

North and South Arden Tenant Management Organisation Ltd

COMMUNITY HALL STANDARD CONDITIONS OF HIRE

During the hire period the hirer is responsible for the supervision and care of the premises, its fabric and its contents. They are responsible for the behaviour of all persons using the premises including proper supervision of car-parking arrangements, so as to avoid obstruction of the estate, and noise levels, including when entering and leaving the premises.

The hirer shall not use the premises for any purpose other than for the purpose of hire described on the hire agreement.

- They shall not sub-hire
- They will not use the premises for any unlawful purpose or in any unlawful way

The sale of any alcoholic beverage is prohibited on or near the premises.

The hirer shall not use the premises for public meetings where the matters for discussion are in the opinion of the North & South Arden TMO, obscene, sexist, homophobic, racist and offensive.

The hirer accepts responsibility for injury to persons and for loss or damage to any property arising from the hire.

If a group or organisation: the hirer confirms that public liability insurance cover is held with a reputable insurance company for a sum of not less than £2 million.

If the hirer is working with children and you people they must provide evidence of professional certificates, qualifications and DBS checks.

If license permissions and consents are needed the hirer is responsible for getting them and abiding by their conditions.

If the hirer is used for a regulated entertainment the hirer shall comply with the regulations of the Fire Authority, Local Authority, the Local Magistrates Court and Police Authority.

The hirer shall indemnify the North & South Arden TMO against all loss damage liability claims, or threatened claims, arising from the Hire Agreement. The hirer shall reimburse for all repair costs resulting from damage to any part of the premises that occurs during the hire period, or as a result of the hiring.

The hirer must ensure that all persons involved in the hall hire comply with all terms and conditions and provisions of this agreement. The hirer shall be responsible and liable for any failure or non-compliance.

If the hirer cancels the booking before the hire period and there is no replacement booking, North & South Arden TMO is not obliged to refund or waive all or part of the hire fee.

North & South Arden TMO reserves the right to cancel a booking if the hall is required for use as a Polling Station, for a Parliamentary or Local Government election or bye election. In such cases the hirer will receive a full refund of monies paid.

At the end of the hire, the hirer shall be responsible for leaving the premises and the neighbouring areas in a clean and tidy condition, with the premises properly locked and secured. Any contents temporarily moved from their usual positions must be properly replaced. All equipment brought into the premises for use during the hire period must be removed at the end of the hire. Failure to meet any of these conditions could lead to the loss of the hirer's deposit.

Noise

Except when exiting the hall, or for safety reasons, all doors and windows should be closed and secured at the end of the hire. These should be closed by 22.30 hours if amplified or live music is being played in the hall.

The hirer will monitor both the internal and external noise levels during the event and periodically check if it is causing a disturbance to the hall's neighbours. This can be done by a person standing outside the nearest residential premises to make sure the music level is barely audible before 22.30 hours and completely inaudible after 22.30 hours.

Loudspeakers or portable sound equipment must not be used outside the premises at any time.

To minimize disturbance by people leaving the building the hirer will encourage everyone to leave quietly and not to loiter in the area outside the community hall.

Timings

The Community Hall is available from the time shown on the contract. Please advise if you require any additional time.

Hirer Responsibility

No advertisement, notice, sign, decorative flag, emblem or device referring to the group may be attached to or displayed in or about the interior of the hall without prior approval of North & South Arden TMO. The same applies for outside advertisements.

Nothing shall be affixed to floors, walls, ceilings or columns by screws, nails, drawing pins, tape or any other means, or be suspended from the roof or ceiling of the room, without prior permission.

The hirer remains responsible for any damage caused by their guests, whether in the hall or in any part of the public areas. The hirer must make good, or pay full restitution for the making good, of any material damage to the building, the furniture, the fixtures or equipment.

North & South Arden TMO Responsibility

North & South Arden TMO will not be liable for any resulting damage suffered by the hirer relating to industrial action, fire, flood, power failure, government regulations or any other disaster beyond its control.

