

TERMS AND CONDITIONS for exclusive hire of The Chellington Centre (updated 29.04.2025)

1. DEFINITIONS USED IN THE AGREEMENT

- 1.1. "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.
- 1.2. "Buildings" are the main church building and the Herald Building on Site
- 1.3. "Site" is the Buildings and grounds on The Chellington Centre premises
- 1.4. "TCC Staff" means staff employed by TCC to manage the Site and support groups in the lead up to and during their stay.
- 1.5. "Duty Manager" is the member of TCC Staff named on the Hirer/Group Leader's Agreement who will be on-call for the Group Leader outside office hours (Mon-Fri 9:30-4:30) for the duration of the Hire Period.
- 1.6. "Hirer" is the person who acts as the main contact on behalf of any group, company or organisation and arranges payment to secure a Booking, thereby agreeing to these terms and conditions.
- 1.7. **"Group Leader"** is the person, over 21 years of age, nominated by the Hirer to take overall responsibility on Site for the duration of the Hire Period. This may be the same person as the Hirer.
- 1.8. "Group Members" are individuals staying at or visiting the Site under the responsibility of the Group Leader.
- 1.9. "Day Guests" are individuals visiting the Site for the day under the responsibility of the Group Leader, not staying overnight.
- 1.10. "Hire Period" is the period for which the Hirer has contracted exclusive use of The Chellington Centre Site as stated on the Booking invoice.
- 1.11. A "Pending Enquiry" is a booking request or enquiry received via https://www.chellington.org/booking, other TCC licensed third party websites, by email or over the telephone.
- 1.12. A "Reserved Booking" is a booking verified by TCC whereby TCC will hold any provisional dates requested by the Hirer for a limited length of time, usually 5 working days, giving the potential Hirer time to decide if they wish to proceed with the booking
- 1.13. A "Booking" is a where the Hirer has made the appropriate deposit payment to secure the booking and the Hirer has received a DEPOSIT invoice email confirmation from TCC or where full payment has been received by TCC and the Hirer has received a PAID invoice email confirmation from TCC.
- 1.14. An "Overnight Booking" is a standard Booking for exclusive use of the Site for up to 36 overnight guests on a self-catering basis from 5pm on day of arrival until midday on day of departure.
- 1.15. A "Day Booking" is a standard Booking for exclusive use of the Site for up to 36 guests on a self-catering basis from 8am until 4pm.
- 1.16. "School/Youth Group" is a group serving young people 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 priority access to TCC diary. Please contact TCC if you think you might qualify as a youth group but do not fit the description above.
- 1.17. "Family/Friends/Commercial Group" describes a group that is not a school or youth group as defined in 1.16 above.
- 1.18. "Wedding/Special Event" is a Booking for exclusive use of the Site for an event with extras not available to standard Bookings.
- 1.19. "Camping" is an optional extra for School/Youth Bookings only, and includes on-site camping for an additional 36 (additional charges will apply). The maximum overnight capacity for school/youth bookings including camping is 72.
- 1.20. "TCC Activities" are activities and/or resources provided by TCC that Hirers can book to use during their stay. The activities will either be delivered by qualified TCC staff and/or by teachers/youth leaders determined by the Group Leader using resources provided by TCC.
- 1.21. "3rd Party Providers" are organisations or individuals delivering activities or services on-site, contracted by the Hirer.
- 1.22. "Contractors" are suppliers providing maintenance or repair services to TCC.
- 1.23. "Agreement" is the agreement between the Group Leader/Hirer and TCC, signed by both parties at the Orientation and then again the end of the Hire Period, which further binds both parties to the Terms and Conditions.
- 1.24. "Orientation" is the orientation briefing given by a TCC Staff member to a Group Leader prior to the start of the Hire Period.
- 1.25. "Extras" are items such as 'bed linen', 'media pack' and 'games pack' that are usually available for an additional cost

