

CCA Ltd Users Contract

Registered in England and Wales - Company No: 7198105 Charity No:1136649
Cheylesmore Community Association Ltd, Cheylesmore Community Centre, 111 Arundel Road,
Coventry, West Midlands, CV3 5JX 024 76 502 226 www.cheylesmorecentre.co.uk

Issued & Adopted: CCA Directors 6th February 2010

Updated by CCA Directors: 20th November 2017

Renewed by Centre Manager: 20th March 2026

Date due for next review: 31st July 2027

Centre Manager: Paul Jamieson **Signature:** *P.D. Jamieson*

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1) INTERPRETATION

- a) "Users Contract" shall mean this document for hiring, signed by or on behalf of both the Association and the Hirer.
- b) "Booked Period" means the period of any day or days reserved by the Hirer.
- c) "Cheylesmore Community Centre" means any part of any facility under the control of the Association and including its grounds, outdoor sports area and car parks.
- d) "Association" means Cheylesmore Community Association Ltd, and any officer authorised to perform any particular duty.
- e) "Hirer" shall mean the person or persons signing the user's contract or the company or organisation on whose behalf the user's contract is signed.
- f) "Hire Period" means the period during which one or more bookings have been made and confirmed; the time period on each booked occasion includes the removal from stores, setting up, dismantling, room cleaning and returning to stores of any equipment.
- g) "Booking Procedure" means the method by which the Hirer shall make reservations for use of Cheylesmore Community Centre in accordance with clause 8 of this User Contract.
- h) "Bookings Officer" includes the Centre Manager, Site Service Officer and any member of staff authorised by the Centre Manager to perform any particular duty.
- i) "Organisation" shall mean the Company or Organisation for whom the Hirer works or is employed.
- j) "Long term bookings" shall mean bookings of four or more recurrences within a calendar year.

2) HIRERS RESPONSIBILITY

- a) The conditions of hire as set out below shall remain in force until such time that the Hire Period has been completed.
- b) Should the Hirer cease to work for or be employed by the Organisation before the Hire Period has been completed, then the Hirer shall immediately advise the Bookings Officer that he no longer acts as Hirer for the Organisation and the Organisation will immediately provide a new Hirer, authorised to sign a new Users Contract.
- c) Failure to provide a new Hirer may result in the Hire Period being cancelled by the Bookings Officer.

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3) CORRESPONDENCE

All correspondence from the Hirer to the Association shall be made directly to the Bookings Officer at Cheylesmore Community Centre by email where possible.

4) BOOKINGS/PAYMENTS

- a) All bookings and payments will be made according to the Booking Procedure.
- b) The Association reserves the right to refuse any hiring request at its absolute discretion.

5) VENUE

In all correspondence and advertising produced and/or distributed by the Hirer in relation to the event for which the Cheylesmore Community Centre is (or is to be) hired by the Hirer, the Cheylesmore Community Centre shall be referred to as the venue for the event.

6) ADMISSION

- a) The Bookings Officer shall inform the Hirer of the maximum number of people that will be allowed for any event prior to or at the time of booking. Under no circumstances shall the Hirer or Organisation exceed this number without the prior written consent of the Association, such consent to be provided in the absolute discretion of the Association. In no case will consent be provided to exceed the number of people allowed for any such event if, in the reasonable opinion of the Association, this would or is likely to constitute a health and safety risk of any nature.
- b) Should the Hirer or Organisation be found to be in breach of clause 6) a) of this User Contract, the Association reserves the right to immediately cancel the Booked Period, upon which no reimbursement of the Hiring Fee shall be due to the Hirer or Organisation.
- c) Any person may be required to produce evidence of membership of an Organisation using the premises.
- d) The Bookings Officer may refuse the admission of any person, or may require any person to leave the Cheylesmore Community Centre for a breach of any condition in this contract, whether or not that person is a valid member of an Organisation hiring the Cheylesmore Community Centre.

