Berwick House

Room Hire terms and conditions

Version	1.2
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Berwick House is a community resource owned and managed by Ashford Volunteer Centre. The building houses offices as well as function rooms, and there are residential neighbours either side. We therefore respectfully ask all hirers to be considerate of others who may be in and around the building.

Terms of use

- The function rooms at Berwick House can be hired by community organisations, companies, or members of the public.
- Bookings can be made up to 12 months in advance.
- The venue does not have a premises licence; if you intend to serve or consume alcohol during your event you must indicate this on the booking form.
- Voluntary organisations in the Borough of Ashford may take priority over bookings from other organisations or areas.
- Ashford Volunteer Centre will not permit rooms at Berwick House to be hired:
    - For political rallies or demonstrations
    - For purposes which are forbidden by law
    - For functions attended by people whose presence may cause civil unrest or division within the community
    - To an organisation (or individual) banned by law
- Ashford Volunteer Centre also reserves the right to cancel any booking where it considers:
    - Such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.

    - The hirer may do something that may risk loss, damage or significant expense to Ashford Volunteer Centre, or harm its reputation.
- No part of Berwick House should be used for anything other than the purpose of the booking.
- Sub-licensing is not permitted under any circumstances and Ashford Volunteer Centre will not accept bookings from third parties.

Booking requests

- Bookings must be made by someone 18 years or over.
- All booking requests must be submitted via Hallmaster ONLY (Online Hall & Venue Booking & Reservation System | Hallmaster Ltd).
- Ashford Volunteer Centre reserves the right to refuse any booking and not give any reason or explanation.
- All booking requests will be acknowledged; this is not a confirmation. The confirmation of a booking will be sent separately by email.
- Hirers must inform Ashford Volunteer Centre if the event is open to the public and/or if tickets are being sold for the event.
- Any booking involving participants who are children or adults at risk will require the hirer to provide a copy of their approved DBS certificate and safeguarding policy at the time of booking.
- For any booking of an event which intends to prepare or sell food or drink, the hirer must provide evidence that they are registered with the appropriate local authority for food safety purposes. In addition to this, the hirer must provide evidence of their food hygiene rating at the time of booking.
- The booking will be treated as provisional until a signed copy of these Terms and Conditions is returned. If these are not returned by the date given in the booking acknowledgement, your booking will be cancelled.

Conditions of payment and additional charges

Ashford Volunteer Centre reserves the right to increase prices from April 1st each year. All bookings for events taking place after any price increase shall be liable to the new charge(s).

Regular bookings will be invoiced monthly; the terms of payment are seven days from receipt of the invoice. Should payments be late, no further bookings will be allowed until payment is received.

The hirer is responsible for removing all litter and equipment at the end of the event and ensuring the room is reinstated to its former condition. If not, Ashford Volunteer Centre reserves the right to charge an additional cleaning fee of £15 per hour.

Anyone associated with the event must have left Berwick House promptly at the end of the booking period as stated on the booking form, or the hirer will incur the following charges:

- remaining at the venue for more than 15 minutes after the event will result in an additional charge of £10 in 15-minute increments, or £25 in 15-minute increments for events after 5pm or at weekends.

Cancellation by Ashford Volunteer Centre

In the event of any cancellation or termination of a booking by Ashford Volunteer Centre, no liability shall fall upon Ashford Volunteer Centre in respect of any loss sustained or expenses incurred by the hirer. Insurance against such loss should be arranged at the time of booking.

Ashford Volunteer Centre reserves the right to cancel bookings due to unforeseen circumstances or building works. Reasonable notice will be provided to the hirer where possible.

Ashford Volunteer Centre may cancel or terminate any booking if the premises are used for any purpose not previously approved, or if there is any breach of these terms and conditions. In the event of such cancellation, no reimbursement of costs will be made to the hirer and the hirer will be liable for any costs, expenses or losses incurred by Ashford Volunteer Centre.

Ashford Volunteer Centre may cancel or terminate any booking if Berwick House is required for any purpose connected with parliamentary or local elections, national security or public safety. No liability shall fall on Ashford Volunteer Centre other than for the return of any booking deposits, fees or charges to the hirer. Insurance against such an eventuality should be arranged at the time of booking.

Cancellation by the hirer

Any cancellation must be made by email or in writing and will be subject to the following cancellation charges:

- 100% of the booking fee if the cancellation is less than 48 hours before the event.
- 50% of the booking fee if the cancellation is more than 48 hours but less than one week before the event.

If a pre-paid booking is cancelled with a week or more's notice and an alternative date is booked, there will be no cancellation charge.

