



## Terms & Conditions of MAV's Hulme Community Hall Hire

### INTRODUCTION

The community centre is owned by Manchester city Council and is under a lease agreement to Mothers Against Violence (MAV). MAV is a Charitable Incorporated Organisation (CIO) which is registered with the Charity Commission for England & Wales (Charity number 1135348). "MAV Hulme Community Hall" means Hulme Community Hall at 4 Jarvis Road, Manchester, M15 5FS. This comprises of either singularly or collectively those areas available for hire. The facility comprises of a large hall and a smaller conference room that has its own separate access. The hall has easy disabled access with a ramp. There are toilets (including a disabled access toilet with assistance alarm and baby change area). The hall has an adjoining modern kitchen which was fitted in September 2018 with funding from the Clothworkers' Foundation grant.

The conference room has access to a small area where hot drinks and light refreshments can be prepared. WIFI is available throughout the whole community Hall. The community hall is centrally heated and has hot water. The following documents form the contract between us (MAV) and you (the hirer or user of the facilities): • these terms and conditions • your booking form • your confirmation of booking showing your hire charges • the receipt showing your payment(s) By completing the booking form and/or using the centre facilities, you become the hirer/user and agree to be always bound by these terms and conditions.

"The Hirer" means any person who has applied for and been granted the hiring of the Hall. "The Hiring" means the function or event for which the Hirer has hired the Hall. "The Hall Manager" means the person employed in that capacity by the Charity DISCLAIMER Mothers against Violence, its officers, agents, and servants shall not be liable to the user or to any person using or entering the Hall for personal injury or for damage to, loss or theft of any property brought into the Hall, unless caused by the negligence on the part of Mothers against Violence. The user shall indemnify Mothers against Violence, its officers, agents, and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

### 2 March 2021 Terms & Conditions of MAV's Hulme Community Hall Hire

1. APPLICATION : You can apply to book the community centre in person or via the MAV website. To secure your booking, you must: • Give us a fully completed booking form, preferably via the online form, and
2. Make your payment for your booking as requested. This will usually be £ 200 security holding deposit at the time of your booking and the cost of your booking at list two weeks before your event.
3. The outstanding balance must be paid at least 2 weeks prior to event, otherwise your booking will be cancelled.
4. Your booking is not complete, and you won't be given access to the centre, until the full balance has been paid and we confirm receipt of payment by email or in writing. We can refuse a booking without giving a reason.

5. Please, note that making a full payment doesn't guarantee your booking and Mothers Against Violence (MAVUK) reserves the right to cancel or reschedule your event.
6. Mothers Against Violence (MAVUK) reserves the rights to change prices in order to suits the needs of the organisation. The hirer will be informed at list 7 days in advance about the price increase in order to allow them enough time to make an informal decision or cancel the event.
7. To make a booking, you must be at least 18 years old.
8. CORRESPONDENCE: All correspondence must be addressed to: Mothers against Violence Claremont Centre 2 Jarvis Road Hulme Manchester M15 5FS Email:office@mavuk.org.uk 2. STATUS OF HIRER/USER: In these Terms and Conditions the term "HIRER" shall be the person signing the application or any person or organisation on whose behalf the application is made, whom shall be liable for all aspects of the booking and the state of the hall and any party, person, or entity whether Corporate or private who has been allowed to use the hall by the hirer.
9. Mothers against Violence are required by law to protect the public from parties it rents the hall to. It may share information provided to it with other bodies responsible for public protection in order to prevent and detect fraud. If you book the community centre for a business, club or any other organisation, you must:
  - have the power to enter a contract with us on their behalf
  - tell us the name and address of the organisation, and your position there, on the booking form.

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### **CHARGES & PAYMENT**

Hall Booking: On return of the signed contract, The Hirer must enclose the booking Fee which is the total deposit sum of £200.

The Hirer will pay the outstanding balance which will be the total cost of the booking session and any additional hours, services or items hire and any further charges shown, at list 2 weeks in advance of the event. If the date of the booking is within 2 weeks, then full payment will be due upon confirmation of the booking. If your payment is not received by the due date, your booking will usually be cancelled. The deposit paid will be refundable as detailed in the charge's information.

Further charges may be applied in respect of technical facilities, marketing, food & beverage, security services which will be agreed in advance with The Hirer. Hirers are advised to discuss with their caterers (when applicable) the times required for kitchen preparation, clean up and hall preparation and book the required sessions accordingly. Caterers will not be allowed access to or use of the kitchen unless the booking includes the times in which it is to occur.

Damage Payments You are responsible for protecting the premises during your session. You must take reasonable care of the centre, including but not limited to:

- Do not drive screws, nails, drawing pins etc. into any part of the premises.
- Do not apply chalk, stickers, wax, or crystals of any kind to the floors. At the end of your event, turn off all appliances, lights, heaters etc. and firmly close all internal and external doors.

Fire exits are for emergency use only; do not use them as a normal means of access or egress unless there is an emergency.

Fire exits must be securely closed from the inside. Access to the centre must be via the main entrance door only. A hall hire damage deposit will be required from The Hirer, to be held

against the cost of repairing, cleaning, or replacing any damage or loss caused to the accommodation or equipment therein, or consequent loss caused.

The hiring prices are reviewed quarterly, and prices charged will be those in force at the time of the Let, regardless of when the booking was made.

The amount of damage deposit is agreed at the time of the booking and depends on the type of booking, attendees, etc. If the cost of repairs exceeds the value of the damage deposit, The Hirer will be liable to pay the additional amount.

The damage deposit is due at the point of booking, is payable by cash or online. Providing no damage has occurred during the event, refunds of deposits will be refunded via direct bank payment where payments have been made online.

Where a cash deposit has been paid, a cheque or bank transfer will be sent to The Hirer.

All deposit refunds will be made within one week of the event.

All money will be banked and so no cash payments can be made for refunds.

The Hirer shall ensure that, at the conclusion of the period of hire, the Facility is left in a clean and tidy condition, as per the start of the hire. This will require the bagging of all rubbish left in the hall and gardens, the hall and kitchen floors being swept and the kitchen area left clean and tidy as found. If the Hirer does not comply then a minimum charge for cleaning of the hall and gardens is 50 per hour for each booking will be charged.

4 March 2021 Terms & Conditions of MAV's Hulme Community Hall Hire If you have hired the kitchen for cooking we will provide you with a separate Instruction sheet. The user agrees to pay all such rates, taxes, charges, assessments, and other liabilities as may be imposed upon Mothers against Violence or otherwise solely because of the user's use or occupation of the Hall.

If rates, taxes, charges, assessments, or other liabilities which are imposed upon Mothers against Violence or otherwise are higher than they would have been but for the user's use or occupation of the Hall, then the user shall pay all such additional sums.

If you are billed for damage via an invoice, payment is due immediately.

Payments can be made using the Mothers Against Violence booking email address [hchbookings@mavuk.org](mailto:hchbookings@mavuk.org).

Please ensure you make it clear what the payment is in respect of or make reference to the invoice number.

**LATE PAYMENT CHARGE:**

A late booking payment charge of 5% will be levied on the amount that is due for any damage payments that are overdue OR late payment may result in future hiring being cancelled at Mothers against Violence discretion, but The Hirer will nevertheless remain liable for the balance of the charges outstanding.

**CANCELLATION**

a) Regular/Block Bookings: In the case of a cancellation of a regular/block booking, less than 2 weeks of The Hiring date, The Hirer shall pay to Mothers against Violence the total cost of the hall/room hire for each booking cancelled. Bookings made for consecutive days are charged as one booking. Booking non-consecutive days are separate bookings.

The hall hire will not be charged to the client if 2 weeks' notice of cancellation is given in writing by the hirer.

If a cancellation is made less than 2 weeks before the booking date payments for sessions will be forfeited, additional cost sent out to you to cover the cost of anything requested and already paid for by Mothers against Violence for your event.

b) All OTHER BOOKINGS: In the case of a cancellation of any other booking, The Hirer will forfeit the Hall Booking fee if The Hirer cancels the hiring within less than 2 weeks' notice. c) By MOTHERS AGAINST VIOLENCE.

Mothers against Violence reserve the right to refuse, change pricing or cancel any booking:

- In the event of any unforeseen circumstances
- If in the opinion of Mothers against Violence the Hiring or its general nature, or the facilities to be provided would or might contravene any rule of law.
- If the price has increased and the hirer has refused to pay.
- If Mothers Against Violence has decided that it can not accommodate the event due to staff shortages.
- If Mothers Against Violence has decided that it cannot accommodate the event due to Health and Safety issues
- If Mothers Against Violence has decided that it cannot accommodate the event due to double booking.
- If Mothers Against Violence has decided that it cannot accommodate the event due to management decision.

Mothers against Violence shall return to The Hirer any money paid or offer an alternative date.

If a letting is cancelled under this Condition, The Hirer shall not make any claim, nor shall Mother against Violence be liable for compensation for any loss or damage sustained by him directly or indirectly on account of such cancellation.

5 March 2021 Terms & Conditions of MAV's Hulme Community Hall Hire IN WRITTING:

All cancellations must be received in writing at least 2 weeks prior to the confirmed date of the booking.

Failure to do this is likely to result in the full hire charge being applied. This does not affect your right to cancel under The Consumer Protection (Distance Selling) Regulations 2000.

#### **OVER-RUN OF HALL HIRE:**

An additional fee is payable by The Hirer for each hour or part of an hour that The Hall is retained by The Hirer from the expiry of the contractual period until The Hirer has returned control thereof to Mothers Against Violence, ready for the use of a subsequent Hirer. THE HIRER WILL BE CHARGED A £50.00 HOURLY RATE IF THEY EXCEED THEIR HIRE TIME BY MORE THAN 15 MINUTES AND FOR EVERY HOUR OR PART HOUR THEREAFTER. THIS WILL BE DEDUCTED FROM ANY DEPOSIT ALREADY PAID.

Free use of our facilities the centre may be used free of charge for certain "one-off" community events or meetings where all the following apply: The event will benefit the local community.

Any member of the community is welcome to attend without unreasonable restriction.

No charge is made for attending the event. There is no exchange of funds, except for raising money for charity or accepting donations.

Individuals or organisations involved in running the event offer their services free of charge on a voluntary basis. We are unable to offer free use of the facilities on a regular basis.

#### **ADMISSION**

Mothers against Violence reserve the right at its absolute discretion to refuse the admission of, or to evict any person from The Hall.

The Hirer is responsible for ensuring that all persons and parties admitted by them conform in all respects to these conditions governing the use of The Hall and a copy of the conditions is available at the facility for inspection.

We can refuse entry of any person to the centre, and require any person to leave on request, without giving a reason. You must only use the rooms booked and only at the agreed times. Sub-letting is not permitted.

#### ADVERTISING OF VENUE

All correspondence, posters, and publicity advertising the Hiring must identify by whom the event is organised and should not give the impression that the event has been organised by Mothers against Violence.

#### DATA PROTECTION (GDPR)

So we can manage your bookings, we will need to hold your personal data, both in electronic and paper form. This may be within our account's records, on local computers or within documents in the 'cloud' which are shared with other trustees of the CIO who need access.

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All data held about you will be limited to your name, postal address, email address, telephone numbers, the dates and times of bookings, fees incurred and payments you have made to us (and similar details relating to any company or organisation you represent). Every effort will be made to hold your data securely. It will not be shared with anyone outside of MAV or Manchester City Council, unless we are required to do so by law (E.g., by court order, Police or HMRC). You must tell us if your data changes and needs updating. You can refuse permission for MAV to hold your data. However, if you do refuse, this means we will not be able to process your bookings and we may continue to hold limited data if this is required for accounting purposes.

#### **Seating /standing capacity and equipment**

You must tell us (on the booking form) how many people will be attending your session/event.

You must make sure that the number of people who do attend is no more than the maximum numbers agreed. Party and celebration events that include the uses of table, chairs, food, and decorations require at least two sessions. For safety reasons, do not block entrances, exits, corridors or passageways.

Always keep them clear. You are responsible for equipment in, or brought into, the community hall. We are not liable for any loss or damage due to the presence, use or condition of this equipment.

Use of Bouncy Castles or any activity items must be discussed at time of booking. We are unable to permit smoke machines because they will set off the fire alarm.

Electrical Equipment (safety and prevention of electrocution) Electrical equipment being used in the building must have a current electrical test certificate.

You must show us this certificate if we ask for it. For one off hire, a circuit breaker will be acceptable.

We may provide storage space for your own equipment if available.

Do not store valuable or unnecessary items in the building. If specific storage space is not available, your equipment must be removed from the centre when not in use. Failure to comply with these terms of hire, and any additional conditions imposed by email or in writing, will result in cancellation of your booking(s).

We are not liable for any costs incurred due to cancellations, regardless of the reason. 8. PUBLIC LIABILITY & INDEMNITY You will indemnify us against actions, proceedings, claims, damages, awards or costs resulting from loss, damage, death or personal injury which occurs during your session.

This must be covered by £10,000,000 Public Liability insurance.

The hire of the hall includes up to £500,000 public liability insurance if you are: • a voluntary or community group, or • another type of non-profit making organisation, or • an individual using the centre for non-profit making purposes (e.g. a birthday party).

### **March 2021 Terms & Conditions of MAV's Hulme Community Hall Hire**

You must have your own insurance in place if:

- your event does not meet the above criteria, or
- you charge people to attend your session, or
- you use the centre for any profit making or commercial purposes. You must be able to provide proof of cover if we ask for it.

### **STRUCTURAL ALTERATIONS**

The Hirer shall not carry out any alterations to The Hall, including lighting, heating and/or food and beverage facilities, nor shall they fix or cause to be fixed, any apparatus, equipment, notice or decoration without the previous written permission of Mothers Against Violence.

The Hirer is NOT permitted to remove/take down any of the marketing material that has been displayed. No notices shall be affixed to any part of the hall except on a proper notice board with prior consent of Mothers against Violence. No nails, screws, bolts etc may be driven into or removed from the walls and fixtures of the Hall. The Hirers attention is drawn to the Town and Country Planning legislation of which it is an offence to display advertisements otherwise than in accordance with the provisions of the Town and Country Planning Regulations. Hirers are advised to study these regulations which prohibit the fly posting of notices. Exits of adequate width shall be provided and so arranged as to afford ready means of egress from all parts of the premises to be used by the public, performers, and staff, to the satisfaction of Mothers against Violence.

### **ANIMALS**

No dogs or any other animals will be admitted to the facility except guide dogs for the care of a person and the person exercising control of a dog shall comply with any instructions given by or on behalf of Mothers against Violence.

### **PERFORMING RIGHTS**

You cannot perform any copyright material unless you provide us with proof that the copyright owner has given you permission. You must pay any costs incurred due to infringement of copyright. You must not use any device to:

- watch or record live TV programmes on any channel (including BBC)
- download or watch any BBC programmes on iPlayer - live, catch up or on demand. This applies to any provider you use and any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box, or DVD/VHS recorder.

### **CONSUMPTION**

The sale of alcohol on the premises is strictly prohibited unless the appropriate licence has been granted from Manchester City Council. Evidence of this must be provided prior to use of the hall/premises. 8 March 2021 Terms & Conditions of MAV's Hulme Community Hall

Hire 13. **SMOKING** In line with UK law, you are not allowed to smoke inside the community Hall or entrance foyer.

For fire safety reasons, only smoke in designated areas outside the community hall and please be considerate by smoking far away from doors and open windows. The Hirer is responsible for ensuring that smoking does not take place inside the hall during The Hiring. It may be necessary to close the venue if that is required to prevent smoking taking place during their hire period in which case no money will be refunded. If it is reasonably believed by Mothers against Violence that smoking has taken place during the Hiring, then The Hirer will forfeit the deposit. Smokers must dispose of cigarette ends in a safe and responsible way - do not dispose of them within the centre building or grounds of the community hall/car park. Smoking is not permitted on grounds.

#### **SUPERVISION AND PRESERVATION OF ORDER**

The Hirer shall take account of the convenience of neighbouring residents and accommodate their reasonable requests regarding noise, the use of windows etc. The deposit will be forfeited in its entirety in the event of two or more sustainable complaints attributable to the event being received.

