

RIPLEY ARTS CENTRE: CONDITIONS OF HIRE 2022



1. Payment

- a. An invoice for a *single* hire will be sent to the email address provided, normally two to four weeks in advance of the hire event. Payment for all individual bookings must be made within 30 days of the date of the invoice. If the booking is made under 30 days before the event takes place, payment should be made in advance of the booking date. An administration fee of £30 will be added to the invoice for late payments.
- b. Regular hire bookings will be invoiced at the beginning of each month. In the event that a payment is not received within 21 days, an administration fee of £30 will be added.
- c. Payments should be made by bank transfer or debit or credit card payment. Cash or cheque payments are not acceptable.
- d. The Trustees reserve the right to refuse future bookings when hirers do not pay their hire fees on a timely basis.

2. Cancellations

- a. If the hirer cancels a hire event booking within 30 days of the date of the confirmed hire event, the hirer will be liable to pay the full charge, unless the reasons for the cancellation are deemed exceptional.
- b. If the reasons for the cancellation are deemed exceptional, a replacement booking may be offered at the same hire fee as long as the date of the replacement booking is within three months of the original hire event. An administration charge of £30 may be payable.
- c. If a hirer books a series of regular hire events and all of the bookings are cancelled within thirty days of the date of the scheduled first booking, the hirer will be liable for the fee for the first hire event only.
- d. If a hirer books a series of hire events but cancels part of the way through the booking, the hirer will be liable for the hire fee for the next scheduled booking. Provided that the cancellation is made within 30 days of the next hire scheduled event in the series.
- e. A deposit of £150 will be charged when booking weddings, funeral gatherings, celebration events and parties. For weddings, funeral gatherings, celebration events and parties a further payment of £200 will be added to the invoice which will cover late departure, unreasonable cleaning costs and breakages. This is a refundable deposit providing conditions are met. In the event of a cancellation for any reason, except Covid-19 related issues, the deposit will be forfeited.
- f. Covid related issues: If a booking is cancelled within 30 days due to a Covid related incident which affects the booking taking place, an administration charge of 50%, but not exceeding £50 will be charged and another date will be offered within 3 months of the original booking.

3. Duration

Rooms are hired on a sessional basis. The sessions are set out in the room pricing guide published on the Bromley Arts Trust website. Copies are also available from the Office of the Business Manager.

Hirers must ensure that rooms are vacated at the agreed times.

4. General conditions of hire

- a. The agreed capacity of any room should not be exceeded. Details can be found on the BAT room hire pricing sheet.
- b. The requirements for room layout, including tables and chairs, must be notified to the office in advance. If required, a member of staff will be available fifteen minutes before the start time of any booking to assist with arrangements.
- c. No smoking is permitted within the building but is allowed in the garden, a minimum of ten metres from any doors or windows.
- d. No alcoholic drink may be sold on the premises unless a licence for such purpose has been obtained by the hirer. The hirer must inform the office if they intend to apply for an alcohol licence.
- e. Accommodation for guests with mobility issues is available on the ground floor only.
- f. No form of gambling which would require a licence may take place on the premises. A lottery or raffle may be held, provided that it is not run for commercial purposes but to raise funds for a good cause such as a charity.
- g. Electrical equipment should not be altered or moved without prior consent. Any additional electrical equipment brought to the Ripley Arts Centre must comply with relevant Health and Safety requirements.
- h. A Performing Rights Society licence fee may be required to be paid by the hirer for live music performances. Hirers are responsible for paying these external fees.

5. Liability

- a. Whilst your booking agreement with us is legally non-binding BAT is committed to do everything in its power to ensure your booking proceeds on the date/s agreed. However, should an exceptional circumstance at the BAT premises arise preventing the booking from taking place BAT will refund any deposit or booking fee previously received from the hirer.
- b. At the time of booking, the hirer must be able to demonstrate that they have adequate Public Liability Insurance to cover any claims arising from their activities. Hirers must check that their policy supports the particular activity proposed and does not appear on the list of exclusions.
- c. If the hirer requires the protection of the Ripley Arts Centre's Public Liability Insurance, the form provided for this purpose must be completed at the time of booking.
- d. The hirer shall indemnify Bromley Arts Trust or the Ripley Arts Centre Ltd, as appropriate, against any claim arising from personal injury, or loss or damage to property brought on to the premises, except when the claim arises from the proven negligence of the Bromley Arts Trust.

- e. Hirers undertake to comply with the Fire Safety Emergency Plan, and to familiarise themselves with the location of fire exits and extinguishers. (See website for the Trust's Health and Safety Policy and the Fire Risk Assessment).
- f. Hirers are responsible for keeping a record of attendees which can be used in the event of a building evacuation or an outbreak of COVID.
- g. The hiring organisation may be required to produce its own Risk Assessment, e.g. in accordance with the "COVID 19 Secure" rules.
- h. Fire exits and passageways must be kept clear of obstructions at all times.
- i. The hirer is responsible for arranging first aid cover for their event.
- j. Any accident requiring treatment should be reported to the staff in the Business Manager's Office by the end of the hire session or the staff member on duty and, if not practical, by email on the same day or as shortly thereafter as possible to the enquiries email address: enquiries@bromleyarts.com
- k. Rooms must be left in good order so that they can be prepared as necessary for the next hirer. Litter and empty bottles should be placed in bin liners and the receptacles provided on the premises.
- l. If the kitchen is used during the hire event, equipment should be washed and returned to cupboards after use. Any breakages should be reported to the office. Any equipment used for light refreshments are used at the user risk. Any defective equipment should not be used but reported to the staff member on duty or the business Manager's Office as soon as possible.
- m. The hirer shall pay to make good any damage caused by any attendee/guest/student for whom the hirer is responsible.
- n. Lights should be switched off and windows closed at the end of the session.
- o. In the interests of good relations with the Ripley Arts Centre's neighbours in surrounding roads, guests' cars should be parked considerately, and disturbance kept to a minimum when leaving.
- p. Adequate stewarding must be provided for events organised by the hirer to which the general public are invited. Guidance on the management of public entertainments is available from the office.
- q. Ball games are not permitted in the garden.

6. Safeguarding

- a. A condition of hire is that all organisations comply with the Bromley Arts Trust's Safeguarding Policy (This policy is published on Bromley Arts Trust's website and are also available from the Office of the Business Manager).
- b. The Bromley Arts Trust trustees, volunteers and members of staff are not responsible for the supervision of any children and must not be asked to undertake any supervisory role for children or vulnerable adults arriving in the car park or brought into the Ripley Arts Centre.
- c. Any child or vulnerable adult must be supervised by the hirer, or the hirer's appointed representative, who has undergone a Disclosure and Barring Service check if engaged in a regulated activity (for example teaching or coaching a child or caring for an adult). Evidence of a valid DBS check must be provided at the time of hiring.
- d. Children brought to the Ripley Arts Centre for classes should be handed over directly to the hirer or the hirer's representative and must not be left unsupervised in the Ripley Arts Centre or in the car park or the grounds of the

building. Particular attention should be paid by the hirer to children in our grounds and near areas of potential risk including the water fountain.

7. CCTV

Hirers are advised that CCTV operates in certain areas of the premises for security purposes. Images are held for thirty days before being destroyed.

8. Car Parking

Hirers and their guests are permitted to park at the front of the building, in marked bays only. They use the parking facilities at their own risk. Use of bays marked for disabled drivers will be monitored.

Contact: enquiries@bromleyarts.com

15.06.22

24.08.22