2. BOOKING PROCESS

- 2.1. To make an enquiry for any dates, the potential Hirer should complete an online booking on our website: https://www.chellington.org/booking or contact the office on 01234 720726. The Hirer will receive a Pending Enquiry email advising that a PENDING enquiry has been received, no payment is requested or possible at this stage.
- 2.2. A TCC Staff member will respond to the Pending Enquiry within two working days. Once the group booking has been verified, TCC will send a Reserved Booking email to the potential Hirer and will hold the requested dates for 5 working days.
- 2.3. To secure any booking, the potential Hirer should make the appropriate deposit or full payment (see Payments below). If no payment is received within the 5-working-day period, TCC may cancel the Reserved Booking.
- 2.4. Once a Deposit payment has been received, TCC will notify the Hirer by email and the status of the booking will change to DEPOSIT. This is now a confirmed Booking.
- 2.5. The Hirer is responsible for checking the Booking details and notifying TCC if any of the details stated are not correct.
- 2.6. The Booking balance is due 8 weeks before the start of the Hire Period. A reminder is usually sent to the email address supplied 9 weeks prior to the start of the Hire Period.
- 2.7. On receipt of full or balance payment, TCC will notify the Hirer by email and the status of the booking invoice will change to PAID
- 2.8. The Hirer must not transfer the Booking to any other party without written permission from TCC.
- 2.9. Hirer's have the option to add further Day Guests (in addition to the 36 included in standard Bookings) to any booking up to a maximum of 120 (additional charges will apply). The Hirer must contact TCC in writing at least two weeks ahead of the start of the Hire Period and TCC must agree this in writing.

- 2.10. A Wedding/Special Event Booking includes exclusive use for up to 120 guests on a self-catering basis. We recommend a maximum of 66 for seated event dining. Please contact TCC to discuss any specific requirements. Overnight accommodation for Wedding/Event guests can be booked as a Wedding/Event Extra.
- 2.11. 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).
- 2.12. An Early Arrival and/or Late Departure time may be possible subject to availability and at TCC's discretion. Additional charges will usually apply.
- 2.13. Extras may be added to a Booking prior to the start of the Hire Period, subject to availability. See list of extras under 'Extras' at www.chellington.org/booking. Any Extras must be confirmed by TCC staff. Please note: the cost of heating, lighting and hot water is included in the price.
- 2.14. Unexpected additional equipment/services requested by the Hirer during the Hire Period are only permitted if they have been agreed with TCC staff.

3. PAYMENTS

- 3.1. The relevant Deposit must be paid to secure a Booking £200 for any booking less than £1,000, 20% of the total booking value for School/Youth Group bookings, 30% for all other bookings. The Deposit for a Booking is non-refundable and non-transferable.
- 3.2. 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). The Security Deposit will be refunded after the event, minus any charges incurred.
- 3.3. A 100% payment is required if the Hire Period is less than 8 weeks away. Any payments for a Booking made within 8 weeks of the Hire Period are non-refundable and non-transferable.
- 3.4. All payments (including VAT if applicable) should be made by BACS (please include the booking/invoice reference with your payment): Account Name: "The Chellington Centre", Sort code: 20-45-77, Account number: 40071749. Please contact TCC if you would prefer to pay by cheque.

4. CANCELLATIONS

- 4.1. In all cases, if the Hirer has to cancel a booking, the Hirer should contact TCC as soon as possible by email to admin@chellington.org and by phone: 01234 720726.
- 4.2. If the Hirer cancels a Booking 8 weeks (56 days) or more before the start of the Hire Period, the Hirer will automatically forfeit any Deposit paid.
- 4.3. If the Hirer cancels a Booking within 8 weeks (56 days) of the start of the Hire Period, the Hirer will automatically be liable for 100% of the total cost of the Hirer's Booking.
- 4.4. TCC will normally try and re-sell any dates released due to cancellations, and, if possible, may refund some part of the payment made, minus the Deposit and any reasonable administration or commission costs incurred.
- 4.5. If it is not possible for the Booking to go ahead due to pandemic restrictions either in a government lockdown or under a government restriction of numbers, TCC will seek to work with the Hirer to re-book at a time that suits both parties, within 12 months of the original Booking. In the event that this is not possible, any payments made will be forfeited.

5. INSURANCE COVER

- 5.1. TCC's Insurance Policy includes £10 million Public Liability Insurance and Employers Liability for its legal liability to third parties. It also includes £5 million Hirers' Liability Insurance Cover for charitable organisations, voluntary organisations, not for-profit groups and individuals using the Centre.
- 5.2. 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. 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 the Hire Period.
- 5.3. All Hirers should ensure they have read the <u>Hirers' Liability Summary of Cover</u> 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.
- 5.4. 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.
- 5.5. 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.

6. HEALTH AND SAFETY

- 6.1. The Group Leader accepts responsibility for the safety and conduct of their Group Members and any Day Guests during the Hire Period and for ensuring all TCC conditions relating to management and supervision are met.
- 6.2. The Group Leader agrees to comply with TCC's Health & Safety conditions described here and/or in TCC's Health & Safety Policy, and all other relevant Risk Assessments and documents.
- 6.3. The Group Leader must clearly state on the Agreement Form the number of children and adults present on Site at any point during the Hire Period.
- 6.4. Under no circumstances must children be left without adult supervision in or around the Site.

- 6.5. The Group Leader must report all accidents involving injury to the Duty Manager as soon as possible and complete an Accident Report.
- 6.6. Any failure of equipment belonging to TCC must be reported as soon as possible.
- 6.7. The Group Leader shall ensure that no interference with electrical appliances or electrical fittings occur.
- 6.8. The Group Leader shall ensure that any electrical equipment brought by them on to the Site, shall be safe, in good working order, and used in a safe manner.

7. FIRE PRECAUTIONS AND PROHIBITION AGAINST SMOKING AND USE OF NAKED FLAMES

- 7.1. The Duty Manager will inform the Group Leader of the following at the Orientation prior to/at the start of the Hire Period:
 - The action to be taken in the event of a fire, including calling the Fire Service and evacuating the buildings
 - The location and use of firefighting equipment
 - Escape routes and the need to keep them clear
 - Method of operating the fire exit doors
 - The importance of closing all fire exit doors at the time of a fire
 - Location of first aid boxes
- 7.2. It is the Group Leader's responsibility to ensure that their Guests/Group Members are informed at the start of the Hire Period of the safety information detailed at 7.1 above, particularly of the location of the fire exit doors in the event of a fire.
- 7.3. The exit doors must be kept clear of any obstructions throughout the Hire Period.
- 7.4. Smoking (including e-cigarettes) is strictly prohibited in all areas of the Buildings and Site apart from in the designated smoking area by the games field where adults are permitted to smoke.
- 7.5. The use of candles, indoor or outdoor fireworks, smoke machines, dry ice machines, oil lamps, flammable liquids/gases and firearms is strictly prohibited. Use of such items may result in the group being asked to leave immediately, without any refund.
- 7.6. Fires are only to be lit within the designated barbeque and campfire circle. (or under strict supervision of a qualified activity instructor, who must be approved in advance by TCC). TCC reserves the right to prohibit the use of the barbeque and/or campfire in the event of extreme weather or if it is predicted.
- 7.7. One accessible parking space is available in front of the entrance to the main building. If further accessible access is required, drivers must drop off at the main entrance and then park in the car park to ensure good access to the main building for emergency vehicles at all times.
- 7.8. The Fire Service shall be called to any outbreak of fire, however slight, and details provided to the Centre Manager.
- 7.9. Fire and Emergency Activations: The Hirer will be charged for any costs incurred by TCC such as call-outs or resetting fees as a result of any unreasonable, malicious or criminal behaviour by the Group Leader or the Group Leader's Guests. Charges will also apply if any equipment brought on site by the Group Leader or the Group Leader's Guests is suspected by the alarm servicing company (or any emergency personnel called to attend a suspected emergency) to be the likely cause of any non-emergency fire/intruder activations.

