

## Party booking - Conditions of Hire

- “RCAL” shall mean Riverside Community Association Limited.
- “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.
- “Community Development Manager” shall mean the person (or his/her-authorised assistant) appointed by RCAL to hold keys, allow access and secure the premises.
- “Hirer” shall be the person signing the application or any person or organisation on whose behalf the application is made, whom shall be liable for all aspects of the booking.

### 1. Making a booking

- Following all applications for venue hire, a hire agreement provided by RCAL must be completed. and returned within 5 days. Booking is not confirmed until the hire agreement is completed correctly, signed and returned with required part 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.
- Provisional bookings can be made if requested at least 30 days before the required hire period. The provisional booking must then be confirmed within 5 working days at which time a hire agreement must be completed and returned to us by the date advised.
- Time required to set up / clear away should be considered as access to the agreed hire space will not be guaranteed before the agreed hire period.

### 2. Deposit & Payment of hiring charges

- **A part payment of £25.00**, payable in person by cash or debit card 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 21 days of your hire period.** RCAL reserves the right to retain the full balance paid for venue hire when the hirer cancels within 5 days of the hire period.
- **The remaining balance** will be due at least 7 working days in advance of your hire period on or before the date stated on the hire agreement.  
The remaining balance may be paid in person by cash or debit card 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 weekend hire and is also due at least 7 working days in advance of your hire period and a date will be stated on the hire agreement.  
This deposit is separate to any hire charges due and is returnable on the next working day, if all terms and conditions are adhered to. Failure to adhere to terms and conditions of the hire agreement may result in RCAL retaining part or all of the deposit.

### 3. Cancellation

- RCAL reserves the right to retain the £25.00 part payment when the hirer cancels within 21 days of a confirmed booking.
- RCAL reserves the right to retain the full balance paid for venue hire when the hirer cancels within 5 days of the hire period.
- 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.

- 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.

#### 4. General Conditions of Use.

- The Hirer may not sub-let, transfer or make any other parting with possession of the premises, or any part of the premises to a third party without written permission from the Community Development Manager.
- 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.
- 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.
- 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.  
**No longer than 15 minutes** will be allowed at the end of the agreed hire period, for the hirer **to continue to clear away** and vacate the centre, before extra charges apply.
- There must be no noise disruption to residents through the booking or when setting up or leaving the venue.
- The hirer is responsible for the proper conduct of their guests using the premises during the period of use 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.
- During the period of hire guests of the hirer must be accompanied by the Hirer or his/her Agent. Young persons under the age of 18 should not be left on the premises unless supervised by a responsible adult.
- Any representative of RCAL has the right to enter any area of the premises, including the agreed hire space, at any time during the period of use, although RCAL will make every reasonable effort not to disturb community activities.
- The Riverside Centre is a public building, therefore hirers do not have exclusive use of communal areas including the main toilets and lobby area as access to these areas may be required by members of the community or other users.
- In common with all public buildings smoking is not permitted anywhere in the building. The Hirer shall ensure that smoking is not permitted within the premises, the courtyard area, the terraced area to the front of the premises or pavement areas directly beside the premises.
- No alcohol permitted on the premises.
- The hirer must ensure that they comply with any legal obligations regulating how the agreed hire space and premises are used and that any licence or registration which is required ,or which RCAL requires ,is obtained as the case may be, including:

- compliance with statutes governing the preparation, serving or selling of food;
  - compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training);
  - Obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and compliance with the conditions of such requisite licences.
- Bouncy castles are generally permitted. A copy of the company's public liability insurance will be required before permission for use is confirmed. The hirer is responsible for the hire and use of the bouncy castle and for ensuring that guidelines as advised by the supplier are adhered to.
  - Decorations may be placed on the wooden doors, windows or walls using 'blue tack'. 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. The hirer will be responsible for removing any balloons that float to the ceiling. The hirer may also be charged for disruption to other activities, damage to the premises or fittings or other costs incurred by RCAL in order to remove any items.
  - No nails, screws, bolts etc may be driven into or removed from the walls and fixtures of the agreed hire space. Nothing may be affixed to or removed from the floor without prior consent of the Community Development Manager (including electrical, masking or duct tape).
  - The hirer is responsible for all damage, caused by themselves or their guests, to the premises (including any Fixtures, Fittings and Furniture and 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.
  - Chairs and tables are available for use during your hire period.  
The agreed hire space must be left tidy, with all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use.
  - The agreed hire space must be left clean and tidy, with all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. Toilets and other communal facilities used must also be left in a satisfactory condition.  
If the hirer is unable to leave the agreed hire space in the appropriate clean and tidy state due to a late finish, RCAL may perform these duties on behalf of the hirer and recover the cost from, or make an appropriate charge to, the hirer.

## **5. Health and Safety**

- An information sheet, including an emergency contact number for the nominated RCAL representative and fire notice, will be provided at the start of your 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 and at the premises at all times during the agreed hire period.
- Hirers are responsible for providing their own First Aiders and first aid Kits.
- The hirer must ensure that all exits, emergency exits and fire appliances in the premises are free from obstruction and available for use at all times during the period of use.

- Highly flammable substances are not to be brought into or used in any part of the premises, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of RCAL. If electrical appliances are brought into the agreed hire space by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
- The Hirer shall ensure that no act is performed to increase the risk of fire or other damage to the premises or adjoining properties.
- The hirer is responsible for the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the nominated RCAL representative using the nominated number provided.
- The hirer is responsible for informing all in attendance of the meeting point in the event of fire, and to point out the fire exits as per the fire notice.
- The hirer is required to ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary checks are undertaken. RCAL accepts no responsibility for the user's failure to comply with these requirements.
- Young persons under the age of 18 should not be left in the Centre unless supervised by a responsible adult.

## **6. Insurance**

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.

## **7. Disclaimer**

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.