

TERMS AND CONDITIONS for hiring The Chellington Centre (updated 05.06.2024)**1) DEFINITIONS USED IN THE AGREEMENT**

- i) "The Chellington Centre" ("TCC") is a Charitable Association incorporated under the Companies Acts 1948 to 1980, whose registered office is: The Chellington Centre, St Nicholas Church, Felmersham Road, Carlton Bedford. Bedfordshire. MK43 7NA. Company number 08794342, Charity Number 1156511. TCC are responsible for the management of the Chellington Centre.
- ii) The "HIRER" is defined as the person who completes the booking form on behalf of any group, company or organisation and who subsequently may decide to enter into an "AGREEMENT" or a "CONFIRMED BOOKING" between the HIRER and TCC.
- iii) The process of a booking: this is made via <https://www.chellington.org/booking>, or via other TCC licensed third party websites. Initially a "PENDING" booking, is an enquiry, a "RESERVED" booking is then TCC holding the enquiry dates for a limited length of time, usually 5 days, giving the enquirer time to decide if they wish the booking is to go ahead, and then only when an appropriate payment has been made AND the prospective Hirer has received by email from TCC, stating a "DEPOSIT" or a full payment "PAID" has been received, is the status of an enquiry now confirmed as a CONFIRMED BOOKING (see also 4.ii).
- iv) A "YOUTH" booking is defined as an exclusive use booking for a group such as a registered school, college, university or youth charity group, religious youth group, youth voluntary group or youth community group. These groups enjoy lower prices and wider access to TCC diary. If you think you might qualify as a Youth Group but do not fit into this definition, please contact TCC to discuss.
- v) A "FAMILY/FRIENDS" booking is defined as an exclusive use standard booking for a group and includes all other groups other than 1/iv and 1/vi. If you think you might qualify as a YOUTH booking but do not fit into the definition above, please contact TCC to discuss.
- vi) A "WEDDING/EVENT" booking is defined as an exclusive use booking for a group with an event with extras not available to standard bookings.
- vii) "CAMPING" is available as an optional extra for YOUTH bookings. Please contact TCC to discuss.
- viii) A "booking delivery date" is the day when the Hirer commences use of the Centre for the relevant dates as stated in the booking invoice.

2) DURATION OF EXCLUSIVE USE HIRE

- i) The standard booking duration is usually from 5pm on day of arrival until midday on day of departure. The standard non-residential booking duration is usually from 8am until 4pm. An early arrival and/or a later departure time are subject to Centre availability and TCC's discretion and an additional charge will usually apply.

3) GROUP NUMBERS

- i) A standard OVERNIGHT booking includes exclusive use for up to 36 overnight guests on a self-catering basis (unless otherwise stated on your invoice).
- ii) A standard DAY booking includes exclusive use for up to 36 guests on a self-catering basis.
- iii) EXTRAS: There are a variety of extras the Hirer may add at the time of completing the online Booking Form or subsequently up to 2 weeks prior to the booking delivery date.
- iv) DAY GUESTS: For any further guest numbers, for any overnight or day booking, over a total of 36 and up to a maximum of 120, the Hirer must contact TCC in writing two weeks ahead of the Booking delivery dates and TCC must agree in writing for which further charges will apply.
- v) A WEDDING/EVENT booking includes exclusive use for up to 120 guests on a self-catering basis. We recommend a maximum of 64 for seated dining. Please contact TCC to discuss any specific requirements. Overnight accommodation for Wedding/Event guests can be booked as a Wedding/Event Extra.
- vi) A CAMPING booking, as part of a YOUTH booking, can accommodate on-site camping for an additional 30.

4) SECURING A BOOKING

- i) To make an enquiry for any dates, the potential hirer should complete an online booking on our website: <https://www.chellington.org/booking>. The enquirer will receive an automated email advising that a PENDING enquiry has been received, no payment is requested or possible at this stage.
- ii) A TCC administrator will reply within two working days to the PENDING enquiry advising if this is accepted or not. If accepted, TCC will send a RESERVED email and will hold the requested dates for 5 working days.
- iii) To secure any booking, the potential hirer should make the appropriate BACS or cheque deposit payment (20% of the total booking value or £200 for bookings less than £1,000). Please note, if no payment is received within the 5-working-day period, TCC may cancel the RESERVED enquiry.
- iv) A 100% payment is required if the booking delivery date is less than 8 weeks from the RESERVED enquiry date.
- v) Once a deposit or full payment has been received, TCC will notify the potential hirer by email and the status of the booking will change to DEPOSIT or PAID. All balancing payments are due at least 8 weeks prior to the booking delivery date. A reminder is usually sent to the email address supplied 9 weeks prior to the booking delivery date.

5) PAYMENTS

- i) A DEPOSIT booking payment is non-refundable and non-transferable.
- ii) An additional SECURITY DEPOSIT of £500 is required for Weddings and Special Event Bookings against damage, unreasonable use or late exit (if not agreed in advance). Provided no additional costs have been incurred, the SECURITY DEPOSIT will be refunded after the event.

- iii) A booking and associated payment made within 8 weeks prior to the booking delivery date is non-refundable and non-transferable.
- iv) All payments (including VAT if applicable) should be made in one of the following ways (when paying always quote the booking/invoice reference number we have supplied):
By BACS: "The Chellington Centre": Account number: 40071749 Sort code: 20-45-77
By Cheque: made payable to 'The Chellington Centre' (please note: a delayed payment, such as with a postal cheque, or in the event of the cheque not clearing, may result in the RESERVED enquiry being cancelled).
- v) Extras can be added to a CONFIRMED BOOKING before the booking delivery date (subject to availability).
- vi) Unexpected additional equipment/services requested by the Hirer, either on the booking delivery date or during the duration of the hire, will be charged at rates published on TCC website, provided they have been agreed with TCC staff. A suitable credit/debit card payment will be required at the time of request.

6) CANCELLATIONS

- i) If the Hirer wishes to cancel a CONFIRMED BOOKING they must do so by email to: admin@chellington.org at least 8 weeks ahead of the first day of any booking delivery date to avoid a 100% charge.
- ii) If the Hirer wishes to cancel or move a confirmed booking outside of 8 weeks prior to the booking delivery date, the Hirer will automatically forfeit any deposit paid.
- iii) If the Hirer wishes to cancel or move a confirmed booking within 8 weeks prior to the booking delivery date, the Hirer will automatically be liable for 100% of total hire cost. We will normally try and re-sell any dates advised on behalf of the Hirer, and, where possible, refund any balance paid, minus any DEPOSIT and any reasonable administration or commission costs incurred and minus any discounts necessary to re-let.
- iv) All deposits are non-refundable unless, due to Covid-19 restrictions either in a government lockdown or under a government restriction of numbers, the Hirer or TCC are unable to deliver what was booked. TCC will seek to work with the Hirer to re-book at a time or failing this, refund the deposit.

7) INSURANCE COVER

- i) TCC's Insurance Policy includes £10 million Public Liability Insurance and Employers Liability for its legal liability to third parties that arise from TCC's negligence. It also includes £5 million Hirers' Liability Insurance Cover for charitable organisations, voluntary organisations, not for-profit groups and individuals using the Centre.
- ii) If the Hirer is a commercial organisation using the premises for business activities, the Hirer should have Public Liability cover of at least £5 million in place for the duration of their stay, for their own protection against the group's own possible negligence. The Hirer is required to provide TCC with written evidence of suitable insurance cover (group name/organisation insured, a policy number, name of insurer, and the renewal date) at least 14 days in advance of their Booking Delivery Date.
- iii) All Hirers should ensure they have read the [Hirers' Liability Summary of Cover](#) to make sure the cover meets their needs. The Summary contains all the terms, conditions, exclusions and special requirements that Hirers need to comply with. Key points to note: Hirers' Public Liability Extension is provided in respect of use of the Centre only and does not extend to Hirers' activities at any other location; Hirers' Liability Cover would provide bodily injury cover but not to employees of the Hirer.
The Summary provides a guide to: what TCC and the Hirer needs to do in the event of a claim, the cover, limits and significant exclusions of the policy extension, the special requirements that the hirer must comply with, and Ansvar's complaints procedure.
- iv) No responsibility is accepted by TCC for loss of, or damage to any property or vehicles which the Hirer has brought onto TCC premises or parked on property or public roads nearby.
- v) Force Majeure: TCC shall not be liable for any failure to perform any obligation or alterations and cancellations due to any cause beyond the TCC's reasonable control including but not limited to; strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic (known or unknown), outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with this booking.

8) HEALTH AND SAFETY CONDITIONS

- i) The Hirer agrees to comply with TCC's On-site Procedures document and our Risk Assessment (both can be found in the Leaders' Folder at reception. In brief and not exhaustive, this covers:
- ii) Fires: Fires are only to be lit within the designated barbeque and campfire circle.
- iii) Smoking: The Centre is a non-smoking building and TCC only allow adults to smoke at the clearly signposted designated smoking area, this includes the use of e-cigarettes.
- iv) Alcohol: TCC expects all alcoholic consumption to be reasonable and responsible (see also section 11). Some areas of the site TCC do not allow alcohol or glass.
- v) Fire and Emergency Activations: the Hirer will be charged for any costs incurred by TCC such as call-outs or resetting fees, and any reasonable administration charges resultant from an issue, as a result of any unreasonable, malicious or criminal behaviour by the Hirer or the Hirer's guests, or by introducing equipment by the Hirer or the Hirer's guests, considered by the alarm servicing company or any emergency personnel called to attend a suspected emergency, likely to be the cause of any non-emergency fire/intruder activations.
- vi) Music (and noise): TCC allows live, recorded, amplified music, indoors from 9am to 11pm and outdoors from 9am to 10pm, to a reasonable sound level (decided by TCC staff if there is any dispute).
- vii) Waste, recycling and litter: the Hirer is responsible for all recycling/non-recyclable waste, litter, cigarette ends, etc to deposit in the appropriate wheelie bins on site. TCC always makes reasonable facility for reasonable Hirer needs.
- viii) TCC strongly discourages the use of single use plastic cutlery, plates (paper or otherwise) or drinking vessels.
- ix) At the end of each booking, any single-use plastics (see 8.vii), along with waste that is unreasonably excessive (such as extensive food waste or packaging or waste that has not been reasonably sorted into recycled/non-recycled) decided by

TCC staff if there is any dispute), must be removed from site completely by the Hirer before the agreed exit time. TCC reserves the right to make a charge of £50 per half hour to the Hirer if TCC are required to sort out any significant misuse of our waste resources, including mixed waste bags left on site, and any subsequent reasonable charges TCC may incur to manage or remove this waste.

- x) TCC does not recycle glass on the Hirer's behalf, so we recommend the Hirer does not bring bottles etc and if this is unavoidable, please note the Hirer has responsibility to take this away.

9) WHAT IS NOT ALLOWED

- i) The Hirer will not use indoor or outdoor fireworks, smoke machines of any kind, lamps, oil lamps, or bottled gas (indoors or outdoors) or candles.
- ii) The Hirer will not screw any fixings or apply any sticky tape or other adhesive materials to the painted surfaces or floors.
- iii) The Hirer will not allow oils, paints or powders, liquids (including red wine, coffee etc) liable to discolour or stain to come into contact with the limestone floor, carpeted areas, walls, fabric, brick, monuments or stonework.
- iv) The Hirer will not hang any additional lighting or other drapes, paper or decorations that could restrict an evacuation or be contributory to a fire or tripping hazard.
- v) TCC does not allow the use in any area of metallic or glitter confetti or similar for decorative use etc.
- vi) Animals: TCC does not allow pets or animals inside the Centre (other than guide dogs).
- vii) TCC does not normally accept Bookings from 'Stag' or 'Hen' groups (if you are one of these groups and interested in using the Centre, please call us before making any type of booking to discuss).
- viii) TCC reserve the right to terminate any Booking without notice if the Duty Manager deems the Hirer, or the Hirer's guests, actions or behaviour is unreasonable or has contravened the terms and conditions or anything specifically mentioned in correspondence or any additional procedure related to "Extras", as stated in the arrival Leaders Pack Folder (procedure copies also found on our online web pages <https://www.chellington.org/useful-documents.html>).

10) DOMESTIC CONDITIONS

- i) On arrival and exit: The Hirer will be required to jointly inspect the Centre and site and listen to an Emergency Evacuation briefing with a member of TCC team and countersign, or evidence understanding of, an Inventory and key Agreement before commencement of the Hirer's Booking. Similarly, before the agreed departure time, the Centre and site will be jointly inspected and the Inventory and Evacuation Acceptance form must be counter-signed or evidenced with a member of TCC team and any keys returned.
- ii) The Hirer undertakes to keep the Centre and all furniture, fixtures and fittings in the same good state of repair and condition found at the commencement and returned at end of the booking in a tidy condition. The Hirer is responsible for any kitchen equipment used, to ensure this is washed and stowed and any other equipment used should be stowed or returned to the place where found or indicated; this includes things such as chairs and tables and any "Extras" booked.
- iii) Agreed exit time: TCC reserves the right to make a charge of £50 per half hour to the Hirer due to any extended use of the Centre building or grounds beyond the written and agreed exit time (TCC normally allows 15 minutes grace if necessary).
- iv) Damage and Breakages: TCC reserves the right to invoice the Hirer a charge against any unreasonable use, including to make good any damage, breakages or extra cleaning if the Centre is unreasonably dirty (such as uncleaned kitchen equipment, stains or heavy soiling on carpets, furniture, stone floors, walls or soft furnishings, etc).
- v) Bad Behaviour: TCC reserves the right to terminate any booking without notice if TCC deems the Hirer or their guests behaviour to be sufficiently erratic, unpredictably dangerous, abusive, unreasonably disturbing to our neighbours, or potentially negligent of others' safety, or if any of the additional notes, procedures or agreed actions brought to the Hirer's attention, in these terms and conditions or at arrival/induction, or clearly stated in the Leaders Pack Folder or specifically mentioned in correspondence, have been neglected or contravened.

11) ALCOHOL LICENCE REQUIREMENTS

- i) TCC is only licensed for the consumption of table wine with meals. The Hirer must obtain the written consent of TCC in advance (which may be withheld) for any Booking involving the sale of alcohol or live music. If permission is granted, the Hirer will need to obtain the necessary Event Licence(s) (normally a Temporary Event Licence) and provide copies of the licence to TCC, at least three weeks prior to the booking delivery date. Any costs incurred in securing the relevant licences are the responsibility of the Hirer. If a license is not forthcoming or written evidence is not provided, then TCC reserve the right to refuse the Hirer permission to dispense alcohol. Any provision will be within the times from 1200hours to 2300hours. The Duty Manager has the authority at any time to suspend any dispensing of alcohol at any time without having to give reason.
- ii) The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

12) ADDITIONAL CONDITIONS

- i) The cost of heating, lighting and hot water are included in the price. Additional 'EXTRAS', such as 'full bed linen' are usually available at an extra cost.
- ii) The Centre hire is based on self-catering use, but please ask TCC to discuss any further catering needs. Commercial caterers are welcomed.
- iii) TCC reserve the right to add such further Terms and Conditions as may be deemed reasonably necessary, without notice, so please check TCC website <https://www.chellington.org/us...> for any changes to the Hirer's original version.

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