8. CODE OF CONDUCT

- 8.1. The Group Leader is responsible for the supervision and behaviour of their Group Members/Guests at all times, and should ensure all Group Members and Guests are aware of and adhere to the following:
 - Show consideration for any TCC staff, volunteers or visitors you meet or neighbouring local residents.
 - Show respect for property centre fabric and equipment, and all other property.

 Costs for intentional damage will normally be passed on to the Hirer/Group Leader (See section 10)
 - Smoking is strictly prohibited inside the buildings and tents. Outside, smoking is not permitted apart from in the designated area, which is the games field.
 - Possession or consumption of drugs and under-age possession or consumption of alcohol is strictly prohibited.
 - Refrain from anti-social behaviour, e.g. using offensive or insulting language, threatening behaviour or bullying.
 - Theft and other illegal activities will be reported to the police.
 - The <u>Countryside Code</u>.
- 8.2. TCC expects all alcohol consumption to be reasonable and responsible. Any provision must be between midday and 11pm. No alcohol or glass is allowed on the games field under any circumstances. Drunk and disorderly behaviour shall not be permitted on Site or in its immediate vicinity. The Duty Manager has the authority at any time to suspend any dispensing of alcohol at any time without having to give a reason.
- 8.3. 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). See also 11.4. Music Licences.
- 8.4. Noise levels must not be detrimental or inconvenient to neighbouring residents both during and at the conclusion of the Hire Period.
- 8.5. TCC does not allow pets or animals inside the buildings (other than guide dogs or by special arrangement with TCC).
- 8.6. TCC reserves the right to terminate any Booking without notice if the Duty Manager or TCC deems the Group Leader, Group Members or Day Guests' behaviour to be unreasonable, erratic, unpredictably dangerous, abusive, disturbing to the neighbours, or potentially negligent of others' safety; or if any of the additional notes, procedures or agreed actions brought to the Hirer or Group Leader's attention, in these terms and conditions or at arrival/induction, or clearly stated in the Group Leaders' Information Pack or specifically mentioned in correspondence, have been neglected or contravened.

9. RECYCLING, WASTE AND LITTER

- 9.1. TCC strongly discourages the use of single use plastic cutlery, plates (paper or otherwise) or drinking vessels.
- 9.2. The Group Leader is responsible for all recycling/non-recyclable waste, litter, cigarette ends, etc to deposit in the appropriate wheelie bins on Site.
- 9.3. The Group Leader is responsible for removing any excess waste from the site (such as extensive food waste or packaging, or waste that has not been reasonably sorted into recycled/non-recycled) if it cannot fit into the appropriate Council bins at the end of the driveway (TCC staff to advise).

- 9.4. TCC reserves the right to charge the Hirer £50 per hour plus any other costs TCC may incur if TCC staff are required to sort out any significant issues arising from poor waste management by the Group Leader, including mixed waste bags left on site.
- 9.5. Bedford Council do not currently offer a glass recycling collection service. Therefore, the Group Leader is responsible for removing all glass for recycling.

