

Terms & Conditions

Of Centre Facilities Hire for regular scheduled hire

A. Definitions

In these Terms & Conditions the following definitions apply:-

1. "The Waterlooville area community association " means WACA
2. "The Hirer" means the person or the Limited company (including any officer, employee or agent thereof) introduced to the WACA and engaged by the WACA.
3. "The Hire" means the period or periods during which the Hirer is engaged and agreed terms for premises or equipment hire.
4. "The Client" means the person, firm or corporate body requiring the services of WACA.
5. "The premises" means the location or locations at which the Hirer is engaged to render services.
6. "The Hire Agreement" means the agreement between the Hirer and WACA defining the type, quantity, period, commencement date and termination date (where applicable).
7. "The Hire Charges" means the amount of the sum due to the WACA by reference to the terms of the Hire Agreement as agreed between the WACA and the hirer.
8. "The Equipment" means all equipment and/or materials and/or any other articles of whatever description belonging to or hired to WACA which the Hirer or they are required to utilise during the Hire pursuant to the Hire Agreement.

B. The Contract

1. These Terms & Conditions are deemed to be accepted by the hirer and to be incorporated in or form part of the Hire Agreement upon commencement of the Hire.
2. No variation or alteration of these Terms & Conditions shall be valid unless approved in writing by an authorised member of the Waterlooville area community association committee.

C. Charges

1. The Hire Charges may be varied by the WACA with immediate effect from time to time during the Hire.
2. The Hire Charges are exclusive of any VAT or other taxes or duties.
3. Any VAT or other duties or taxes payable in respect of the Hire Charges shall be payable to the WACA in Addition to the Hire Charges.
4. The hirer shall pay in full, all invoices by the last day of the issue month. If payment is not received within the prescribed period the WACA reserve the right to suspend the Hire until payment is made.

5. If any sum payable to the WACA pursuant to the Agreement is not received by the WACA on or before the relevant payment date the hirer shall be held liable to pay the WACA interest on any outstanding amount at the rate of 4% per annum above the prevailing base rate set by the Lloyds TSB Plc from the relevant payment date to the date of actual payment both dates inclusive. Such interest shall accrue on a daily basis and be compounded on a monthly basis and calculated on the basis of actual days and of a 365 day year.

D. Liability

1. Whilst every effort is made by the WACA to give satisfaction to the hirer by ensuring reasonable standards or skills, integrity and reliability from the facilities and to provide them in accordance with the Hire Agreement no liability is accepted by the WACA for any loss, expense, damage or delay arising from the failure to provide a Hirer for all or part of the Hire or from the negligence, dishonesty, misconduct or lack of skill or if the Hirer terminates the Hire for any reason.
2. Hire provided by the WACA to the hirer are deemed to be under the supervision, direction and control of the hirer for the duration of the Hire. The Hirer will comply in all respect with all statutes, byelaws and legal requirements including the provision of adequate Employer's and Public Liability Insurance cover for the activity during the Hire, but excluding the matters referred to in paragraph 3 hereof.
3. The Hirer shall supply the WACA with any information required by the WACA under the Health & Safety Legislation (including, without limitation any required Premises special occupational qualifications or skills and any special features of the Hire affecting Health & Safety). The hirer shall also ensure that it complies with all relevant Health & Safety Legislation in respect of the Hirer as if the Hirer was an employee of the WACA and that the Hirer complies with any obligations too which it is subject under such legislation.
4. The hirer shall indemnify the WACA against any costs, claims, damages and expenses arising out of the engagement or use of the premises by the hirer during the Hire.
5. The hirer shall report to the WACA any accident resulting in injury to or death of the Hirer worker whilst carrying out a Hire activity.
6. Nothing in these terms and conditions shall exclude the WACA from liability for the injury or death of any person directly caused by negligence of the WACA.
7. During the Hire the hirer shall be responsible for all loss or damage to the WACA Facilities, Equipment from whatever cause the same may arise and shall fully and completely indemnify the WACA in respect of all claims by any person whatsoever for injury to person/persons or property caused by or in connection with or arising out of the use of the WACA facilities or equipment used during the hire and in respect of all costs and charges in connection thereto whether arising under statute or common law specifically (but without prejudice to the generality of the foregoing) :-

8. Prior to delivery of any Equipment to a Premises for the use by the Hirer or the WACA where the Equipment is in transit by transport of the Hirer or the Hire or otherwise as arranged by the WACA, and during the installation of any Equipment on Premises and at all times thereafter when the Equipment is installed or stored on Premises, and at all times the Equipment is in the possession or control of the Hirer or the WACA, and during the dismantling of any Equipment prior to removal from Premises, and after the Equipment has been removed from Premises and is in transit to the WACA by transport of the Hirer of the WACA or as otherwise arranged by the WACA.

E. Termination or amendments to facilities hire.

1. The hirer must notify the Waterlooville Area Community Association in writing, of any amendments or cancelations to the confirmed booking.
2. Where the facilities hire period is indeterminate or having being defined becomes Indeterminate the hire agreement shall be determinable by 7 days' notice in writing given by either party to the other.
3. In the event of the hirer deciding to terminate or amend the facilities hire agreement or failing to give 21 days' written notice the facilities and hire shall be chargeable equal to:
4 Week's notice = 0% 3 Week's notice = 10% 2 Week's notice = 50%
1 Week's notice = 90% Less than 1 Week's notice = 100%

F. Notices

1. Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the last notified address of the relevant party during the course of the Hire or by facsimile transmission or by electronic mail or by telex and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours of sending by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail address of the addressee.

G. Governing Law

1. The Hire Agreement shall be governed by and construed in all respects in Accordance with English law and the parties agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement