

# WHEATSHEAF HALL COMMUNITY CENTRE

## TERMS AND CONDITIONS OF HIRE

### 1. Priorities for hire

Wheatsheaf Hall is provided for the benefit of residents of the local community. In hiring out the Hall we give priority to activities which directly benefit the community.

### 2. Equal Opportunities

Wheatsheaf Hall shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

### 3. Making a booking

If you want to hire the Wheatsheaf Hall, you can first check with the Letting Officer whether it is available at the time you want it. You must then fill in the Booking Form and send or take it to the Wheatsheaf Hall with the deposit and payment in full for the hire. The Booking Form must be received at least 21 days before the date of hire, unless other arrangements have been agreed. Your hire will be confirmed within 7 days via email or post.

The person named on the Booking Form as the Contact is personally responsible for ensuring that these Terms and Conditions are complied with in all respects. We refer hereafter to this person as **The Hirer**. The Hirer must be aged 21 or over.

Under no circumstances will bookings will be accepted for birthday parties for people aged 21 and under.

The Management Committee of the Wheatsheaf Hall Community Centre shall be jointly and severally liable with The Hirer for complying with this agreement.

### 4. Deposits

The deposit is in addition to, not part of, the hire charge. The amount you pay depends on which category you fall into which can be found on the hiring charge page of the Booking Form. It will be refunded to you no sooner than 7 days after the hire but may be retained by the Wheatsheaf Hall in the following cases:

- 4.1 If you cancel the hire less than 14 days' notice If you are in breach of any of these terms and conditions and the conditions of use;
- 4.2 If your hire causes damage to the premises or they require additional cleaning as a result of your hire;
- 4.3 If you have knowingly misrepresented a relevant fact (e.g. to secure a lower hire rate). In this case Wheatsheaf Hall may retain the deposit and cancel the hire.

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## 5. Refusal of Bookings

Wheatsheaf Hall will not be hired to any person or group, or for any purpose, which in the Hall's opinion is likely to bring discredit on the Hall. The Hall may cancel a regular booking without notice or compensation if The Hirer is in breach of any of these terms and conditions.

## 6. Cancellation of Bookings

### 6.1 Cancellation by you

If you wish to cancel your hire, you must inform us in writing. If you give more than 14 days' notice, Wheatsheaf Hall will refund you everything that you have paid. If you give less than 14 days' notice, Wheatsheaf Hall will repay the hire charge but keep the deposit.

### 6.2 Cancellation by the Wheatsheaf Hall

If the Wheatsheaf Hall has to cancel a hire for any reason, it will give you as much notice as possible and normally repay the deposit and the hire charge. However: if the cancellation is because of a breach of the terms and conditions, Wheatsheaf Hall may keep the deposit and any hire charges already paid for your booking within 14 days if the cancellation is because you have misrepresented a relevant fact, Wheatsheaf Hall may keep any money paid in respect of any hires to which that fact applies.

## 7. Unacceptable Actions Policy

Very occasionally, actions by people using our services can make it very difficult for us to deal with their enquiry or concern.

In a small number of cases the actions of some individuals become unacceptable because they involve abuse of our volunteer staff. We consider actions that result in unreasonable demands on our volunteers to be unacceptable. To be clear, there is a range of actions we consider to be unacceptable. These are:

- Aggressive or abusive behaviour;
- Unreasonable demands;
- Unreasonable levels of contact.

We reserve the right to refuse to hire our premises to people or groups who engage in this kind of behaviour or to cancel bookings made by those who fail to treat our volunteer staff in a courteous manner.

## 8. What is Covered in the Hire

The premises hired are part of Wheatsheaf Hall and comprise Hall, balcony, meeting room, semi-equipped kitchen for heat and serve only, toilets (including disabled toilet) and entrance Hall. Tables, chairs, cooker, microwave and fridge are provided by Wheatsheaf Hall. The Hall provides basic cleaning materials only. ***Sponges, scourers, cloths and other cleaning equipment are not supplied for hygiene reasons.*** The Hall does not provide crockery, glasses, or cutlery. Hot water urns may be used ***by prior agreement only.***

You may only use areas specified on your booking form and paid for at the time of booking.

