



*In Pursuit of Excellence in Art and Culture*

Fine Arts Cultural Centre, Fine Arts Chowk, R.C. Marg, Chembur, Mumbai 400 071  
Te: 2555 2988 / 2522 1504 / Fax: 2522 7069, Website: [www.fineartschembur.com](http://www.fineartschembur.com) [fineartschembur@gmail.com](mailto:fineartschembur@gmail.com)

## **Rules and Regulations for booking and the use of the facilities in the Community Hall complex of the Society**

1. These Rules and Regulations are an integral part of the terms and conditions on which the use of the Society's Hall facilities is allowed.
2. The word "Society" represents the Board of trustees, the Managing Committee, officers, employees and duly authorized persons of the Fine Arts Society.
3. The booking of the Hall shall be made at the Society's Office on working days during following hours :
4. **HOW TO APPLY :**  
Applications should be made only in the prescribed form. Allotment will be made on "first-come-first-served" basis. In case of payment by cheque, booking would be confirmed only after realizing of the cheque. Attention of the applicants is invited to the legal consequences in case Cheques are dishonoured by Banks. However, the Society reserves the right to allot or before terminate/cancel allotment without assigning any reason and its decision in this regards shall be final and binding.
5. **FACILITIES / PERIOD OF USE :**
  - 5.1 The Schedule of charges being compensation/ rental for use of the facilities and services offered by the society is given in Annexure "A" Generally, the facilities are to be used on a "package" basis; however, subject to its convenience, the society may consider permission to use part of the facilities.
  - 5.2 The facilities would be allotted for use for full days only for a maximum of three consecutive days at a time. For this purpose;-  
'Day' means from 01.00 a.m. to 10.30 p.m. i.e., from 00.00 hours to 22.30. hrs. on a day.
  - 5.3 Allottees will be allowed to take possession not earlier than the commencing times / hours shown in 5.2.
  - 5.4 The Hall, Bridal Room and the Dining area shall be provided with air conditioning (A.C) for limited hours not exceeding a total 8 hours per day. The supply of power for operations of A.C. for a total 8 hours as above shall be regulated by the Society with due regards to the convenience of the user by prior mutual agreement between the Society

and the user. So also, heating of water for bathing shall be allowed for a maximum period of 4 hours per day.

5.5 Possession earlier than and handing back later than the hours stipulated in 5.2 or for longer periods may be allowed by the society at its sole discretion, subject to availability and on payment of such additional amounts as the Society may determine.

## 6. PAYMENTS:

6.1 The charges being compensation / rental for A.C. and other utilities and services calculated according to the schedule in annexure 'A' given separately shall be paid in advance along with the application. **The rates in force on the date and time of use shall apply. Users shall pay the difference, if any, between the booking rates and the rates prevailing on the date and time of actual use of the facilities. This is an essential part of the contract and the users must accept it unconditionally.**

6.2 The schedule rates for use of the facilities include a major element of cost, namely electricity charges for lights, fans, A.C. heating, grinders etc. the Society reserves the right to install separate meters for measuring the amount of electricity consumed by the user and recover from them charges for electricity consumed at rates per unit to be determined by the Society. In such an eventuality, the schedule of rates detailed in Annexure 'A' referred to in 6.1 above shall be modified to reflect the collection of electric charges separately.

6.3 Applicant shall also pay, along with charges and service tax, an interest free security deposit as specified in Annexure 'A'. this deposit will be refunded after recovering / adjusting extra charges and cost of damages if any. Claims for refund accompanied by the receipt shall be made 7 days after the date of use of the facilities but not later than 90 days. The society shall make every effort to make refunds if any, within 21 days of the date of the claims. Claims made after 90 days shall be rejected summarily.

6.4 The amounts paid for use of the facilities are not refundable. In exceptional cases, and provided the Society is satisfied about the bona fides, the Society may at its discretion, consider refund for cancellation or transfer or use after deducting cancellation charges, provided the facilities booked by the first applicant for a day/period are rebooked by someone else. Graded reductions will be linked to the period between the dates on which a re-booking is made to the date for which the applicant first made a booking. For purposes of calculating the period, the booked date is to be excluded.

### **When re-booking is made the applicable cancellation charges are :**

- |      |   |     |
|------|---|-----|
| i.   | 90 days prior to the booked day                         | 25% |
| ii.  | Less than 90 days but t60 days prior to the booked date | 50% |
| iii. | Less than 60 days but 30 days prior to the booked date  | 75% |
| iv.  | Less than 30 days but 15 days prior to the booked date  | 90% |

6.5 No reduction will be allowed on the ground that the allottee has not made use of some part of the facilities which was agreed for use.

## **7. RIGHT TO EVICT**

7.1. The Society shall have the right to evict the allottee and allottee's agents/representatives/guests/invitees etc. from the Society's premises, if it finds that the facilities are not being used for the purposes mentioned in the application or if any of the "specific prohibition "is contravened by the allottee/agents/employees/guests etc. this is without prejudice to any other action which the Society may find it necessary to take including penalties.