The Hirer shall be responsible personally for the conduct of all persons attending The Hall in connection with The Hiring and for ensuring that proper order is maintained not only during, but before and after the period of hire so that no nuisance or annoyance is caused to neighbouring residents because of the hiring.

The Hall is fully covered for any claims due to negligence on the part of Mothers against Violence. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall. The Hirer shall not obstruct or permit the obstruction by persons or property of any gangway, passage, stairway, or flight of steps either inside or outside the venue. You must not allow drunk and disorderly conduct or unlawful gaming to take place on the premises. You will allow us, Police Officers, Police Community Support Officers and Council Officers to enter the building at any time. They have full power to enforce these terms of use and preserve peace and good order. 15.

#### **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

Children and vulnerable adults must be always supervised. Do not allow them to roam around the community hall building, car park, kitchen, or community hall gardens (accidents can happen when they are out of sight). During your session, please remember that other people may use shared areas of the centre such as the toilets. You, and those responsible for children and vulnerable adults during your session, are wholly responsible for ensuring their safety and welfare. In any area of the community, Stranger Danger is a possibility! Mothers against Violence Safeguarding Adults and Safeguarding Children policies are available from Mothers against Violence. Users are required to read this and ensure that they have their own policies or procedures in place that are consistent with these standards. 16. FIRE

#### **PREVENTION & HEALTH AND SAFETY AT WORK etc.**

Act 1974 The Hirer shall as soon as possible notify Mothers Against Violence of any accident occurring whereby any person suffers any injury whatsoever or there is any damage to the facilities or equipment during the hire. Terms & Conditions of MAV's Hulme Community Hall Hire 9 March 2021 Mothers against Violence will take all reasonable measures to ensure that all facilities made available are safe under normally accepted conditions of use by reasonable persons. It is incumbent upon the Hirer and User to take all reasonable measures to ensure that all persons under their control act responsibly. You must familiarise yourself with the Fire Safety Risk Assessment and comply with any specific requirements stated.

#### **COMPLIANCE WITH MAV HALL REQUIREMENTS AND RESPONSIBILITIES**

Sometimes, we may give you extra terms and conditions. These might be to prevent damage to the premises, to stop residents being disturbed or for any other reason. They may relate to more than one booking. If you do not keep to our terms, or any extra terms given in writing or by email, we can:

- End your session early.
- Keep your bond and/or make additional charges to cover our costs.
- Stop you from using the centre in the future. If this happens, we do not need to pay you any compensation.

**Responsibilities:** The Hirers of the Hall are responsible for calling the Emergency Services and Evacuating the building in the event of a fire. **Opening/Closing:** The Caretaker will arrive 15 minutes before your hire to open the hall and return 15-30 minutes before the end of the hire to inspect the hall and lock up. If there is a chance that your hire may end early, please ask the caretaker for a contact number so you can contact them. The hall must NOT be left unattended at any time; failure to abide by this may result in us retaining your damage deposit. Hirers should ensure that electrical circuits are not overloaded. **Fire Alarm –** A charge will be made if the fire alarm is accidentally activated. The Hirer must nominate a competent person to take charge in case of Fire, to ensure that all persons at the Hall can escape unimpeded through the Fire Exits and to assemble in the car park or other nominated assembly area. Improper operation of the Fire Alarm or extinguishers will result in the automatic loss of the security deposit. **Fire Doors MUST** remain unobstructed during a let. The Hirer must also nominate a competent person to take charge in the case of an accident, injury or ill health to contact the appropriate service. Mothers against Violence need to be informed of any incidents.

#### **ZERO TOLERANCE**

We do not tolerate abuse of our staff or volunteers. Members of MAV work at the centre for the benefit of the local community on a voluntary basis, often juggling this with work and family commitments. It is important for all our members and the general public using the centre facilities to be treated with respect. MAV has a zero-tolerance attitude to any form of abuse whether it is physical, verbal or mental, and will take action against anyone who abuses our members.

Our members have the right to do their work in an environment free from this type of behaviour and everything will be done to protect that right. We feel sure you will understand that proper behaviour is absolutely necessary for our members and centre users and that non-observance will not be accepted.

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#### **EXCLUSION CLAUSE**

We are not responsible or liable for:

- Any article brought onto or left at the premises.
- Theft, loss, or damage to any vehicles parked in the car park.

#### **USE OF KITCHEN/CATERING**

A hot water boiler or kettle is available in the kitchen for your use. We currently do not provide catering services. You will need to arrange these yourself if required.

We currently do not provide cutlery and crockery. You will need to arrange these yourself if required. Where catering is carried out during or prior to a hiring, The Hirer shall be responsible for any damage to any equipment provided by Mothers against Violence at the hall and The Hirer shall ensure that all equipment used in connection with The Hiring is, after use, left in a clean and tidy condition. Failure of this may result in part of or all of the damage deposit being retained.



Hirers and their Caterers may use the kitchen facilities at the Hall when pre booked and as outlined in the terms and conditions and under the following conditions: -

- a) On arrival report to Mothers against Violence Operations Staff.
- b) Switch off appliances and clean kitchens after use. Caterers should bring their own cleaning equipment.
- c) Report to Mothers against Violence Operations Manager before leaving the premises for inspection of Kitchen and prior to sign out.
- d) Hirers must ensure that the caterer is clear on these rules, i.e. (a), (b) and (c), as failure to undertake them will automatically make The Hirer responsible for any loss, breakages or cleaning required and they will be charged at a rate Mothers against Violence considers appropriate.
- e) Hirers are required to provide their own crockery, utensils, pots, and other equipment required for catering.
- f) Any equipment brought on to the premises (tablecloths, crockery etc) must be removed before the end of the function and within the hall hire period.
- g) Hirers providing their own free bar or using caterers to provide a free bar must ensure that tables are cleared of all glasses, bottles, cans etc before the end of the function and disposed of within the hall hire time.
- h) A full inspection will be completed within 48 hours of the hire finishing and any issues reported to The Hirer to discuss how they will be resolved before any deposit is returned.

#### **CAREFUL AND CONSIDERATE CAR PARKING**

When you are visiting the community hall by car, please make use of the car park, in the first instance, while space allows. Excess spaces can also be found outside at the back of the hall. When using the car park, cars must only be parked within allocated spaces. You must not park in an area which is not designated as a space, or obstruct any centre exits or gateways. Terms & Conditions of MAV's Hulme Community Hall Hire 11 March 2021 If the car park and overflow parking is full you may need to park on the road. Vehicles should be parked in a considerate manner that will not inconvenience others. You should not obstruct driveways, footpaths, or block access to local roads. You should leave plenty of room for emergency vehicles, such as fire engines and ambulances, to get through.

Please try to avoid parking on the narrower streets surrounding the community hall as parking in these areas causes difficulties for local residents at busier times.

#### **GENERAL.**

- a. At the end of the hire, the main Hall tables and chairs must be replaced in their original positions in a clean condition and chairs stacked. All fire access areas must always remain clear.
- b. Rubbish must be bagged and placed in the Council wheelie bins in the car park. No liquids to be emptied in the bins. During the working day, passes are required to park in the car park. Cars or vans must not be parked in such a way that they block the gated access to the car park.
- c. All events must start at 8am and end by no later than 11pm if not already agreed at time of booking. All property of the user and its agents must be removed before 10.30 pm. Mothers Against Violence may sell and retain the proceeds of any property left after the period of authorised use or store it and charge the user for such storage.
- d. For safety reasons children must never be allowed in the kitchen unsupervised. e. The Hall may not be used for the sale of alcohol. f. Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g., polystyrene, cotton wool etc) to be erected without the consent of Mothers

against Violence. If electrical appliances are brought into the Hall by the user, then the user must ensure that these items have been examined by a competent person and deemed safe and in good order. Such appliances must not be misused and in good working order and used in a safe way. g. If permission is granted by Mothers against Violence for food to be prepared, served, or sold then the user must observe all relevant food health and hygiene legislation.

**AGREEMENT AS CONTRACTUAL ONLY**

The contract between us does not give you any rights of ownership or control over the property or its contents. The Charity reserves the right to change these Terms & Conditions at any time at their discretion. We thank you for your co-operation and hope that you enjoy the use of our Hall. If you have, please tell others; if you have not, please tell us. Mothers Against Violence Executive Committee