

## Venue Hire Terms and conditions - Party Booking

- "RCAL" shall mean Riverside Community Association Limited or person(s) authorised by Riverside Community Association Limited to represent them.
  - "The Premises" shall mean Riverside Centre, 113 Culvers Avenue, Carshalton, SM5 2FJ and the parts of the Centre, which are included in the hire agreement.
  - "RCAL representative" shall mean the person (or his/her-authorised assistant) appointed by Riverside Community Association Limited to hold keys, allow access and secure the premises.
  - "Hirer" shall be the person(s) named on the hire agreement and they shall be liable for all aspects of the booking.
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### Disclaimer

The premises is fully covered for any claims due to negligence on the part of RCAL or the landlord. However, the hirer must take out their own insurance to cover any other claims which may arise in relation to its use of the agreed hire space.

RCAL, its officers, agents and servants shall not be liable to the user or to any person using or entering the premises for personal injury or for damage to, loss or theft of any property brought into the premises, unless caused by the negligence on the part of RCAL. The hirer shall indemnify RCAL, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

### COVID- 19 amendment

The reputation of the Riverside Centre and or partners, restoring confidence in members of our community and the safety of all our users and visitors is paramount.

- Where the venue is permitted to accommodate a booking but restrictions concerning social gatherings remain in place, the hirer may choose to continue with their booking in accordance with those restrictions.
- All hirers will also be provided with a copy of RCAL'S additional COVID-19 Hire Agreement and will be required to acknowledge receipt of these additional measures and confirm that they will abide by them.  
Failure to adhere to this guidance will see the Hire Agreement reviewed immediately and if necessary ended, without notice.  
The hirer will be responsible for payment of any fines issued, and any associated costs which Riverside CAL might incur, where the venue is visited by law enforcement and the hirer is found to have breached COVID-19 restrictions.
- Where a booking is cancelled, by either the hirer or Riverside Community Association Limited, due to any government public health measures in place on the agreed hire date, the hirer will be entitled to a refund, where they have already paid money, and will no longer be liable to make any further payments.

These include circumstances where either Riverside CAL or the hirer could breach the following:

- i. Lockdown restrictions imposed, which require venues to close and prohibit people leaving their homes and attending gatherings or activities.
- ii. Restrictions imposed which limit the numbers of people who can attend a social gathering
- iii. Restrictions imposed by local lockdown laws, such as local laws that require venues to close or require people to stay at home
- iv. Specific restrictions imposed by local authorities.

### **Booking procedure, venue hire payments and returnable deposit.**

- Riverside Community Association Limited do not accept party bookings for young people and adults aged 14 or over.
- Provisional bookings can be made if requested at least 30 days before the required hire period. The provisional booking must then be confirmed within 3 working days at which time a hire agreement will be issued which must be completed and returned to us, with any payment due, by the date advised.
- A hire agreement issued by RCAL must be completed and returned within 5 days of issue. Booking is not confirmed until the hire agreement is completed correctly, signed and returned with any required payment.  
If required paperwork is not returned, and RCAL has not been informed of any reason which may cause a delay, RCAL reserves the right to cancel any booking without incurring any liability.
- **A part payment of £25.00**, payable by cash or online by bank transfer, is required at the time of booking to secure your booking and cover administration fees. **This payment is non-returnable if your confirmed booking is cancelled within 28 days of your hire period**, unless due to public health measures as detailed in the COVID 19 amendments.
- **The remaining balance** will be due at least 28 days before your hire period, on or before the date stated on the hire agreement.  
The remaining balance may be paid by cash or online by bank transfer. If the hirer does not pay the charges in accordance with these conditions, RCAL reserves the right to cancel any remaining booking without incurring any liability.
- **An additional deposit of £150** is required for all party hire which is due at least 7 working days in advance of your hire period on or before the date stated on the hire agreement.  
This deposit is separate to any hire charges due and is returnable, if all terms and conditions are adhered to, on the next working day unless paid online.  
Deposits paid online are generally returnable within 5 working days but may take up to 10 working days.  
Failure to adhere to terms and conditions of the hire agreement may result in RCAL retaining part or all of the deposit.

**The following is a list, not exhaustive, of examples for which the deposit, or part of the deposit, may be retained.**

- I. Where the hirer exceeds the agreed hire period by 15 – 30 minutes : £25.00
- II. Where the hirer exceeds the agreed hire period by 31 – 59 minutes : £50.00
- III. Where the hirer exceeds the agreed hire period by more than 60 minutes: £60.00 and £1 for each additional minute thereafter.