## 9. Safety and Supervision

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- 9.1 The Hirer shall be aged 21 or over and be on the premises for the entirety of the period of hire;
- 9.2 When the premises are used for the purpose of public entertainment, there shall be a minimum of two supervising persons, neither of whom shall be less than 18 years of age;
- 9.3 When the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend, the number of the adult attendance required will be increased in line with Lambeth Council's policies;
- 9.4 No activities and groups involving children under the age of 8 or vulnerable adults will be permitted on the premises without the written permission of the Management Committee. All such activities must adhere to the provisions of the Children Act 1989. It is the responsibility of The Hirer to ensure that only fit and proper persons have access to young children or vulnerable adults and that such persons be at all times in attendance during the period of hire.
- 9.5 Hirers are required to bring their own First Aid box as no provision is made on the premises.

## 10. Licenses

You must complete our Alcohol Agreement if you intend to serve or sell alcohol at your event.

You must ensure that any licence including liquor, gambling, music or dancing licences required for the function be obtained from the relevant authority and that the premises are not used for any activities that require a licence unless the appropriate licence has been obtained. Copies of such licenses must be provided to Wheatsheaf Hall 14 days in advance of the period of hire.

## 11. Your Responsibilities as Hirer

You are responsible as The Hirer for ensuring that:

- 11.1 The numbers attending your activity do not exceed the permitted numbers. (These vary depending on the activity, you should first check with the Committee). No more than 200 people may use the hall on any occasion;
- 11.2 The premises are only used for the purpose for which they are hired;
- 11.3 You will indemnify the Wheatsheaf Hall against all losses, costs, damages and expenses resulting from any failure to obtain such licences or approvals or from any failure to comply with the same;
- 11.4 The behaviour of persons using the premises, whatever their capacity, does not disturb the common peace and is neither sexist, racist, homophobic nor is likely to cause another person any offence;
- 11.5 Persons leaving the premises during or following the hire shall do so in an orderly manner and in such a way as not to cause nuisance or other annoyance to owners of occupiers of the nearby premises;
- 11.6 No damage is caused to the premises, fixtures or fittings;

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- 11.7 The premises are left clean and tidy at the end of hire. This includes bagging all rubbish and leaving it in the bins outside the door to the kitchen. Wheatsheaf Hall will deduct a cleaning charge from the deposit if this is not complied with;
- 11.8 Children are adequately supervised at all times. No child under 12 is permitted on the balcony unless properly supervised and accompanied by an adult;
- 11.9 You are familiar with fire and evacuation procedures and ensure that your guests are familiar with them also;
- 11.10 You comply with health and safety conditions applicable to your activity;
- 11.11 Your activity does not break the law, including local licensing laws;
- 11.12 Your activity finishes promptly at the end of the agreed hire period;
- 11.13 No smoking is permitted in the building;
- 11.14 No animals (other than guide dogs) are permitted in the building.

## 12. Hours of Use

The hall is available between the hours of 0900 and 2300, Monday-Sunday. Under no circumstances may events continue in the Hall after 23:00.

## 13. Noise and Nuisance

Wheatsheaf Hall is situated in a residential area. It is your responsibility as Hirer to make sure that your activity does not cause levels of noise which disturb local residents. This makes it unsuitable for events where loud music is played. At the end of your activity the people attending should not cause noise or nuisance as they leave. This applies particularly to evening uses.

No music may be played on the premises after 2300 hours. Amplified music must not be played at a level greater than that permitted by the Local Authority, details of which can be obtained from the Environmental Health Department.

## 14. Prohibited Activities and Materials

The following materials are prohibited on the premises for any reason.

- 14.1 Gas canisters of any kind, including, but not limited to, helium;
- 14.2 Sticky tape, pins, nails etc. This is a Grade 2 listed building and decorations may only be attached using Blu Tac or similar;
- 14.3 Flammable liquids of any kind;
- 14.4 Candles may be used but only in candle-holders which adequately contain the flame;
- 14.5 Bouncy castles;
- 14.6 Drugs and other prohibited substances;
- 14.7 Offensive weapons;
- 14.8 Heating appliances;
- 14.9 Electrical equipment which has not been PAT tested;
- 14.10 Gambling, unless a license is obtained (see clause 9 above).

