

# BOOKING AGREEMENT

Trinity Buildings, Dover Street, Ryde, Isle of Wight, PO33 2BN



- |   |  |
|---|--|
| <input type="checkbox"/> Community Hall - £11 per/hr              | <input type="checkbox"/> Main Church / Large Hall - £25 per/hr       |
| <input type="checkbox"/> Undercroft & Community Hall - £22 per/hr | <input type="checkbox"/> Named post box - £11 per/month              |
| <input type="checkbox"/> Commercial Kitchen - £11 per/hr          | <input type="checkbox"/> Pure Ground Community Café - £11 per/hr     |
| <input type="checkbox"/> Small Meeting Room - £11 per/hr          | <input type="checkbox"/> Rent a Desk for a Day - £11 or 5 days - £44 |
| <input type="checkbox"/> Rehearsal Space - £11 per/hr             | <input type="checkbox"/> Skittles Alley - £11 per/hr                 |

Date Required

Time From

Time Until

Purpose of Use

- Clean the room yourself after use and dispose of rubbish  
 Or pay cleaning surcharge of £11 per hour required

Total hours/days

X price above

= Agreed Total Fee

To confirm your booking please complete & return booking form with £50 Refundable damage deposit (cash or cheque) *Cheques should be made payable to 'isyou initiatives cic'*

**Total fee payable should be paid minimum of 2 days prior to event date or by invoice only by agreement – key codes & other instructions will then be given**

Hirers details

Name of responsible person

Organisation name

Address

Telephone Number

E-mail

*The individual &/or organisation detailed above accept the definitions, terms & conditions of hire as set out in this document.*

SIGNED by or on behalf of you

Date

OFFICE USE	Yes	No	N/A	E-Prov booking E-Conf booking Deposit rec Payment rec Deposit returned
Copy of hirers liability insurance if applicable				
Copy of hirers child protection policy if applicable				
Key codes & instructions given				

## PREMISES TERMS & CONDITIONS OF HIRE

1. Aspire Ryde is operated by 'Isyou Initiatives community interest company'. Our terms of business as explained here, apply to the agreement you have signed, which we refer to as "your agreement". This supersedes any previous agreement you may have had with us & contains all the terms agreed. If you are uncertain about any part of our offer or have any queries please ask. All facilities are our resources & are therefore to be hired in line with our Vision, Mission & Values.
2. We will hold a provisional booking without obligation, but all confirmed bookings must be in writing on the booking form provided & a £50.00 deposit paid. The person signing this form will be considered the hirer. Where an organisation is named in the application the organisation will also be considered the hirer & shall be jointly & severally liable with the person who signs this form.
3. Key codes must be collected from the Project Office in advance of the booking date. Please contact us to make arrangements.
4. For the duration of the hiring you will be responsible for supervision & care of the premises & its contents, including fixtures, fittings.
5. At the end of the hire the building must be securely locked unless directed otherwise by our representative. If you are not paying cleaning surcharge you are responsible for leaving the premises & surrounds in a clean & tidy condition. All rubbish must be removed & everything returned to its original position. Should this not be complied with we reserve the right to make an additional charge. Any damage must be reported. If you leave any of your own property it is at your own risk.
6. In the event that the hiring involves the attendance of anyone under the age of 18 without their parents, you confirm that there will be in place an appropriate Child Protection Procedure. You agree to ensure that all adults present on the premises are aware of this Procedure, abide by it & where necessary, appropriate Criminal Records Bureau checks have been carried out.
7. You shall not use the premises for any purposes other than described in the Hiring Agreement, sub-hire, allow the premises to be used in any unlawful way, or bring on to the premises anything that may endanger the facilities or our insurance policies.
8. The entire premises & grounds are a No Smoking Zone.
9. You are to ensure that all noise is kept to a level such that neighbours of the premises are not unduly disturbed & terminate all loud noise by 11pm.
10. You shall comply with all regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrate's Court or otherwise, particularly in connection with any event that includes public entertainment & shall ensure that such events do not involve the infringement of any copyrights or performing rights. The sale or consumption of alcohol will require written notice and the appropriate licence being obtained. We undertake our own facility based risk assessments; it is your duty to undertake activity risk assessments and arrange insurance for your belongings and liability insurance for third parties.
11. The number of guests admitted shall not exceed the number specified on the booking form.
12. In anticipation of an emergency it is your responsibility to ensure that your guests know fire evacuation procedures, the location of first aid kits, telephones, & building contact details.
13. You shall indemnify us for the cost of repair of any damage done, which occurs as a result of the hiring.
14. It is your responsibility to ensure that any equipment you supply does not overload or damage our power supply & circuitry. Your equipment must have undergone P.A.T.
15. If you wish to cancel the booking before the date of the event & we are unable to conclude a replacement booking, the question of payment or repayment is at the discretion of our directors.
16. We reserve the right to cancel this hiring without notice if there are safety concerns or due to unforeseen circumstances. In this case you will be entitled to a refund of any deposit paid but isyou initiatives are not be liable to you for any resulting loss or damage. If you have a regular booking we reserve the right to vary or cancel such arrangements. This right will not be unreasonably enforced.