- IV. Where RCAL are required to carry out no more than 30 minutes additional cleaning when the hirer fails to leave the agreed hire space in a clean and tidy condition : £30.00
- V. Where RCAL are required to carry out more than 30 minutes but less than 60 minutes additional cleaning when the hirer fails to leave the agreed hire space in a clean and tidy condition : £50.00
- VI. Where cancellation of, or disruption to, any following activities or services is a result of any damage caused by the hirer / their guests or by the hirer failing to comply with any of the terms and conditions.

### **Cancellation of the booking.**

- **Where the hirer cancels within 28 -15 days** of their agreed hire period, RCAL reserves the right to retain £25.00 of any monies paid.
- **Where the hirer cancels within 14 days of the hire period, RCAL reserves the right to retain the full balance paid for venue hire.**
- RCAL reserves the right to refuse or cancel any booking at any time if the use of the Centre becomes undesirable for any reason, such circumstance to be in the absolute discretion of RCAL.

In such circumstances RCAL will notify the hirer as soon as possible of the cancellation and refund all hire charges paid by the hirer.

Where payment has been received directly to our bank account, RCAL will attempt to refund to the hirer, or their nominated bank account, any payments due within 10 days.

### **Health and Safety**

- An information sheet, including the fire notice and, if required, emergency contact number for a nominated RCAL representative, will be provided at the start of the hire period. The hirer must sign to confirm this information has been received and understood. The hirer is responsible for sharing relevant information with their guests during the agreed hire period.
- We recommend that the hirer has a charged mobile telephone on their person at all times during the agreed hire period.
- **Alcohol is not permitted on the premises.** The hirer is responsible for ensuring that alcohol is not consumed by, or made available to, their guests.
- **Smoking is not permitted** within the premises, the courtyard area or the terraced area to the front of the premises.
- **Hirers are responsible for providing their own First Aiders and first aid Kits.**
- **The hirer is responsible for taking all reasonable steps to ensure that children and vulnerable adults are protected from harm or injury at all times.**
- **Highly flammable substances, decorations of a combustible nature or any act which increases the risk of fire are not permitted.**

### **General Conditions of Use.**

- **Access to the agreed hire space** will not be guaranteed before the agreed hire period.
- **Failure to arrive on site on/by the start of the agreed hire period**, or inform us of a delay, may result in the booking being cancelled or access to the Riverside Centre and/ or space hired being delayed.

- **The hirer is responsible for using the cleaning resources provided by RCAL to ensure that the hire space is left clean and tidy before the end of the period of use.**
- **Chairs and tables** are available for use during your hire period and must be cleaned and returned, as found, to the correct storage area before the end of the agreed hire period.
- **All events must end by no later than the agreed hire period, or any agreed extension** for access, as per the hire agreement. All property of the user and its agents must be removed unless RCAL has agreed to retain items for storage.
- **If the hirer has to vacate the premises before the end of the agreed hire period**, they must contact the nominated RCAL representative to decide how the premises is secured.
- **The Hirer may not sub-let or transfer any part of the premises to a third party** without written permission from Riverside Community Association Limited.
- **There must be no noise disruption to residents throughout the booking or when setting up or leaving the venue.**
- **The number of guests** permitted will be dependent on the agreed hired space used, or any public health measures in place on the agreed hire date, and RCAL will advise at the time of booking.
- **The hirer is responsible for the proper conduct of their guests** and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons and must prevent the use of the areas to the front and sides of the premises.
- **RCAL ,or its authorised representatives, may stop any meeting, entertainment or function which is not properly conducted.**

#### **Decorations and entertainment**

- **Where evening bookings for children's parties have been accepted, amplified music or use of DJ are permitted until 8.30pm**, other music or entertainment must cease by 9.00pm.
- **Use of smoke machines, bubble machines and snow machines is not permitted.**
- **Bouncy castles no larger than 12ft x 15ft are permitted** where a copy of the company's public liability insurance can be, or has been, provided. The hirer must request permission for larger inflatables and is responsible for confirming with the supplier that the hire space can accommodate the chosen inflatable.
- **Decorations may ONLY be placed on the wooden doors or on windows using 'sticky tac' only.**
- **Silly / party string, drawing pins, staples, sticky tape or self-adhesive decorations should not be used on any surface.**
- The hirer is responsible for ensuring that balloons, particularly gas filled items, are attached to weights or secured otherwise to ensure that they do not float to the ceiling.
- **Nothing may be affixed to or removed from fixtures, fittings or furniture without prior consent of RCAL (including electrical, masking or duct tape).**
- **The hirer is responsible for all damage, caused by themselves or their guests**, to the premises (including any other articles in it) during the period of use. All damage and breakages must be reported to RCAL before vacating the building at the end of the hire period.

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