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7) HIRING FEE AND PAYMENT

- a) The hiring fee for use of Cheylesmore Community Centre shall be determined by the Association directors, in conjunction with the Bookings Officer (the “**Hiring Fee**”).
- b) The rates for the hire of facilities are contained at Schedule 1 of this User Contract.
- d) Any Hirer or Organisation who does not have its Hiring Fee negotiated annually shall be eligible for set discounts that are set by the Centre Manager.
- e) Discounts and surcharges may be used in conjunction with other discounts and surcharges unless otherwise stated.
- f) All discounts and surcharges shall be applied to the final Hiring Fee of facilities unless otherwise stated.
- g) Any facilities not eligible for discounts shall be added to the final Hiring Fee after any qualifying discounts have taken effect.
- h) No discounts shall be available for the payment of deposits.
- j) The Association directors may vary the hiring fees or other charges with one month’s written notice.
- k) The Association directors reserve the right to alter hiring fees and or charges without notice up to the time the booking is confirmed.
- l) Hiring Fees, deposits and other charges specified in advance of any booking shall be made always in accordance with this clause 7).
- m) Upon the completion of an Unconfirmed Booking, the Bookings Officer shall send the Hirer an invoice for the hire of the room.
- n) To confirm the booking, the Hirer must pay the deposit and return a signed copy of this User Contract.
- o) Payment of the Hiring Fee shall be made no less than twenty-four (24) hours prior to the start of the Hire Period. If payment of the Hiring Fee is not made by this time, the Association reserves the right to cancel the Booked Period.
- p) The Association’s preferred methods of payment are:
 1. Direct transfer
 2. Standing order
 3. Cash
 4. BACS Bank Automated
 5. Card Machine

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8) BOOKING PROCEDURE

- a) An enquiry shall be placed with the Bookings Officer. For this, the Bookings Officer shall require from the hirer: - (i) name, (ii) address, (iii) contact number, (iv) email address and (v) details about the hire period requested Booked Period or Hire Period. Failure to provide this information is likely to lead to either considerable delay in securing the booking or a booking unable to be made.
- b) Once a room has been agreed between the Hirer and the Bookings Officer, the Bookings Officer will enter this into the bookings programme (an “**Unconfirmed Booking**”).
- c) The Unconfirmed Booking will remain unconfirmed until the payment procedure detailed in clause 7) of this User Contract is carried out. Until such payment procedure is completed, an Unconfirmed Booking may be lost.
- d) Upon completion of the payment procedure detailed in clause 7) of this User Contract, the Bookings Officer will confirm the booking as final.

9) CANCELLATION BY HIRER

If a Hire Period is cancelled by the Hirer or Organisation for any reason, then Cheylesmore Community Association Ltd reserves the right to apply the cancellation fees detailed in Schedule 2 of this User Contract (the “Cancellation Fees”).

- a) The Cancellation Fees will be levied irrespective of whether facilities are subsequently rehired. In addition, any other payments which have been made by the Association in connection with the Hire Period will be levied against the Hirer.
- b) Repayment of hire fees or deposits or any percentage thereof is in accordance with the provisions of this Clause 9) c) and will only be made if the cancellation is made in writing and received at Cheylesmore Community Association Ltd prior to the Booking Period or Hire Period and according to the periods specified in Schedule 2.

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10) CANCELLATION BY THE ASSOCIATION

- a) The Association reserves the right to cancel any Booked Period or Hire Period and to end a Hire Period at any stage during it.
- b) The Hiring Fee already paid in respect of any period cancelled or terminated under 10a will be refunded on a pro-rata basis.
- c) The use of certain facilities within the Cheylesmore Community Centre during a Hire Period may be prohibited and / or varied by the Association at any time and for whatever reason.
- d) The Association will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation, termination, variation or prohibition under 10) a) or 10) c) of this User Contract.
- e) In respect of cancellations due to weather or other unforeseen, uncontrollable events, initial decisions will be based on a risk assessment by the Centre Manager. Hirers will be advised that there may be a Cancellation Fee, and when such Cancellation Fee will be applied. The Centre Manager's decision to cancel bookings due to weather and any associated Hiring Fees and Cancellation Fees will only be applied after a decision is made at the next meeting of the Association.

11) EQUIPMENT TO BE BORROWED OR HIRED

- a) Prior to the Hire Period, the Hirer shall agree with the bookings officer, the equipment required during the Booked Period. If available, the Association will provide the equipment at the applicable charge. Should the Association be unable to provide the required equipment, the Hirer may with the Centre Managers agreement be allowed to bring their own equipment to the Cheylesmore Community Centre. In which case, the Hirer and/or Organisation agrees that use of that equipment and any liability arising out of, or in accordance with, the use of such will be the sole responsibility of the Hirer.

