



The Box Moor Trust Centre Letting Terms and Conditions

1. DEFINITION OF TERMS

1.1. For the purpose of these conditions the following definitions apply:

The Box Moor Trust Centre Premises – Rooms provided for hire by the Box Moor Trust at the main Trust Centre, London Road, HP1 2RE

Centre Management – Those responsible for managing and administering the Box Moor Trust premises.

Hirer - those individuals or groups requesting use of the premises.

Attendees - This includes the hirer, their employees, their agents, tradesmen, contractors, suppliers and members of general public entering at the invitation, express or implied, of the Hirer or their agents, tradesmen, contractors and suppliers.

2. APPLICATION PROCEDURE

2.1. All applications for use must be sent in on an official application form to the Box Moor Trust administration team.

2.2. The premises shall not be considered as let to the Hirer until it is confirmed in writing by the Trust

2.3. The Hirer must be over the age of 25 years and proof of identity/age may be required.

2.4. The Hirer shall state the purpose for which the premises are hired and shall not sublet. If used for purposes different from that specified, the Box Moor Trust Management reserves the right to terminate the hire at any time without being liable to the Hirer for costs incurred.

2.5. The Hirer must state the specific areas of accommodation required for let. No other areas of the facility will be available unless agreed in writing prior to the booking.

2.6. Where possible, the Hirer should inform the Trust of any accessibility requirements.

2.7. No application for let will be accepted while any payment for any previous hires remains outstanding.

2.8. The Centre Management reserves the right to grant or refuse any application without giving any reason.

3. APPLICATION RESTRICTIONS

3.1. All bookings are subject to the times stated on the form. Hirers must completely vacate the premises at or before the agreed time. Entry will be from the time specified. Late vacation may incur additional charges which will be invoiced to the Hirer after the event.

4. BOOKING IN ADVANCE

4.1. Bookings can be made up to 6 months in advance of the start date of booking. Provisional bookings beyond this period will be subject to confirmation 6 months prior to the event date.

4.2. Provisional bookings will be accepted within this same time scale and will be held for 7 working days. A booking will be confirmed on receipt of a correctly completed

application form. If no confirmation is received after 7 days the booking will be removed from the system.

- 4.3. Advance applications for hiring of a continual/repetitive nature are accepted. Block bookings will be reviewed / renewed on a three-monthly basis.

5. PAYMENT

- 5.1. For bookings of a one-off nature payment must be made in advance - to be received at least 7 days prior to the booking date.
- 5.2. The Box Moor Trust Management reserves the right to bill additional charges as a result of any damage (outlined in Section 7) after the event.
- 5.3. Failure to pay any accounts within the time required will result in no further availability of premises until the account is paid.
- 5.4. Payment terms for block bookings will be agreed at time of booking. A 20% deposit will be required and full payment may be necessary for new hirers.
- 5.5. A bond of £250 where alcohol is served (whether sold or free) will be required. To be paid at least 7 days in advance of booking date, returnable after inspection.
- 5.6. The Trust reserves the right to request a bond for other private functions, returnable after inspection.
- 5.7. For preordered lunches, booked through the Trust, payment in advance is required. Cancellations or amendments must be made 5 working days in advance of the booking date. Failure to adhere to this timescale will result in full payment being due.

6. CANCELLATION

- 6.1. The Centre facilities are used for public ceremonies and activities which are not always possible to book well in advance (e.g. Trust events, funerals, polling days). The Centre management reserves the right to cancel a let without being liable for compensation in the unusual event of premises being required for such purposes. In such cases every effort will be made to give as much warning as possible, which will usually be at least 5 working days. Centre Management will help to find an alternative suitable venue or time for the hire.
- 6.2. Notification of Hirer's intention to cancel a let must be made in writing. In such circumstances the following charges are payable by the Hirer at the discretion of the Centre Management:
- (i) More than 14 days – No charge although any deposits taken will not be refunded
 - (ii) Less than 14 days in advance – 50% of hire charge
 - (iii) Less than 48 hours – 100% of hire charge.
- 6.3. The Centre Management reserves the right to cancel a let without being liable for compensation in the event that the UK Government requires the Trust Centre to close to visitors in the case of a pandemic.

7. LOSS, INJURY OR DAMAGE

- 7.1. The Hirer is responsible for any loss, damage or breakages which will be charged at full replacement cost. The Trust has no responsibility for loss, damage or theft during the let from either the Centre or vehicles parked in the car park.
- 7.2. The Centre accepts no responsibility if premises prove unsuitable for intended use.
- 7.3. The Hirer indemnifies the Centre against any loss or damage.

8. LAYOUT & CAPACITY

- 8.1. The Trust is responsible for setting up the facilities to the hirer's desired layout. Seating and table layouts are subject to fire and safety regulations, therefore significant alterations should not be made to room layouts without consent from Box Moor Trust management. Each room has maximum numbers depending on the room layout and on no account should these figures be exceeded – please see booking information.
- 8.2. The Hirer will adhere to the capacities of the facilities hired. Details of capacities can be found in the appendices along with evacuation procedures. Failure to comply may result in the termination of the let at any time.

9. HEALTH AND SAFETY

- 9.1. Brought in electrical equipment must have a valid portable appliance test label.
- 9.2. The Hirer is responsible for ensuring that all gangways and entrances/exits are kept clear. Exit signs must not be covered.
- 9.3. The Hirer is responsible for ensuring all attendees for their hire are aware of Fire Regulations and how to vacate the premises safely. The Hirer shall also comply with the Box Moor Trust's health and safety policy.
- 9.4. No explosives, highly flammable spirits or liquid gas containers shall be brought in; no naked lights are allowed.
- 9.5. No chemicals will be allowed in without prior approval.
- 9.6. Accidents/dangerous situations must be reported to the Box Moor Trust management (within 24 hours of the incident) and an accident report form completed.
- 9.7. The hirer is responsible for providing any first aid required for users of their activity during their period of hire. This includes the provision of appropriately trained first aiders. However, the Trust will ensure a fully stocked first aid box is available for use by the Hirer if required.
- 9.8. The Hirer must not allow any of its visitors to trespass in other parts of the building or out buildings, or interfere with Trust vehicles or equipment on the premises, not subject to their Hire agreement.

10. PROPERTY/EQUIPMENT

- 10.1. Hire is for the use of premises only. Any use of equipment owned by the Trust must be approved on confirmation of hire.
- 10.2. Any additional equipment brought in by the Hirer must be approved in advance by Centre Management.
- 10.3. All other property brought in must be removed at the end of the hiring. If not, additional charges may be made to cover removal costs.
- 10.4. The Hirer or attendees must not interfere with electrical fixtures and fittings. No extension may be made from existing electrical fittings (without consent).
- 10.5. The premises should be left clean and tidy, in the same layout and condition as found. Rubbish removed (if applicable), windows and doors shut and locked (as appropriate); lights turned out. Failure may result in additional charges being applied.

11. NOTICE/DISPLAY BOARDS



- 11.1. The use of notice/display boards is only allowed by prior arrangement.
- 11.2. Nothing may be fixed to any internal or external doors, walls and windows within any area of the Trust Centre.
- 11.3
- 11.4 Blu Tack is not permitted.

12. OPENING AND CLOSING THE CENTRE, SUPERVISION

- 12.1. The Centre will be opened for your hiring by the Centre Management and will be closed for you at the time you have indicated.
- 12.2. Please ensure any outside staff or caterers are aware of the hire period and that they will not be able to enter before the start and must leave the premises by the end of the hire period.
- 12.3. The Hirer and all guests are expected to vacate the Premises within fifteen minutes of the end of the hire period. Failure to do this will result in additional charges or in the forfeiture of your deposit.
- 12.4. The Hirer or person in charge of an activity shall not be under 25 years of age and shall be on the premises for the entire period of hire.
- 12.5. The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric, contents, and behaviour of all persons using the premises.
- 12.6. The Hirer is responsible for the provision of stewards and staff for the maintenance of good order if appropriate.