Use of Berwick House

Duties of the hirer or responsible person

The hirer must ensure that during the event there is at least one person aged 18 or over who is present and responsible for ensuring compliance with these terms and conditions, as well as the following:

- The effective control of any children or young people.
- The orderly arrival and departure of people attending the event (also ensuring everyone signs in and out of the visitor book).
- The orderly and safe exit of anyone associated with the event in the case of an emergency (including making attendees aware of emergency procedures at the start of the event).
- The preservation of good order and decency at Berwick House.
- Ensuring they and anyone associated with the event do not enter any other areas of Berwick House other than the rooms being hired.

The name and contact number of this responsible person (if different to the hirer) must be provided on the booking form.

Entering and exiting the building

The hirer, event attendees or contractors will only be allowed into Berwick House during the hours specified on the booking form. Under no circumstances will anyone associated with the event be allowed to enter earlier or remain in the building after the event, as the room(s) may have been booked for other events. To do so will incur a charge as specified in the 'conditions of payment and additional charges' section above.

Ashford Volunteer Centre reserves the right for authorised staff to enter the booked rooms at any time if there are concerns about behaviour or safety.

The hirer is responsible for picking up the building key, before 5pm, on the last business day prior to the scheduled room hire.

When entering the building, the following procedure must be followed:

- There is an attendance board on the wall to the right of the downstairs lift entrance. The board contains the room number and an 'IN and OUT' slider and is used to ensure clear knowledge of who is in or out of the building should any emergency arise.
- Upon arrival, please ensure you (and / or the first member of your group) move the bar from '**OUT**' to '**IN**' for your relevant room(s).
- Upon leaving, at the end of your room hire, please do the opposite ('**IN**' to '**OUT**').
- It is the sole responsibility of each room (lead) occupant to ensure **all** occupants of the room are evacuated and accounted for, should the need arise.

When entering the car park, and on leaving the car park after the room hire session, a code is required to unlock and relock the gate. This code is available upon request to Ashford Volunteer Centre.

Room set-up

Room Hirers are responsible to set up and take down chairs and tables at their own booking event.

Hirers are advised to book a time slot adding at least 15 minutes either side of the event to allow sufficient time for preparation and cleaning up.

Deliveries and removals

The hirer must ensure that anyone supplying equipment or goods in connection with the booking shall do so with respect to other staff and visitors at Berwick House.

Permitted numbers.

The number of people attending must not exceed those stated on the booking form. It is the hirer's responsibility to ensure those numbers are not exceeded.

Ashford Volunteer Centre may, at their discretion, reduce the maximum number of attendees if they consider it necessary.

Electrical fittings and appliances

The hirer shall not make any alterations to the lighting, heating, power or any other electrical appliances in the hired room.

No additional lighting, heating, power or electrical appliances, including personal items, should be used without prior written consent from Ashford Volunteer Centre.

Broadcasting and filming

Broadcasting or filming rights are prohibited without prior written consent from Ashford Volunteer Centre.

For the avoidance of doubt, cameras may be used within the booked room(s) for private, not commercial, purposes.

Animals and birds

Other than assistance dogs, the hirer should not permit any animal or bird to enter Berwick House without prior permission from Ashford Volunteer Centre.

Gambling

No sweepstake, raffle, tombola, or any form of gambling is permitted to take place at Berwick House without prior written consent from Ashford Volunteer Centre.

Smoking and Vaping

Smoking and vaping is not permitted anywhere on the premises, including in the car park. Any lit cigarettes must be extinguished and disposed of in the cigarette butt bin at the main entrance, prior to coming on-site.

The hirer must ensure anyone associated with the event adheres to these rules.

Use of amplified sounds and music

As there are many other staff and visitors at Berwick House, as well as residential neighbours, the hirer must keep music and amplified sound to a minimum.

Publicity and advertising

The hirer must not advertise any public meeting at Berwick House without prior written approval from Ashford Volunteer Centre.

Parking and bicycles

Car parking is not included in the booking fee. Only the host is permitted to park onsite – others will have to park elsewhere. There is a public car park linked to the cinema opposite Berwick House.

No bicycles, scooters or motorbikes are permitted within Berwick House. There is a small bike rack in the car park where they can be left at the owner's own risk.

Catering services

Hirers may use their own catering suppliers, but this must be noted on the booking form. Ashford Volunteer Centre accepts no liability for any breaches of food safety, hygiene or any other related compliance breach by the hirer or their caterer.

Royalties and copyright

The hirer shall indemnify Ashford Volunteer Centre from and against any claim for duty, tax, royalty, or copyright fees payable in respect of any entertainment organised by the hirer and against any infringement of copyright, which may occur during the event.

If the room booking indicates the performance of any musical or dramatic works, or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the hirer to obtain consent from the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including, though not limited to, royalties which may be due or become payable.

Decorations and pyrotechnics

No fixtures or fittings such as nails, drawing pins, staples or adhesives should be used on any part of the building or its furniture.

The use of helium-filled balloons, streamers, confetti or party poppers/canons are only permitted with prior written consent from Ashford Volunteer Centre.

No naked flames, smoke machines, indoor fireworks or other highly inflammable materials are permitted at Berwick House. Candles on celebratory cakes may be permitted subject to prior approval from Ashford Volunteer Centre

Protection of Berwick House and its contents

The hirer must take due care and attention to protect the room(s), walls and room contents which may be at risk of damage.

The hirer is liable for any costs associated with reinstating, repairing or replacing any items or part of the building that gets damaged, destroyed, stolen, or removed during the event.

Loss, damage, or injury

The hirer is responsible for having suitable insurance relevant to the event. The booking form must state whether the hirer has their own policy of Public Liability Insurance. Ashford Volunteer Centre will not be liable for the death of, or personal injury to, any person at Berwick House for the hirer's event, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability.

Ashford Volunteer Centre will not under any circumstances be responsible or liable for any damage to, or loss of any items, brought in to or left at Berwick House either by the hirer or by any third party.

Ashford Volunteer Centre shall not be liable for any loss due to the breakdown of equipment or machinery, an interruption in the supply of electricity, water, gas or other utility, fire, government restriction, or act of God which may result in the interruption or cancellation of the room booking.

Ashford Volunteer Centre gives no guarantee that Berwick House is satisfactory for any specific purpose.

All accidents must be reported here: Microsoft Forms. Additionally, there is a QR code on each First Aid box (located on the ground floor Reception area and Room 5 on the first floor) which can be scanned to lead directly to the reporting form.

Ashford Volunteer Centre has no obligation to provide first aid support during out of hours room hire. During office hours, an appointed person will assist in organising first aid support when required.

Emergency procedures

In the event of an emergency at Berwick House, audible alarms will be activated in all areas. The alarm is a distinctive, continuous, high-pitched sound.

Emergency exits are all signposted and you must leave by the nearest exit point. This is highlighted on the Health and Safety posters displayed in each room.

Evacuation should be immediate, and no attempt should be made to gather or retrieve possessions from the building.

Evacuation should be in an orderly manner, as quickly as possible without running.

No attempt should be made to re-enter the building until the key hirer or a member of the emergency services, if on site, has given permission.

At the end of the room hire period, unattended property may activate an emergency evacuation, so bags and other loose possessions should not be left.

Compliance with statutes and regulations

The hirer must not do, or permit to be done, or fail to do, any act, matter or thing which may constitute a breach of any statutory obligation arising out of, or in connection with, these terms and conditions, or would or might vitiate in whole or in part any insurance affected in respect of Berwick House and Ashford Volunteer Centre.

The hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act 1933, the Copyright Act 1956, or any statutory modification or re-enactment thereof and all other statutory provisions, and shall comply with all obligations and requirements of any applicable Ashford Volunteer Centre licensing for any booking, and shall indemnify Ashford Volunteer Centre, and all other officers of Ashford Volunteer Centre, from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.

The hirer hereby agrees to comply with the relevant provisions of the Health & Safety at Work Act 1974 and any other relevant order, statutory instrument or legislation in respect of any person engaged or employed by the hirer or working on the hirer's behalf at Berwick House, and in respect of any other third party attending the event.

Hirers are responsible for undertaking their own risk assessments for the activities being undertaken and in ensuring full compliance by all those organising, performing and attending the event.

Complaints

Any complaints prior, during or after the booking must be made in writing to contact@ashfordvc.org.uk or to Ashford Volunteer Centre, Berwick House, 8 Elwick Road, Ashford TN23 1PF no later than seven days after the date of the event.

Interpretation and reserved rights

The hirer, or the person signing the contract of hire, warrants that they are over 18 years of age and has read and accepted these Terms and Conditions.

The hirer should note that personal data such as names, address and contact telephone numbers obtained for the purpose of the booking may be shared between appropriate staff for day-to-day business activities. For further information about our privacy policy visit ashfordvc.org.uk/privacy-policy

Ashford Volunteer Centre reserves the right to change these terms and conditions at any point without notice.

These Terms, Conditions and regulations governing room hire at Berwick House should be studied before signing the contract. The signing of this contract implies full acceptance of the Terms and Conditions by the hirer.

Signature

Please sign to confirm agreement with these Terms and Conditions.

_____ Date _____