12) DAMAGE TO OR LOSS OF PROPERTY

- a) Unless caused by its own negligence the Association accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Cheylesmore Community Centre or any part thereof, by an Organisation, or member of an Organisation, or any individual.

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13) PORTABLE ELECTRICAL APPLIANCES (Portable Appliance Testing)

- a) No electrical appliance is to be brought into the Cheylesmore Community Centre and used in the Cheylesmore Community Centre without the prior agreement of the Centre Manager.
- b) Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dated sticker or other endorsement to that effect.

14) PROPERTY LEFT AT THE CHEYLESMORE COMMUNITY CENTRE

- a) The Association may store any property left by the Hirer after the termination of the Booking. Risk in any property left by the Hirer shall not under any circumstances pass to the Association and the Association accepts no liability for damage to or theft of such property.
- b) If, after receiving notice, the Hirer fails to collect the property within fourteen days, the Association may dispose of the property without further notice to the Hirer.

15) DAMAGE CAUSED

- a) The Hirer shall on demand pay to the Association the reasonable amount incurred by the Association in repairing or replacing as appropriate, any damage to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by a person participating at the invitation of the Hirer or Organisation in the use of the facilities or premises (fair wear and tear excluded).
- b) Subject to the commencement of any litigious proceedings, the amount of such damage shall be certified by the Association whose decision shall be final.
- c) The Hirer shall pay an administration fee of 10% of the total cost of repair or replacement.

16) SALE OF GOODS

- a) The Hirer shall not without prior consent in writing of the Association sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the Cheylesmore Community Centre during the Hire Period.

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17) HEALTH AND SAFETY

a) The Hirer agrees to comply with the Health and Safety Policy and any other risk control measures that form part of the risk assessment for the Cheylesmore Community Centre, under the Management of Health and Safety at work Regulations 1992.

b) All Hirers who work directly with children (aged 18 or under) or with vulnerable adults must comply with the Association's Child Protection Policy. This policy requires Hirers to ensure that all individuals involved in such activities have appropriate Enhanced DBS checks in place.

Failure to comply with these requirements may result in:

- Immediate suspension or cancellation of the booking, without refund.
- Refusal of future bookings with the Association.
- Removal from the premises if non-compliance is identified during an activity.
- Reporting of concerns to the relevant authorities, where appropriate.
- Termination of any ongoing hire agreement with immediate effect.

The Association reserves the right to request evidence of Enhanced DBS checks at any time and to take any action deemed necessary to ensure the safety and wellbeing of children and vulnerable adults.

18) INDEMNITY

a) The Hirer shall indemnify and keep indemnified and hold harmless on demand the Association against all claims, demands, action or proceedings in respect of death or injury without limit to, any person or direct or indirect loss or damage to property belonging to any person during the course of or in consequence of the Hiring unless caused by the Association's negligence.

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19) INSURANCE

- a) All Hirers that trade or make charges to their users or members must have public liability insurance. The Hirer shall take out public liability insurance with an insurance company of repute, to cover loss of or damage to property (whether the Association's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the Hire Period or in connection with it.
- b) The Hirer must satisfy themselves that the level of cover insured for will protect them from any potential claim. Such cover would not normally be less than £5 million; however, it is for the Hirers to fix the amount of cover required.
- c) Where an activity conducted by a Hirer is covered by a nationally recognised governing body, the public liability insurance must satisfy the guidance or conditions of the nationally recognised governing body.
- d) The Hirer is notified that the Association's insurance does not extend to property brought onto the premises in connection with the Hire, in respect of fire, theft, loss or any other damage the Hirer should make separate insurance arrangements in respect of such matters.

20) FIRST AID INCIDENT OR OTHER EMERGENCY INCIDENT

- a) In the event of accident, incident and / or injury, the Hirer or his deputy will at once alert the Hirer's trained First Aider who will provide the appropriate first aid treatment.
- b) In the event of accident, incident and / or injury, where the Hirer does not have a first aider, the Hirer will at once alert a member of the staff of Cheylesmore Community Association Ltd, who will provide the appropriate first aid treatment.
- c) All first aid treatments, incidents and emergencies must be recorded in accordance with the Association's current health and safety policy and procedures. They should all be recorded in the Centre First Aid sheets.
- d) For hire periods where attendance is expected to be above 250 people, the Hirer may be instructed by the Centre Manager to provide additional first aid cover from either the St John Ambulance Brigade or the British Red Cross Society.

