



Folkestone Nepalese Community (FNC) Centre **Terms and Conditions of Premises Hire**

The Folkestone Nepalese Community Centre is a community facility and as such, the Executive Committee is obliged to ensure that hirer/users of the centre do not allow anything to take place in the centre premises that might damage the building or facilities, bring the FNC and its centre's reputation into disrepute or annoy or offend local people/residents. Therefore, if the Committee believes that a booking would not be in the interests of the premises it will decline such a request for a booking.

Thus, we only accept the booking for hiring of our community centre main hall, digital suits, conference and meeting room when hirer agree to Terms and Conditions of hire as set out below. It is important for hirer/users to read and understand these Terms and Conditions of hire before they submit their booking form to our community centre office or e-mailing at communitycentre@fncuk.org

Application for Hire

1. All applications for the hire of main hall and or any other rooms must be made on attached standard Booking Form and forwarded to our community centre office or via e-mail as given above as least 2 weeks before the hire date. The hirer must be aged 18 years or over. The person who signs the application shall be the hirer. When an organisation is named, that organisation shall also be considered the hirer and shall be jointly and severally liable together with the person who signs the form.
2. The person making the booking and organisation named on the booking will be held responsible for the conduct of the function's attendees and the supervision of the premises for the duration of the booking periods.
3. Booking are accepted subject to availability, and when completed booking form and security deposit have been received. The Committee reserves the right to refuse any application for hire of the premises without stating a reason.
4. The Gen Sec/Centre Manager will maintain the bookings records by keeping all the booking forms in a folder that is available to view for the Committee/Trustees.
5. The Committee reserves the right to close the premises, or parts thereof, should essential repairs/maintenance prove necessary or other circumstances dictate that it is necessary to close. In these cases, all monies paid shall be refunded but Committee will not be responsible for any consequential loss.

Hire Charges and Security Deposits

6. The charges for booking are as set out on the website www.fncuk.org/hire-out-space . Extra requirements such as chair and table setting out and clearing away, setting up of projector, provision of Tea, Coffee, Biscuits and Catering etc may attract an additional charge which will be discussed before a booking is confirmed.
7. The Hirer will be asked for a security deposit of £50, which will be returned to hirer when the Committee have inspected the premises for damage and cleanliness after the event. The security deposit is determined regarding the risk associated with the hire. Events other than conference/meeting will attract a much higher security deposit than £50 as decided by the Committee.



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8. A charge may be deducted, or security deposit forfeited without notice, to cover work or expenses needed by damage or complaints, including poor condition of the premises after hire (Premises are not left clean and tidy), excessive noise and antisocial behaviour or disturbance to local people and residents in the vicinity premises.

Payment of Hire Charges/Security Deposit

9. The hirers will be invoiced by the Gen Sec/Centre manager for the period of booking and full payment (including security deposit) of hire charge is to be made seven (7) days before the hire date. Your booking is only confirmed once hiring fee is paid in full, together with an additional security deposit of £50 for meeting/conferences and £100 for other purposes.

10. All payments to be made via BACs to community centre bank account. Cash or cheque payment or payment by credit or debit cards are not accepted. A receipt will be issued by the Gen Sec/Centre Manager for all payments.

Refund of Booking Fee/Security Deposit

11. If premises become unavailable, through no fault of the hirer, then booking fee (including security deposit) will be refunded in full.

12. The security deposit will also be refunded in full if premises is found to be in good condition after hire (premises are left clean and tidy), found no damage to the premises during the inspection of premises by the Committee, receive no complaints about excessive noise and antisocial behaviour or disturbance to local people and residents in the vicinity of premises.

13. If the hirer cancels a confirmed booking less than 7 days before the hire date, half of the booking fee will **not** be refunded.

14. If the hirer wishes to change the date of a confirmed booking less than 7 days before the hire date this will be accommodated where possible, but if this cannot be done because of non-availability of suitable slot in the diary, and the cancellation is made less than 7 days before the hire date, then half of the booking fee will be deducted.

Cancellation

15. The Committee reserves the right to cancel the booking in the following circumstances:

- a. If the premises being required to use as a Polling Station by the Local Government for local or by-election.
- b. If premises becoming unfit for use for safety reasons.
- c. If premises being required for emergency requiring use by the Local Government.

Use of Premises

16. The hirer must only use those premises which are specified in the booking form. The hirer must vacate the premises by the time specified in booking form. The Committee reserves the right to charge the hirer for the use of the premises should the hirer fail to vacate the premises by the time for which it is booked for.

17. The hirer must not allow the premises to be used for any unlawful purposes and must not use the premises for any purpose other than that described on the booking form.



18. The Committee reserves the right to put a stop to any event or meeting conducted if premises are used for any other purposes other than that described on the booking form.

Times of Use

19. Use of the premises will be restricted to the times for which it is booked, unless access is agreed with the Committee outside of these times (**In the evenings all music must stop by 2130 hrs and those attending need to be vacated from the premises by 2200 hours**). The Hirer shall indemnify Committee for any loss caused by the hirer failing to vacate the premises by the time for which it is booked for.