## **8. SPECIFIC PROHIBITIONS :**

8.1 Preparation and/or serving of non-vegetarian food is not allowed.

8.2 Bringing of cooked food from outside is not allowed.

8.3 Storing, serving and consuming of alcoholic drinks/beverages is prohibited.

8.4 Smoking is prohibited in the Hall and Dining area including Bridal chamber, the residential rooms and toilet blocks.

8.5 Distribution of food to beggars in or around the Society's premises is not allowed.

8.6 Except with the prior written consent of the Society and on such terms and conditions as the Society may determine, no posters, signboards. Party flags or placards or banners can be displayed in any part of the building and compound walls of the Society's Premises.

8.7 Cooking and storing of food and eatables is not allowed except in the area earmarked and allotted as "Kitchen". Live coals shall not be placed on the tiles or floor of the kitchen. Piped Gas as provided by the Society shall be used and paid for separately by the user.

8.8 Blowing of trumpets and beating of drums causing annoyance and disturbance to the neighbourhood is strictly prohibited.

8.9 Bursting of crackers and fireworks display in and around the society's premises is prohibited.

8.10 Use of loudspeakers outside the Hall and playing of loud musical systems including (HIFI) is not allowed.

8.11 Parking of the Allottees/guests/invitees vehicle inside the Society's premise or on the lanes leading to the adjacent residential area is not permitted.

8.12 Dumping of rubbish or waste matter in the storm water drains or on any area in and around the society's premises is prohibited.

8.13 No food is to be served in the Hall. The dining Hall in the basement is to be used for this purpose. However, if the menu is cold drinks and ice-creams with only canapés, serving the same in the hall may be permitted.

## **9 OTHER TERMS :**

- 9.1 Interior decoration, furniture, extra lighting etc. shall be arranged by the allottee. However, the allottee shall be use the services of only interior decorators on the approved panel of the Society.
- 9.2 Catering including cooking shall be arranged by the allottee. As far as possible cooks of the caterer shall be used. However, the allottee is free to engage cooks of his own choice, but the allottee shall obtain coking vessels, serving vessels, eating plates, crockery, cutlery, etc. only from the decorators on the Society's approved panel. Ice cream and soft drinks shall be obtained only from the approved decorator. As fas as possible, the allottee shall engage the services of servers/waiters/cleaners only from the caterers. The society however reserves the right to empanel selected caters of repute conversant with different styles of cooking at its approved caterers. In such a case and after due notice the user shall be bound to use the services of a caterer from the panel of caterers approved by the Society.
- 9.3 Allottees, allottee's guests/invitees/staff will take proper care to keep the Hall, its passages and premises, equipments, utensils, vessels, items of decoration, electrical fittings etc. in a neat and undamaged condition. Any damage whatsoever caused shall be made good by the allottee as determined by the Society.
- 9.4 It will be the responsibility of the allottee to see that proceedings in the hall are conducted in a decent, orderly and peaceful manner. Allottees, allottee's guests/invitees/staff should not trespass in the property beyond the premises agreed for between the society and the allottee.
- 9.5 The allottee and he caterer shall keep the premises clean and neat so as to enable the new comer to use the premises without trouble. In Case it is found that the allottee/guests/caterers etc. have created so much litter and mess as to call fir special cleaning, especially water and drainage outlets, the allottee shall pay such additional cleaning charges as the Society may decide.
- 9.6 The allottee and the caterer shall strictly comply with the guest control laws and other laws in force from time to time.
- 9.7 Playing of only instruments such as Shehnai and Nadaswaram is permitted. Allottees should however ensure that playing of such instrument is restricted to 5.00 a.m to 10.00 p.m and does not in any case, cause a nuisance or disturbance to the neighbourhood.
- 9.8 The Society shall not be responsible for disruption in the supply of electricity or water.
- 9.9 The allottee shall get printed the full name of the hall on the invitation cards as follows :-

**Fine Arts Hasll**  
**Fine Arts Chowk, R.C. Marg (Near Flyover),**  
**Chembur, Mumbai – 400071.**

**Telegram : "FINEARTS"**

- 9.9.1 It is obligatory on the part of the allottee to submit two copies of invitation cards to the Society at least one week prior to the function.
- 9.9.2 The supervisor or the persons authorized by the society will have the right to inspect the premises for ensuring that there is no violation of the Society's rules.
- 9.9.3 The Society will not be responsible for any theft or loss of any of the belongings of the allottee's guests/invitees/caterers.
- 9.9.4 The Society will not be responsible for any injury caused to the allottee / staff/guests/invitees/caters in the event of any accident that may take place during the use of the Hall. The Hall will be used at one's own risk and responsibility.
- 9.9.5 Because of the need for adequate ventilation and for clearing smoke from Homams performed during weddings and upanayanams, the AC unit for the Hall, will be switched off during the performance of Homams/Havan.
- 9.9.6 If for added security, the allottee wishes to lock the residential rooms, the locks and keys shall be provided by the allottees.

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