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21) KEYS

- a) All Hirers will be responsible for any keys provided to them for any Hire Period.
- b) Hirers that make Long-term Bookings may be provided with keys for the whole period of their booking. These keys remain the property of the Association. All keys must be returned to the Association at the end of the long-term booking.
- c) Any keys cut by the Hirer must be done with the permission of the Centre Manager and recorded on the key record of the Centre. Hirers must provide the Association with a copy of any such keys.

22) INFRINGEMENT OF COPYRIGHT

- a) The Hirer shall indemnify and keep indemnified the Association against all claims, legal fees, court fees, damages, demands, action and proceedings in respect of any infringement of intellectual property rights by an unauthorised public performance or any use of recording apparatus or contrivance at Cheylesmore Community Centre by the Hirer or his agent.

23) BROADCASTING AND FILMING RIGHTS

- a) No Hirer booking the Cheylesmore Community Centre may grant broadcast (sound or television) or filming rights without prior written consent of the Association.
- b) As a prerequisite of consent being given, the Association reserve the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

24) MUSIC AND PERFORMANCE

- a) The Hirer shall not play or permit the playing of gramophone records, compact discs, radios or tape recorders in the Cheylesmore Community Centre or perform any work, which will infringe the rights of any third party in intellectual property.
- b) The Hirer shall obtain beforehand, and provide a copy to the Centre Manager, all proper licences in respect of such broadcasts or performances.

25) PHOTOGRAPHS AND VIDEO RECORDINGS

- a) Photographs for professional use and publication thereof must not be taken without the express permission of the Centre Manager.
- b) The use of video recording equipment is not allowed without the express prior written permission of the Centre Manager.

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26) ADVERTISING

- a) The Hirer shall not advertise or publicly announce any event to take place at Cheylesmore Community Centre without the prior written approval of the Centre Manager.
- b) The Hirer shall submit proofs of all intended advertising to the Centre Manager prior to publication for his authorisation.
- c) The Association has the right to include the Hirer's services in any of its promotional activities or publications.

27) CATERING

- a) The Association reserves, to itself or its agents, the right of sale of all refreshments in the Cheylesmore Community Centre.
- b) The Hirer shall make arrangements with the Centre Manager for any special catering requirements not less than 14 days before the Booked Period.
- c) Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990 and the General Food Regulations 2004 as they apply to the Cheylesmore Community Centre.
- d) The Centre Manager will provide instructions to the Hirer concerning food and or drink brought onto the premises and made available for consumption by others.
- e) Use of the Large Kitchen is only permitted if the Hirer can provide evidence that a member of their party has Level 2 Food Safety & Hygiene for Catering. Presently it is out of action until further notice.

28) ALCHOLIC DRINKS

- a) The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol on the premises of the Cheylesmore Community Centre, without the prior, written permission of the Centre Manager.
- b) If such permission is given, the Hirer will be told of any licensing applications or permissions that must be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

29) NOTICES

- a) The Hirer shall not display any notices, leaflets, flyers or decorations (internal or external) without the express permission of the Centre Manager.

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30) ALTERATIONS TO FITTINGS AND STRUCTURE

- a) The Hirer shall not alter or interfere with equipment or fittings of the Cheylesmore Community Centre or structure thereof.
- b) No alterations or building work is permitted without the written agreement of the Association. All subsequent costs will be charged to those responsible.

31) GAMBLING

- a) The Hirer shall not hold or permit to be held any sweepstake, raffle or other lottery on the premises during the Hire Period, other than one which is permitted by law (and registered if the law requires) and with prior written permission of the Centre Manager.

32) VACATION OF PREMISES

- a) The Hirer must ensure that the hired part of the Cheylesmore Community Centre and any equipment used is left clean and tidy and that the equipment is left, at the end of the period of use, in the same condition as found.
- b) The Association reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning.
- c) Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee as set out in Clause 15)c) of this User Contract. If damaged equipment cannot be repaired, then the full replacement cost will be charged to the Hirer.
- d) Events running over time will be charged at the current hourly fee, per hour or part of.