Failure to comply with this clause will invalidate your booking and **your deposit will not be returned.**

## 15. Insurance

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Regular users are required to supply evidence of satisfactory insurance cover for their activity.

## 16. Other conditions

Wheatsheaf Hall reserves the right to add further conditions relevant to your activity. These will be notified to you in the confirmation letter.

## 17. The Hirer Agrees:

- 17.1 To pay a deposit as shown on the Hiring Charges Sheet upon acceptance of the hiring application by Wheatsheaf Hall;
- 17.2 To pay the full hiring charge not less than 28 days before the date of hire;
- 17.3 To ensure that he or she or some other person is authorised in writing by him/her is present throughout the period of hire;
- 17.4 To ensure that the responsible person does not leave the premises at the end of the period of hire until the key holder attends to secure the building or, by prior arrangement, the keys are returned to the key holder;

NOTE: The Hirer may provide Wheatsheaf Hall in advance with a list of those persons who will be responsible during the period of hire.

- 17.5 To ensure that the premises are not used for any other purpose other than stated on the Booking Form;
- 17.6 To ensure that members of the management committee or staff are allowed access to the premises at all times during the period of hire;
- 17.7 To compensate Wheatsheaf Hall for any damage caused;
- 17.8 To compensate Wheatsheaf Hall or any member of staff should any theft occur of any items during the period of hire or as a result of a breach of this agreement;
- 17.9 To ensure that the fire apparatus on the premises is not interfered with;
- 17.10 To ensure that at no time during the period of hire is any emergency exit from the premises locked or obstructed;
- 17.11 To take all proper precautions for the prevention of accidents to any person on the premises during the period of hire;
- 17.12 To take proper steps to control admittance to the function and ensure that there is no intrusion or hindrance to any other event taking place elsewhere in Wheatsheaf Hall;
- 17.13 To ensure that activities for which the premises are hired cease in time to enable all people to leave the premises and all apparatus concerned with the hire be removed and the premises cleaned and tidied by the time for completion of the hire on the Booking Form;
- 17.14 That no public announcement of any function proposed to be held shall be made until the hiring charge has been paid in full and the application has been accepted by Wheatsheaf Hall;
- 17.15 Employees and members of the Management Committee of Wheatsheaf Hall are not authorised by Wheatsheaf Hall to assist The Hirer in the organisation of any function held on the premises or to accept the safe custody of any money or goods;

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- 17.16 That he/she has inspected the premises and he/she is satisfied that they are suitable for the purpose for which they are hired;
- 17.17 In the event of any breach of the above conditions or in the event of a misrepresentation on the Booking Form or any material omission from the form whenever discovered, the hiring may be cancelled without prior notice in the absolute discretion of Wheatsheaf Hall and any charges paid, including the hiring charge, may be forfeit;
- 17.18 Staff and Management Committee members of Wheatsheaf Hall have delegated authority to act on the Centre's behalf in relation to matters under this agreement;
- 17.19 The Hirer shall adhere to the Equal Opportunities Policy of Lambeth Council.

## **18. Wheatsheaf Hall Reserved Rights and Liabilities**

- 18.1 Wheatsheaf Hall shall not be responsible or liable for any damage to loss of property, articles, or things left or placed on the premises by The Hirer;
- 18.2 Wheatsheaf Hall reserves the right to allow the use of other parts of the Hall during the period of hire and to allow common use of the entrance Hall and toilets;
- 18.3 Wheatsheaf Hall reserves the right to cancel this agreement for any good reason beyond its control and in that event to return all fees paid to The Hirer;
- 18.4 If the full hiring charge is not paid as required, Wheatsheaf Hall may, without prior notice, cancel the hiring and retain the deposit unless Wheatsheaf Hall is satisfied that there is good reason why the full charges were not paid or if Wheatsheaf Hall receives another application for the hire covering the same period and suffers no loss of income;
- 18.5 Wheatsheaf Hall reserves the right to allow the use of other parts of Wheatsheaf Hall during the period of hire and to allow common use of the entrance Hall and toilets.
- 18.6 Wheatsheaf Hall reserves the right to

**I have read these Terms and Conditions and agree to be bound by them.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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**I require a license to serve or sell alcohol and have completed the relevant form.**   
*(please tick)*