The hirer agrees to abide by the Standard Conditions of Hire (an understanding of which the hirer hereby acknowledges.

In the event of the Standard Conditions of Hire being varied before the date of the event North & South Arden TMO agrees to notify the hirer of the variation. If the changes make it impracticable for the hirer to use the hall then they will have the opportunity to terminate this contract, and receive a full refund.

TERMS AND CONDITIONS

We are pleased that you have chosen the **Regan Way Community Hall** to hold your event. Below we have listed the terms of our agreement. We are mindful that requirements can change when organising an event; we have therefore attempted to offer you as much flexibility in these terms as possible.

Confirmation by the Hirer

All bookings are provisional until the contract is signed by the hirer. Once the contract is signed the hirer will be subject to the terms and conditions of the contract.

A deposit is required on confirmation of the booking agreement in order to guarantee and secure the booking. The full hire charge is payable seven days prior to the event date. The deposit will be returned within 14 days, unless the North & South Arden TMO receives complaints about the event, or if the hirer fails to rectify any damage caused to the venue because of the event. In such cases the deposit will not be returned. North & South Arden TMO may also charge the hirer for the cost of the damage if that cost is above the deposit.

North & South Arden TMO reserves the right to release the provisional booking if the agreement is not signed and/or the deposit is not paid.

The hirer is aware of the venue capacity, acknowledges it and complies with it.

The hirer may be permanently barred from the use of the hall if they do not comply with these terms and conditions.

Cancellation by the Hirer

In the unfortunate event that you have to cancel or postpone your confirmed booking North & South Arden TMO will withhold the hall hire fees according to our sliding scale:

- 1. 7-12 days prior to hire date = 50% of contracted hall hire charges, deposit returned in full.
- 2. 3-6 days prior to hire date = 75% of contracted hall hire charges, deposit returned in full.
- 3. 2 days or less prior to hire date = 100% of contracted hall hire charges, deposit returned in full.

Written confirmation of any cancellation is required from the hirer. For bookings over several days, cancellation terms will be calculated from the start date of the event.

Payment

If payment is to be made by bank transfer, the hirer is responsible for any bank transfer charges incurred (bank details available on request).

Deposit

The main hall, kitchen, toilets and public areas must be left in the same condition as upon arrival. If they are not North & South Arden TMO will retain the deposit.

In the event of any complaints about noise during and after the event the full deposit will be withheld.

Cleaning

The main hall, kitchen, toilets and public areas must be left in the same clean condition as upon arrival

Charges:

Day hire for hirers who do not live on the Arden Estate: £250 booking fee plus £175 deposit (deposit returned 14 days after the event providing the hall is left in the same condition as found).

Day hire for hirers who live on the Arden Estate: £200 booking fee plus £150 deposit (deposit returned 14 days after the event providing the hall is left in the same condition as found).

Hourly hire for hirers who do not live on the Arden Estate: £43.75 per hour plus a deposit of £15 per hour (deposit returned 14 days after the event providing the hall is left in the same condition as found).

Hourly hire for hirers who live on the Arden Estate: £35 per hour plus a deposit of £15 per hour (deposit returned 14 days after the event providing the hall is left in the same condition as found).

Hourly hire can be booked for up to 4 hours and then the daily rate will apply.

Discretionary Rate

If the hall is hired for 4 hours or less the charge for all users is £20 per hour plus a deposit of £10 per hour (deposit returned 14 days after the event providing the hall is left in the same condition as found).

If the hall is hired all day the discretionary rate applies only to estate residents (£115). Non-residents should still be charged £250. This also applies to funerals.

Discretionary rate to be used for sensitive occasions e.g., funerals, community groups who cannot afford the full rate and groups who have been long term users of the hall. It will not normally apply to weekend bookings.

New Year: Rates to be doubled

Event Billing Instructions:

All Hire fees and deposits must be paid in advance of hall hire.

Full payment is required seven days before the event.