13. SMOKING

- 13.1. The Trust Centre operates a strict 'No Smoking' policy within all buildings and the courtyard which the Hirer must adhere at all times.
- 13.2. The Hirer shall ensure that anyone wishing to smoke does so outside of the building at the designated smoking area and disposes of cigarette butts in a tidy and responsible manner, in the cigarette bin provided, so as not to cause a fire or health hazard. The designated smoking area is accessed by going out of the main front door, turning left.

14. ANIMALS

- 14.1. The Hirer will ensure that no animals except service dogs are brought into the premises.

15. INSURANCE

- 15.1. The Box Moor Trust cannot be held responsible for the specific activities that hirers put on in any of its hired rooms. Hirers are required to have £5 million public liability cover in place to cover the hire. The Trust reserves the right to request to see proof of adequate public liability cover.
- 15.2. The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the car park, curtilage, or contents of the premises.
- 15.3. For certain private functions the Trusts own PLI may provide adequate cover. If this may apply to a Hirers booking, this must be highlighted during application.

16. LICENSING

- 16.1. No alcoholic liquor may be consumed on the Trust premises without the express permission of the Box Moor Trust management. All requests for permission to SELL alcoholic liquor during a booking must be notified at the same time of the booking.
- 16.2. If alcohol is to be SOLD then the hirer must obtain a “Temporary Event Notice (TEN)” to the appropriate authorities (Dacorum Borough Council) a minimum of 10 days before the event and a copy given to the Centre Management when the bond is paid.
- 16.3. The Hirer will comply with the current licensing laws in every respect in relation to the booking, ensuring that nothing is done on or in relation to the facilities in contravention of the law relating to gaming, betting and lotteries.
- 16.4. The Trust reserves the right at any time to withdraw permission for a bar and to lay down any further conditions.
- 16.5. The Hirer is responsible for complying with Performing Rights Society regulations and supply relevant information to the Centre.
- 16.7. The Hirer will obtain licenses from the Phonographic Performances Ltd in respect of use.
- 16.8. The facilities must not be used after 11 pm.
- 16.9. The Hirer shall indemnify against failure to observe the rules set out in section 16.
- 16.10 The Hirer is prohibited from watching, streaming or recording TV on the Trust premises.

17. FOOD SAFETY

- 17.1. The Hirer must comply with the Food Safety Act 1990 and other relevant food safety legislation.
- 17.2. It is the Hirer’s responsibility to familiarise themselves with the facilities available and to ensure that they are adequate.
- 17.3. The Hirer is required to remove all reasonable waste from the facility and where necessary make special arrangements for its removal by a licensed contractor.

18. CHILDREN

- 18.1. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children’s Act 1989 as amended and that only those authorised persons (who have passed appropriate Disclosure and Barring Service (DBS) checks) have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

19. GENERAL

- 19.1. Centre management shall have access to all parts of the facility at all times during the booking.
- 19.2. Advice and instructions from Centre management must be strictly adhered to at all times during the booking.
- 19.3. Box Moor Trust management has the right to suspend or take action at its discretion on any matter which, in the opinion of the Centre management, does not comply with the terms of these conditions, or which they consider necessary in the interests of safety and good order.

- 19.4. The hirer must only use rooms and facilities as agreed at the time of booking. It is the responsibility of the hirer to ensure that individuals from their activity are not allowed to trespass into other parts of the building for which a booking has not been made.
- 19.5. If money for entry tickets is expected to change hands, it is important that the applicant indicates this clearly on the application form. The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales.
- 19.6. Car parking is available at the Centre but is limited and we encourage car sharing where possible. Cars must not be parked so as to cause an obstruction at the entrance to or exits and a route must be left clear at all times.
- 19.7. Hirers are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses or properties.
- 19.8. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

20. AMENDMENTS TO CONDITIONS

- 20.1. The Centre management reserves the right to amend these conditions of let at any time.