



THE EYOT CENTRE

BOOKING AGREEMENT

TERMS & CONDITIONS OF HIRE

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall.

Agreements with the The Eyot Centre Management Committee ("The Eyot Centre") for the hire of The Eyot Centre or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force. The Hirer will read the handover instructions and return a signed copy to The Eyot Centre.

Supervision by the Hirer

The Hirer undertakes to be contactable at all times in the event that assistance is required.

Responsibility of the Hirer

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

- Being familiar with, and complying with, the guides provided for the use of the The Eyot Centre
- 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 contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other area hired by other persons
- Ensuring that the Premises (including the 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 all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Ensuring that 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 The Eyot Centre on the occasion of a special event or hire agreed to by the Eyot Management Committee
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques without prior agreement are brought on to the premises

- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a quiet neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels

Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- consume alcohol on the Premises (without the permission of the hirer)
- allow smoking in the Premises.
- bring gas cylinders on to the premises
- use ignited flames or candles.
- Use smoke machines inside the hall

Bookings which may be refused

- The Eyot Centre has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, The Eyot Centre is unlikely to accept bookings for teenage and young adult parties.
- Experience has shown that there can be problems with holding more than one event at The Eyot Centre, if the hall is booked for a “big event”, booking administration may refuse a second booking, especially if it also could be classed as a “big event”.
- A “big event” is one which requires dedicated use of the kitchen (including running a bar), plays loud music (recorded/disco/film or live, amplified or not), and will probably fill the car park.
- If a booking at The Eyot Centre involves children or vulnerable adults such that a safeguarding policy is required booking administration may refuse a booking at The Eyot Centre on safeguarding grounds.
- **The Eyot Centre will not tolerate physical or verbal abuse towards a member of our team. This includes intimidating, derogatory or harassment behaviour. Our centre is run and managed by volunteer coaches, members and staff and we value their well-being and time, any disrespect could result in the refusal of your hire, without notice.**

Deposit & Payment Terms

- **For bookings of 3 hours or more:**
- A non-refundable 20% deposit is required for any booking of the premises. The 20% deposit is payable on signing this agreement for the Centre booking. The balance must be paid 4 weeks in advance of your Centre booking.

- An additional refundable cash deposit of £500 against damage and breakages will be required for all bookings. All damages must be paid for in full. This deposit must be paid at the time of booking.
- You will pay for any additional cleaning charges, if the Eyot Committee deem it necessary.
- We charge in increments of 30 minutes.
- **For bookings of 1 to 2 hours:**
- A 50% deposit of the hire fee is payable upon booking. The deposit will only be refundable if you cancel your booking, 4 weeks or more before the booking date. The balance is due 4 weeks before your booking.
- Any damage must be paid in full in addition to cleaning charges, if deemed necessary by the Eyot Centre.
- We charge in increments of 30 minutes

Cleaning Charge

- Every centre booking will incur a cleaning charge at £34.00p/h, this will be charged in addition to your centre hire charge and will be determined by the type of hire i.e. hire of equipment only or centre facilities such as the hall or lawn.

Damage Deposit

- Damage can consist of any inconvenience or damage caused to the Eyot, premises, its members or the facilities.
- The premises, facilities and any equipment you hire will be inspected within 24 hours of completion of your hire
- You will be notified of any damage or inconvenience within 48 hours and a decision on whether all or some of your damage deposit being retained will be communicated to you at the same time.

Cancellation

- No charge if cancelled 4 weeks or more before a booking (for bookings of 1-2 hours only)
- 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking
- 100% of booking charge is due if cancellation is 1 week or less before a booking

Interruption of Regular Bookings

- If a Hirer is a regular weekly user, The Eyot Centre reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.
- The Eyot Centre reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.
- As we are a charity in desperate need of funds, we may ask from time to time that you share facilities. If you have not specified at the time of booking that you require exclusive use or paid the requisite fee, the facilities will have to be shared. Please note we only normally accommodate exclusive use for weddings.

Watersport Activities Provision

- The hirer must read the waiver and by proceeding with the booking you are deemed to have accepted the terms and conditions within the waiver. All participants are expected to complete a participant form.
- The watersports provision is subject to availability of our coaches. Please check the centre calendar on our website for availability for your requested date. The Eyot Centre does not have a pool of coaches to select from, we aim to provide you with confirmation of their availability within 2 weeks of your request. If you are able to provide more than one date for the coaches to consider that would be helpful.
- We may confirm that the dates are free on the calendar, this does not include that the coaches are available on that date.
- The coach must feel confident, mentally and physically fit and able to take a group out on the water, otherwise your event maybe cancelled.
- We will give you as much notice as possible of the cancellation. You will receive a full refund, where no costs have been incurred. If costs have been incurred, this some will be deducted from your refund.
- In the event of a cancellation, we will attempt to find another available coach, offer you an alternative date or signpost you to another venue.
- The Eyot Centre will not tolerate physical or verbal abuse towards a member of our team. This includes intimidating, derogatory or harassment behaviour. Our centre is run and managed by volunteer coaches, members and staff and we value their well-being and time, any disrespect could result in the refusal of your hire, without notice

Cancellation by The Eyot Centre

The Eyot Centre reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar situation that requires the Premises to be closed, or if The Eyot Centre reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, 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 The Eyot Centre shall not be liable for any resulting direct or indirect loss or damages whatsoever.

The Eyot Centre will not tolerate physical or verbal abuse towards a member of our team. This includes intimidating, derogatory or harassment behaviour. Our centre is run and managed by volunteer coaches, members and staff and we value their well-being and time, any disrespect could result in the termination of your hire, without notice.

Car Parking

Vehicles are parked at owner's risk and must be parked on grounds owned by the Eyot Centre, you must not park on grounds owned by our neighbours, the Sea Cadets. The space in front of the main entrance of the hall is reserved for emergency vehicle use but may be used temporarily for unloading.

Premises Licence and other relevant legislation

The Hirer is responsible for:

- Notifying the Eyot Centre that they are running a bar and selling alcohol, the charge for any fee or licence required for this is **NOT** included in the hire charge. You will need to apply to Wokingham Borough Council for the relevant licence (TENS licence, this is separate to the licence below) and a copy of the licence will need to be provided to the Eyot Centre at the time of booking. We reserve the right to refuse or cancel the booking, if you have not provided us with the relevant licence.
- Notifying the Eyot Centre, if your event will exceed 23:00hrs, the charge for any fee or licence required for this is **NOT** included in the hire charge. You will need to apply to Wokingham Borough Council for the relevant licence (TENS licence, this is separate to the licence above). We reserve the right to refuse or cancel the booking, if you have not provided us with the relevant licence.
- Conforming to the terms of the Premises Licence granted to the Eyot Centre, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music).
- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- We have a premises licence, the details can be provided upon request.

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, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

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

Compliance with legislation relating to children or vulnerable adults

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.**

Any events involving children or young people under the age of 18, must be adequately supervised.

We take safeguarding extremely seriously at the Eyot Centre. You will see from the centre calendar on our website that the centre is shared. As stated above, we are a charity in desperate need of funds, we may ask from time to time that you share facilities. If you have not specified at the time of booking that you require exclusive use or paid the requisite fee, the facilities will have to be shared. Please note we only normally accommodate exclusive use for weddings.

The centre building can be segregated, if necessary and the lawn can also be cordoned off to separate different groups. If you want to have exclusive use, the fee is significantly higher for exclusive use. Please continue to look at the Eyot Centre calendar for bookings on your date, we do not have any permanent full time staff at the Eyot but will do our best to inform you of any additional groups on your date of hire.

Indemnity

The Hirer shall indemnify and keep indemnified The Eyot Centre and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the hired facilities 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 The Eyot Centre, 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

Insurance

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

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Risk Assessments

The Hirer is responsible for carrying out full Risk Assessments and the Health and Safety of all staff and users associated with them whilst on the premises.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of The Eyot Centre as soon as possible, and complete the relevant section in The Eyot Centre Hall Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to The Eyot Centre, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

The Eyot Centre may provide storage space, including lockers, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of The Eyot Centre, and, on request, must be returned to The Eyot Centre.

The Eyot Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss, damage, theft 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. The Eyot Centre 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.

No alterations

Decorations may be hung from the existing screw eyes in the hall but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. You may use blu-tac but not drawing pins or adhesive tape.

No other alterations or additions 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 the prior written approval of The Eyot Centre.

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.