Liability

20. The Committee will not be responsible for any loss or damage to any user's/hirer's property arising from the use of the premises nor for any personal damage or injury which may be incurred by or be done or happen to any person or persons using the premises arising from any cause whatsoever. The user's/hirers should consider and make their own arrangements for adequate insurance cover for their event in respect of damage or loss of property or injury to persons arising from premises booking. The Centre is covered by an insurance policy, a copy of the current certificate is displayed on the Centre noticeboard.

Noise

21. Noise should be kept to a minimum when using the premises. When exiting and entering the premises, function's attendees should behave in a quiet and orderly manner so as not to disturb the residents in the vicinity or other hirers using the premises at the same time.

22. Music is **not** allowed in the premises during the working days/hours (Monday to Friday, 0800 hrs to 1700 hrs). Where music is played during weekends/bank holidays, user/hirer is to ensure the noise is kept to reasonable level and is stopped by 2130 hrs so that annoyance is not caused to local people and residents in the vicinity of premises.

Damages and Cleanliness

23. The user/hirer is to report any damages caused during the event/function to the Gen Sec/Centre Manager. The user/hirer will be held responsible if the damage has occurred during the period of hire, which will incur damage costs.

24. At the end of the event the user/hirer shall clean any crockery used, dispose of rubbish using the bins provided, leave the room and premises in a clean and orderly state. Any contents temporarily moved from their usual position should be properly replaced, including returning tables and chairs to original places. The security deposit shall only be refunded if the premises is left in a clean and tidy condition or there is no damaged to premises/equipment (Please connect Hire Charge/Security Deposit and Refund Policies as stipulated above).

Smoking

25. Smoking is strictly prohibited in any part of the premises and the responsibility of enforcement is with the hirer during the hire period.

Alcohol

26. Selling of alcohol is strictly prohibited and the responsibility of enforcement is with the hirer during the hire period.



Catering

27. Cooking in the kitchen is strictly prohibited, but food can be heated using microwave available in the kitchen. Food purchased from sources other than Folkestone Nepalese Community Centre must be notified to Gen Sec/Centre Manger beforehand.

Permitted Number of People

28. The maximum permitted number of people using the premises is as specified at our website www.fncuk.org/hire-out-space . The User/Hirer must not exceed the people limit as specified on our website.

Health and Safety

29. The premises will be opened and closed by the Gen Sec/Centre Manager or nominated person by him/her, by attending the centre at the start and end of your booking, unless agreed otherwise.

30. The user/hirer or their representative must be present during the period of hire and ensure that premises booking Terms and Conditions are strictly observed. The user/hirer will, during the period of the hire, be responsible for supervision of premises, care and safety of premises property and people (including children) attending the functions, including supervision of car parking arrangement to avoid obstruction of users.

31. If it is a one-off booking, the Gen Sec/Centre Manager or nominated person by him/her will go through the health and safety (including Fire Safety) brief with hirer or their representatives at the start of booking. The Gen Sec/Centre Manager or nominated person by him/her will be responsible for showing hirer where the first-aid box and fire appliances/exits are located.

32. The display of unauthorised advertisements (e.g. banners, notices, signs etc) is not allowed. The hirer will be held solely responsible for any legal action taken against the premises by the local authority.

33. No filming or photography in the premises without prior written person from the Folkestone Nepalese Community Centre.

34. **Report of Incident/Accident.** It is the responsibility of hirer/premises users to report incident/accident to Gen Sec/Centre Manager by completing Centre's accident book, held in the Centre, with details of any incident/accident or any injury to a user of the premises in any way resulting during the hiring period.

35. **Activities for Children.** All hirers or premises users must ensure that any activities for children under the age of eight are conducted under the supervision of their parents or only proper person who have passed the appropriate Criminal Records Bureau Checks. These supervision and checks may also apply where children over the age of eight and vulnerable adults are taking part in activities.

36. **Fire Safety.** All hirers or premises users are responsible for the Health and Safety of function's attendees. Hirers/Users must make themselves aware of fire safety procedures including fire exits routes/doors, location of fire appliances and assembly point before the start of booking. FNC Centre Fire Action Plan and Floor/Evacuation Plan are placed on Centre Notice Board.



37. The hirer/user is to ensure that fire exits are not blocked, and chairs or obstructions are not placed in corridors and fire appliances are not removed or tampered with whilst premises is in use for emergency exit purposes. Hirer will need to appoint a person for anyone with a disability who would need help in case of an emergency to escape.

38. The hirer/user will be responsible for ensuring that all electrical equipment brought into the premises is current PAT checked by a qualified electricians and that a risk assessment has been done by the hirer. Lighting of Candles or use of flammable materials are strictly prohibited for the safety purposes.

Non-compliance to any of these Terms and Conditions may result in loss of all security deposit paid and an invoice for a further payment to addition costs may be raised.