10. BREAKAGES, DAMAGE & OTHER CONDITIONS

- 10.1. At the Orientation prior to the start of the Hire Period, the Group Leader will be required to jointly inspect the Buildings and Site, listen to an Emergency Evacuation briefing with a TCC Staff member and then countersign the Agreement including an Inventory and Key Agreement before commencement of the Booking. Similarly, before the agreed departure time, the Buildings and Site will be jointly inspected, the Exit section of the Agreement must be counter-signed with a member of TCC team and any keys returned.
- 10.2. All fittings and equipment are accepted as being in fully serviceable condition at the commencement of the Hire Period unless the Group Leader notifies TCC of any damage prior to the commencement of the Hire Period.
- 10.3. The Group Leader is responsible for keeping the Site, including all furniture, fixtures and fittings, in the same good state of repair and condition as found at the commencement of the Hire Period. At the end of the Hire Period, all kitchen equipment must be left in a clean condition and returned to the appropriate storage cupboard, and any other equipment used should been stowed or returned to the place where found or indicated, including items such as chairs and tables, and any Extras booked. The Hirer/Group Leader must report and pay for any damage caused or equipment lost, damaged, broken or stolen during the Hire Period. Unsuitable substitutes are not accepted.
- 10.4. TCC does not allow the following:
 - screw fixings or any sticky tape or other adhesive materials applied to the painted surfaces or floors
 - hanging any additional lighting or other drapes, paper or decorations that could restrict an evacuation or be contributory to a fire or tripping hazard.
 - the use of metallic or glitter confetti or similar for decorative use.
 - the use of oils, paints, powders or liquids that could potentially discolour or stain the limestone floor, carpeted areas, walls, fabric or any part of the building.
- 10.5. TCC reserves the right to charge the Hirer for all costs incurred as a result of any damage caused by unreasonable use, or for extra cleaning if the Building or Site is unreasonably dirty (such as uncleaned kitchen equipment, stains or heavy soiling on carpets, furniture, stone floors, walls or soft furnishings, etc).
- 10.6. Agreed exit time: TCC reserves the right to make a charge of £50 per half hour to the Hirer/Group Leader due to any extended use of the Buildings or Site beyond the written and agreed exit time.

11. REGULATORY MATTERS AND LICENCES

- 11.1. The Hirer/Group Leader shall ensure that nothing is done on or in relation to the Buildings, Site or TCC in contravention of the law relating to gaming, betting and lotteries.
- 11.2. The Hirer/Group Leader shall ensure that any activities comply with the provisions of the Children's Act 1989 and the Safeguarding of Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to children.
- 11.3. The Hirer/Group Leader shall provide a copy of the organisation's safeguarding policy to TCC on request where it provides activities for children or vulnerable adults.
- 11.4. TCC holds a Music Licence from Phonographic Performance Ltd (PPL) & Performing Rights Society (PRS) permitting TCC and any visitors to play and perform music at or within the Centre (see The Music Licence for full terms & conditions).
- 11.5. TCC holds an Umbrella Licence from the Motion Picture Licensing Company Ltd (MPLC) permitting TCC and any visitors to stream, download and play DVD/Blu-rays produced or distributed by MPLC-affiliated rightsholders. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- 11.6. TCC does not have a television (TV) Licence. The Hirer may not use TCC hardware to watch or record live TV on any channel or service or use BBC iPlayer. However, if the Hirer has a TV Licence, they may watch or record live TV or use BBC iPlayer provided they do so on their own devices and that these are operating under their own power supply.
- 11.7. Any Booking involving the sale of alcohol or live music requires the written consent of TCC (which may be withheld). If permission is granted by TCC, the Hirer will then need to obtain the necessary Event Licence(s) from Bedford Council, normally a <u>Temporary Event Licence (TEN)</u>. The Hirer must provide copies of the licence(s) to TCC at least three weeks prior to the start of the Hire Period. 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. The Hirer's attention is drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

12. ADDITIONAL CONDITIONS

- 12.1. In the event of the Buildings or Site being unfit for hire for any reason, the Hirer must inform the Duty Manager immediately. Any compensation payable to the Hirer will be to a maximum of the cost of the Booking.
- 12.2. A standard Booking is based on self-catering use, but TCC staff are happy to discuss any further catering needs. Commercial caterers are welcomed.
- 12.3. TCC reserve the right to add or amend the Terms and Conditions as may be deemed reasonably necessary, without notice. Please check TCC website https://www.chellington.org/terms for any changes to the Hirer's original version.

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