refuse a replacement or repair by the hirer if the item has not been previously agreed and is not reasonably equivalent and to request the costs of an equivalent replacement.

The hirer shall be responsible for all costs resulting from non-conformance to this agreement, including paragraph 3 and 11. Where possible AHT will make contact with the hirer prior to conducting work, however, in the interest of other users, AHT reserves the right to proceed without consent.

11. Access

Once payment has been made, the current code to the key-safe and for the alarm system will be provided for use at the times agreed on the booking form. The building is alarmed and under recorded CCTV surveillance. The booking signatory is responsible to keep the access codes confidential, to reset the alarm on departure, and to return the keys to the key safe and cancel the code on the key-safe (press “C”). Failure to adhere to this clause will be considered a breach of these terms and conditions and may result in claims for damages.

12. Health, Safety & Emergency

The hirer shall make their user group familiar with and ensure adherence to the following procedures, policies and regulations as applicable. The hirer is responsible for any consequences from non-conformance to these.

1. COSHH Manual. This covers use of the kitchens and cleaning materials.
2. First Aid Policy. This is posted on the foyer notice board. The hirer is responsible for arranging and maintaining first aid cover and first aid equipment suitable for their purposes.
3. Emergency Procedures. This is posted on the foyer notice board and emergency instructions are in each room.
4. Child and Vulnerable Adult Protection Policy. The hirer shall ensure that where their user group involves children and vulnerable adults, suitable policies are in place and adhered to.
5. Equipment. The hirer is responsible to ensure that their user group only uses equipment for which permission has been granted by AHT, and that users have been trained and have read and understood the instructions.
6. Alcohol. The serving of alcohol is not permitted without prior explicit agreement on the booking form. The user will need to obtain a ‘Temporary Event’ licence from the Local Council for the sale of alcohol. See Telford & Wrekin website which requires at least 10 days notice.

13. Termination

In the event of a breach of these terms & conditions, either party may issue notification to the other for remedy of the breach. In the event of a significant breach and the absence of a satisfactory outcome being agreed, each party retains the right to terminate the agreement.