

BOOKING AND CONDITIONS

We seek to provide a transparent, simple and fair-to-use booking system. We are committed to prioritising bookings that benefit the local community. By confirming your booking, you acknowledge that you have read, understood and agree to all the conditions listed here and on our Moresk website.

HIRING A ROOM AT THE MORESK CENTRE

- The centre is available to be booked between 07:30am and 10:00pm.
- The Hirer must be at least 18 years of age and accepts responsibility for being in charge and on the premises at all times when the public are present and for ensuring that all the Conditions under this Agreement relating to management and supervision of the premises are met.
- Where an organisation is named, that organisation and the hirer shall be jointly liable with the person who signed the contract.
- All booking dates and times are based on information supplied by hirers. It is the responsibility of the hirer to check the dates, start and finish times.
- Trustees reserve the right to decline a booking request.

BOOKING FEES AND FACILITIES

- 70 seat Auditorium £16 per hour, including use of the AV system and kitchen. Minimum booking time 2 hours.
- <u>15 seat Conference Room</u> (including wide screen smart TV) £8 per hour, minimum booking time 2 hours. NB can only be booked in conjunction with the Auditorium or if the Auditorium is not in use.
- 12 seat St Piran's Room £5 per hour, minimum booking time of 2 hours.
- **Kitchen and equipment** (when booked separately) £4 per hour.
- The Centre has free Wi-Fi for all users.
- Limited on-site storage may be available by prior arrangement.

MAKING A BOOKING

- If you have not used the Moresk Centre previously, you will be offered a guided tour of the premises and shown how to use any equipment etc.
- Reservations should be made at least a week in advance though we will make every effort to process an inadvertent late booking.
- Go to our website https://moreskcentre.org/
- Click on 'Bookings'.
- Choose the room that you would like to use.
- Check on the Calendar for that room and choose the date/dates and time/times that you would like. NB: Booking times must include enough time to set up and pack away after the event. We plan to allow a reasonable time between bookings but please ensure you are clear of the Centre by the time your booked session ends.
- Contact our Operations Lead on <u>moresk.centre@gmail.com</u> or 07492
 52400 to request a reservation.
- We will acknowledge and reserve the room and time for you and send an invoice by email (usually within 24 hours).
- You make payment. NB: For a single session, full payment must be made when booking. Bookings cannot be accepted until payment has been made.
- Once we see that your payment has been received, your booking will be confirmed.
- Regular corporate customers may apply for a credit account in which case a booking may be accepted against a purchase order with payments invoiced on a monthly basis.
- Trustees reserve the right to decline a booking request.
- By confirming your booking by email or letter you acknowledge that you have read, understood and agree to all the conditions listed and you are entering into a contract that could be used in evidence should legal action become necessary.

TERMS AND CONDITIONS

- We offer a 10% discount if 4 bookings are made and paid for in advance, or for regular weekly bookings of more than 4 sessions paid for at least one week in advance of first booking date. Payments qualifying for the discount should be made by BACS.
- No refunds will be considered unless notice is given at least 4 weeks before the booking date.
- For regular bookings it may be possible to move a booking forward, by prior arrangement.

HIRER'S RESPONSIBILITY

During the period of hire you as hirer are responsible for:

- Bringing any equipment, refreshments, dishcloth, tea-towel that you require – including a bag for your rubbish.
- supervision of the premises, the fabric and the contents;
- care of the premises, safety from damage however slight or change of any sort;
- the behaviour of all persons using the premises whatever their capacity.
- Removal of all rubbish and foodstuffs at the end of your session
- Replacing tables, chairs and kitchen equipment
- Vacuuming floors and cleaning kitchen

SOME NECESSARY RULES

1. HIRE OF PREMISES

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

2. SUPERVISION

During the period of hire you as hirer are responsible for:

- supervision of the premises, the fabric and the contents;
- care of the premises, safety from damage however slight or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity.

2. INSURANCE AND INDEMNITY

You as hirer are liable for:

- a) the cost of repair of any damage (including accidental or malicious damage) to the premises (including its curtilage)
- b) the cost of repair of any damage to, or loss of, the fixtures, fittings or contents including our WiFi service and stored equipment.
- c) all claims, losses, damages and costs made against or incurred by the Moresk Centre, volunteers or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises.
- d) all claims, losses, damages and costs made against or incurred by the Moresk Centre as a result of any nuisance caused to a third party as a result of your use of the premises.

3. MONEY-BASED GAMING AND BETTING

Hirers should note that no gambling or betting (other than pre-agreed raffles at Trustees' discretion) shall be permitted on the premises.

4. MUSIC COPYRIGHT LICENSING

Where required you must hold relevant licences under Performing Right Society (PRS) and/or the Phonographic Performance Licence (PPL).

5. FILM

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permissions onto you.

6. SAFEGUARDING

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

7. PUBLIC SAFETY COMPLIANCE

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment. Hirers must conduct their own risk assessments as per the Health & Safety and Protection of Children and Vulnerable Adults policies

You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire
 Brigade and evacuating the Centre.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

In advance of any activity you must check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.

- That any fire doors are not wedged open.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

8. NOISE

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

9. ALCOHOL AND DRUGS

- a) Alcohol may not be consumed on the premises without our written permission. If permission granted, then no one using the Moresk Centre should consume excessive amounts.
- b) No illegal drugs are to be brought onto the premises.
- c) Drunk or disorderly behaviour is not permitted, either on the premises nor in its immediate vicinity.

10. FOOD, HEALTH AND HYGIENE

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

11. ELECTRICAL APPLIANCE SAFETY

You must ensure that any electrical appliances brought by you to the premises and used there are safe and in good working order.

12. STORED EQUIPMENT

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hire period or we will charge fees each day or part of a day at the hire fee per hiring until such property or equipment is removed.

13. ACCIDENTS

You must report to us as soon as possible and complete the relevant section in our accident book:

- any failure of our equipment or equipment brought in by you.
- any accident involving injury to any user or member of the public.

14. EXPLOSIVES AND FLAMMABLE SUBSTANCES

You must ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises.
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- c) If considering the use of any candles, due consideration is given to safety. The type of holder and number of candles to be used should be reported to our Operations Lead. She or he may need to refer back to the Trustees who may or may not give permission for their use.

15. HEATING

No additional heating appliances whatsoever, should be brought into, or used on the premises.

16. ANIMALS

No animals of any kind, except Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises.

17. FLY POSTING

You must not carry out, or permit fly posting, or any other form of unauthorised advertisements for any event taking place at the premises. You must indemnify us accordingly against all actions, claims and proceedings arising from any breach of this Condition.

18. WIFI SERVICES

You agree not to use the WiFi service for any of the following purposes:

- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- c) interfering with any other persons use or enjoyment of the WiFi service; or
- d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- e) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential, and not to disclose it to any third party.

19. PRIVACY AND DATA PROTECTION

By making a booking you agree that:

- a) We may collect and store personal data through your use of our WiFi service and our Booking system.
- b) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the WiFi service

20. END OF HIRE

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

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