17. You shall allow any of our authorised officers access to any part of the premises at all times during the hiring.
18. We provide you with the number of desks you have agreed to use in the business centre. You have a non-exclusive right of access & use of the space in which these desks are located. We will always try to provide the same space but may have to allocate different desks or rooms at times. You are not permitted to sublet the desk or any of our services.
19. You must only use the business space for office purposes, & only as agreed with us. Office use of a retail nature, involving frequent visits by members of the public, is not permitted. You must not solicit our clients either directly or indirectly.
20. You may use up to two computers & one printer. Mobile/PDA charging is allowed. Computers & printers must be shutdown overnight & on weekends. Office lights must be turned off at the end of the day. If you are deemed to be using an unreasonable amount of electricity we reserve the right to charge an additional fee.
21. If at the start of your agreement we can't provide the accommodation stated in your agreement we have no liability for any loss or damages but you may cancel the agreement without penalty.
22. We are not liable for any loss as a result of our failure to provide a service due to mechanical breakdown, internet outage, strike, delay, failure of staff, termination of our interest in the building or otherwise. We will not in any circumstances have liability for loss of business, profits, anticipated savings, damage to data or equipment, third party claims or any consequential loss. We strongly advise you to insure against all such potential loss, damage expense or liability.
23. In the course of our provision of Internet services, you will not nor cause us to, infringe the rights of any third party. You will not use the Internet connection to host, spam, access inappropriate adult material, or conduct illegal activities.
24. Either of us can terminate the agreement by giving at least one-month notice. The notice to leave must be received via email to [info@isyu.org.uk](mailto:info@isyu.org.uk) or by letter to Heath Monaghan, Aspire, Trinity Buildings, Dover Street, Ryde, Isle of Wight, PO33 2JP. You must pay to the end of your notice period even if you physically exit before that date. Any postal mail we receive for you at the end of your contract will be returned to sender, unless you are using our mail address/forwarding service.
25. We may put an end to your agreement immediately by giving you notice if you become insolvent, go into liquidation, become unable to pay your debts as they fall due, you breach of one of your obligations which cannot be put right or has not been put right within seven days of notice, your conduct, or that of someone you have invited to the business centre is incompatible with ordinary office use, or we cease to have any interest in or right to occupy the business centre.
26. If we put an end to the agreement for any of these reasons it does not put an end to any outstanding obligations you may have & you must pay for additional services you have used, & indemnify us against all reasonable & proper costs & losses we incur as a result of the termination.
27. Charges can be increased at our discretion providing one month's notice. An invoice will be issued on or the next working day after the 1<sup>st</sup> of each calendar month. All fees are payable in respect of the services to be provided during the previous month in full.
28. If your payment is received after the invoice due date, we reserve the right to charge a fixed late payment fee of £40. Interest is additionally payable at 3% per week or part of delayed payment. This is stipulated in The Late Payment of Commercial Debt (Interest) Act (1988) amended in 2002.
29. If you pay late 3 times we reserve the right to serve 7 days notice for you to vacate the office & terminate your contract. If you dispute any part of an invoice you must pay the amount not in dispute by the due date.
30. A volunteer manager will manage the kitchen & be responsible for ensuring that it is a safe, hygienic space to work, in line with current Health & Safety regulations.
31. Use of the kitchen for Aspire Community or fundraising projects must be booked but are not chargeable.