**Community Rates - Terms & Conditions**

These conditions provide the guidelines for the hirer of The Albemarle Ltd (hereinafter “Albemarle”) facilities. All conditions apply unless separate agreement is sought and agreed with the General Manager or representative.

**1.0 Hirer**

1.1 The person, persons or organisation making the application for the hire of facilities from Albemarle is deemed to be the hirer throughout these conditions.

**2.0 Application**

2.1 Confirmation of hire is made by the completion and submission of the booking form.

2.2 For Clubs/Teachers & Instructors hiring the facilities may be required to produce copies of their Public Liability Insurance if deemed necessary.

**3.0 Payment**

3.1 Payment for the hire period will be invoiced at the end of each week.

3.2 Payment can be made by cash at the Albemarle (please present the invoice with payment), by post to the Finance Department or by BACS. Cheques should be made payable to “The Albemarle Ltd”

3.3 Settlement of invoice should be within 30 days of date issued. Late payments will incur additional interest charges at BoE Base rate plus 8%.

3.4 On top of the interest charge, recovery compensation is fixed within the late payment legislation at £40.00 for debts up to £999.99, 70.00 for debts £1,000 to £9,999.99 and £100.00 for £10,000+

**4.0 Cancellation**

4.1 Should the hirer cancel a booking with less than 14 days notice the hirer shall be liable to pay 80% of the hire fee.

4.2 Between 15 and 21 days this amount will be 65%, 22 to 28 days notice is 50% and 29 days or more incurs no charge.

4.3 In the event of the facilities being re-let, the fee will be refunded minus a £5.00 administration fee. Hire fees for cancellations up to 7 days prior to the booking date may be adjusted or waived; this is at the discretion of Albemarle.

4.4 Albemarle reserves the right to:

4.4.1 Refuse a hire without giving reason for such a refusal.

4.4.2 Close or prohibit use of facilities at any time. Payments in respect of a cancellation in accordance with this condition will be refunded. Albemarle will not be liable for any other expenditure incurred, or loss sustained directly or indirectly arising from the cancellation.

**5.0 Public safety**

5.1 Hirers working with children/vulnerable adults who use their own staff require Disclosure Barring Service checks to be in place. The hirer or agent must be present on the premises at all times such provision is being conducted.

**6.0 Conduct and Control**

6.1 Anyone under the influence of drink or drugs or behaving disorderly will be expelled from the building.

6.2 The hirer will co-operate with Albemarle staff in all matters of public safety and public control.

**7.0 Albemarle Staff**

7.1 Albemarle employees are at all times entitled to have access to all areas for any purpose during hire periods.

7.2 The hirer shall comply with all reasonable requests of Albemarle employees during the hire.

**8.0 Dogs & Other Animals**

8.1 No dogs or other animals are allowed into the building without prior permission. Attendance dogs are permitted.

**9.0 Times**

9.1 The event for which the facilities are hired shall commence at and finish at the time agreed as stated on the booking form. This includes entry and exit to and from the facilities.

**10.0 Damages**

10.1 The hirer shall be responsible for and pay to Albemarle on demand, the amount of any damage done to that part of the facilities being used by the hirer or the organisation they represent. The hirer shall have the right to an independent assessment of the amount of such damage.

**11.0 Liability**

11.1 Albemarle, it’s Trustees, Senior Management and staff will not, under any circumstances accept responsibility or liability:

11.1.1 For any damage or loss of any property or articles placed or left within the entirety of the facilities.

11.2.1 For any accident or injury suffered by any participant or person using the facilities in the course of or arising from the use of the facilities by the hirer of the organisation they represent.

**12.0 Photographs, broadcasting or television**

12.1 There is no sound, television broadcasting or filming rights without prior consent. If given, Albemarle reserves the right to be party to any negotiations and to terms and conditions of any agreement reached and to share any income and publicity derived thereof.

12.2 Use of photographic, video or sound recording equipment is not permitted without prior consent of Albemarle.

**13.0 Catering & Waste Removal**

13.1 Hirers are required to remove and dispose off-site any food or drink packaging or waste that they bring onto the premises if not using in-house catering.

13.2 In the event of excess waste, Albemarle reserves the right to charge a discretionary rate for time and cost of disposal.