

# Clean Break Hire Agreement

## Terms and conditions of Hire

Please note: contact details on the day of your hire may, if they take place on weekends or evenings, differ to Clean Break main reception contact details. Our Emergency Contact number is 07436102540.

The building supervisor provided by Clean Break for the duration of your hire is employed by Clean Break to oversee hires, manage the building and ensure health and safety regulations are adhered to. They will not provide administrative or receptionist duties to hirers.

### Definitions

**The Hirer:** the person organising an event and paying for the period of hire.

**The Hirer's Nominated Person:** the person nominated by The Hirer to accept responsibility for overseeing the period of hire. In which case, The Nominated Person will be the signatory of the Hire Agreement.

**The Period of Hire:** the agreed times within which your event takes place.

**The Hired Space:** the agreed room/s within which your event takes place.

### **1. Standard Cancellation**

25% of your booking fee is non refundable in the event of cancellation. Additional cancellation charges will apply as follows:

50% from 14 days or less before the hire commences

75% from 7 days or less before the hire commences

100% from 2 days or less before the hire commences

For rolling hires we must receive 30 days' notice of any amendments to your booking to avoid charges as outlined above.

All cancellations must be in writing to [studios@cleanbreak.org.uk](mailto:studios@cleanbreak.org.uk).

### **2. Payment and Confirmation of the Period of Hire**

- a) All payments must be made within 5 days of booking unless otherwise arranged. If the first date of your booking falls within 5 days of receipt of this email, payment must be made immediately.
- b) All invoices clearly outline payment terms and bank details for payment. However, in the instance that a booking is made at short notice the Hirer is responsible for ensuring payment is made in advance of the hire, even if the invoice has not yet been issued. Clean Break provides 'Payment Instructions' at the point of booking to ensure Hirers pay on time without incurring penalties.
- c) All payments must be made by bank transfer or cheque unless prior arrangement has been made with the Finance Administrator. WE DO NOT ACCEPT CASH PAYMENTS AS THEY ARE DIFFICULT TO TRACE.
- d) Hirers must show proof of any insurance needed to cover their activities, in order to confirm booking.
- e) Clean Break may cancel your hire at any time if these payment terms are not met.

Any queries regarding invoicing should be directed to [finance@cleanbreak.org.uk](mailto:finance@cleanbreak.org.uk).

### **3. Late Payment Charges & Penalties**

For each 30-day period that a payment is overdue the Hirer will incur an administration fee of £5 + VAT, i.e.:

30 days late	£5 + VAT
60 days late	£10 + VAT
90 days late	£15 + VAT (in continuum)

If payments are overdue by more than 90 days Clean Break may be obliged to pursue further legal action.

### **4. Responsibilities of the Hirer or the Hirer's Nominated Person**

- a) All hirers must have the correct insurance for their activities, and must be able to show proof of this on request. Specifically:
  - a. Hirers of the photography studios and/or equipment must have public liability insurance
  - b. Hirers of Clean Break studios as film locations must have public liability insurance
  - c. Hirers of the therapy rooms must have up to date indemnity insurance, and must be able to show proof of training and qualification (or evidence that they are working towards such a qualification) of any therapy they intend to practice in the room.
  - d. Any activities not listed here may still require insurance, and it is the Hirers responsibility to confirm this with Clean Break studios.
- b) Hirers responsible for children under 18 years old or vulnerable adults must provide a chaperone. All members of the Hirer's group, including the chaperones, must be able to show DBS certificates on request
- c) You must ensure you are aware of Health & Safety considerations; e.g. maintaining clear routes for escape in the event of an emergency; care with spillages, broken glass and electrical equipment. The Clean Break Health & Safety policy will be provided on request.
- d) You must report to reception and sign in the iPad on arrival and, at the end of the period of hire, sign out.
- e) You may be asked to provide identification at reception. If so, we will make a copy for our records and return the original documentation to you by the end of the session.
- f) You must ensure that all people attending your event behave considerately towards other people at Clean Break and in the neighbourhood.
- g) You will be liable for any damage done to the premises or the property of Clean Break by any person attending your event. All costs incurred will be charged at the full amount.
- h) You must clear any rubbish and leave the hired space in a clean and orderly condition, including clearing away your own equipment at the end of the allocated hire time each day (even for block bookings), as a courtesy to other hirers who may have booked the space.
- i) In the case of a hire taking place over several days, Hirers may not store any materials in the Studio or elsewhere at Clean Break, unless as per specific agreement. Any storage agreement or exclusive hires may be subject to an additional fee (outlined in contract if applicable). Hirers who are granted permission to store materials with Clean Break, must ensure these are kept in their designated area, otherwise they may be disposed of.
- j) Hire of equipment, photocopying, or use of printers will incur a charge and is to be requested as far in advance of the commencement of the hire period as possible. Clean Break cannot guarantee that the equipment listed online will be available on the day
- k) Clean Break cannot guarantee a silent studio space. You must inform with Clean Break as far in advance as possible if this is something you require.

### **5. Food and Drinks**

- a) Any food brought on to the premises may be consumed in the dining room or garden area only. Food is not allowed to be eaten in the studios.
- b) Use of the kitchen is restricted unless prior arrangements have been made to include use of the kitchen for an agreed fee.
- c) Drinks other than water must be consumed in the dining room or garden area only, with the exception of hires in Studio 3, during weekdays between 9.30am-5.30pm. Water may be consumed in the Studios at any time.

#### **6. Alcohol**

- a) No alcohol can be brought on to the premises or consumed on the premises at any time.
- b) If a Hirer is found to have alcohol on the premises the hire will be terminated with immediate effect without refund.

#### **7. Music and Volume of Sound from any source**

- a) Amplified music is allowed only by previous agreement.
- b) Acceptability of any volume of sound from any source is at the discretion of the Building Receptionist.
- c) Music must end by 10pm.

#### **8. Performing Rights**

The hirer is responsible for copyright and performing rights of any material performed or reproduced in any way, and shall indemnify Clean Break against any breach of copyright laws and performance rights.

#### **9. Filming and Photography**

- a) Filming, photographing and recording may occur exclusively within the hired studio space, and may not include any further parts of the interior or exterior of the building, including the garden without prior consent. No photographing or filming of any material that bears the Clean Break logo or visually refers to Clean Break's name in any way will be allowed.
- b) Unless by prior agreement, the hirer shall not be entitled to refer to the Property by its true name in any audio recording.

#### **10. Right of Access**

- a) Clean Break reserves the right at all times to access any part of the Studios.
- b) Access to the hirer is limited to the time they have booked. This includes time for set up and clear up. Continued use of the hired space beyond the period of hire will incur a minimum charge of one hour at the room's hire price.
- c) Hirers are not allowed onto the premises more than 15 minutes before the start of the hire.
- d) Hirers must recognise and respect the garden and the dining room space as communal spaces to be shared with other people and groups at Clean Break and will not be allowed to use either as a space for exclusive use.

## **11. Termination**

Clean Break reserves the right to terminate any period of hire without notice, in the case of:

- a) Failure to meet terms of payment
- b) Exceeding the maximum number of people allowed in the hired space.
- c) Unacceptable noise levels.
- d) Inaccurate information being supplied to Clean Break.
- e) Infringement of the General Terms and Conditions of hire.

## **12. Miscellaneous**

Any modification, variation, amendment or addition to this Agreement must be in writing and signed by a duly authorised representative of each of the Parties.