33) RULES FOR USERS

- a) The Hirer will use his/her best endeavours to inform all those involved in the use of the premises of these rules and encourage compliance with them.
- b) The Hirer is responsible for ensuring that young people under the age of **18** are supervised and safe at all times during the Hire Period.
- c) The Hirer accepts that the Centre Manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the Cheylesmore Community Centre or those in nearby premises.

34) COMPLIANCE WITH THE ASSOCIATION AIMS

- a) The Association expects Hirers to have an interest in building the local community. Hirers are expected to conduct themselves in a cooperative manner

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when working with other hirers in the centre, even when disputes arise.

b) The Hirer or other persons will do nothing to undermine the aims of the Cheylesmore Community Association Ltd as defined by its constitution. A copy of the constitution is available on request from the Centre Manager.

c) In order to fulfil its aims, occasionally the Association gathers information on users and Hirer. Hirers will be expected to collect such information as and when required by the Association.

d) The Centre Manager has the authority to exclude Hirer's or other users that are deemed to have contravened these expectations.

e) If a Hirer or user is deemed to have contravened these expectations, the Association reserve the right to terminate any hire contract.

35) BREACH OF CONDITIONS

a) The Hirer shall be responsible for ensuring that the Conditions of Hire are complied with by all persons using Cheylesmore Community Centre arising out of or in consequence of hiring.

b) In the event of the Hirer breaching any of the conditions of hire or failing to pay all charges within the specified time, the Association may cancel the booking and all future bookings at the Centre Manager's discretion.

c) The Hirer shall remain liable for all hire fees and charges, including cancelled future bookings.

36) FAILURE TO SIGN THIS USER CONTRACT

Any Hirer or other user that has not signed this User Contract that proceeds or continues to use Cheylesmore Community Centre or pays any monies for the hire thereof implies that they have accepted this User Contract, including the responsibility to pay the Hire Fee and all other charges.

37) RIGHT TO APPEAL

Hirers or users have the right to appeal against any decision made regarding any matter covered by this contract. Appeals should be made in writing by email to the Chairperson of the Management Directors of Cheylesmore Community Association Ltd. Appeals will be considered at the next convenient directors meeting. Hirers can ask to attend the committee meeting and present their appeal. The decision of the directors will be final.

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38) ALTERATIONS TO THIS DOCUMENT

This contract may be altered by the Management directors of Cheylesmore Community Association Ltd, who shall give one months' written notice of any alteration to all current hirers. The terms contained in any variation document shall take precedence in any conflict with this User Contract.

41) CONFIRMATION OF AGREEMENT TO THESE CONDITIONS OF HIRE

I confirm that I have read and understood the above “Conditions of Hire”.

I confirm that I have informed the officer/directors/ members of the Organisation I represent, as appropriate, of these “Conditions of Hire”.

I confirm on behalf of myself and the Organisation I represent, our agreement to these “Conditions of Hire”.

I attach to this signed copy of the “Conditions of Hire” document a copy of the current insurance policy/certificate relating to the “insurance” paragraph 18 and 19 (above) if applicable.

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Consent Form

General Data Protection Regulations 2018

The Cheylesmore Community Association (CCA), which operates Cheylesmore Community Centre, currently retains the original bookings and application form for user groups for three years before they are deleted. We request your permission to keep permanent records of the name of the person who applied on behalf of the organisation. The information including user contacts and invoices both present and historic is stored electronically on centre computer software. Users general details are held on our brochure, internal notice boards, social media sites such as Facebook and the centres website.

The information is held to verify the application complies with CCA Criteria and relevant safeguarding guidelines. It is not used for any other purpose and is not given to anyone outside CCA. The only exceptions to this if CCA has a request or is required by law or regulation.

The new GDPR regulations now required CCA to obtain consent from each individual to hold the information stated above and use it in the manner specified. Therefore in order to comply we would like to ask you to complete the tick boxes below, sign and date the form as we need an original signed document.

We can at any time withdraw your consent if you wish. Just contact the Centre on 02476 502226. Email: paulj@cheylesmorecentre.co.uk

I consent to Cheylesmore Community Association (CCA) holding the following personal information:

- Contract for 3 years or sign again Names (up to 2 people)
 Organisation name and address (including email address)

Signature of Hirer: _____

Print Name of Hirer:

Organisation (if applicable):

Today's Date: