

Acton Gardens Community Centre

Standard Conditions of Hire



1. Use of centre

- 1.1 Use of the community centre and its facilities is subject to the following rules and, in the case of the Hirer, to the conditions incorporated in the hiring agreement.
- 1.2 When visiting the centre please be advised to sign in and out using the available visitor's log and/or attendance register where required.
- 1.3 Face covering is advised if necessary and as a matter of personal preference when in and around the community centre.
- 1.4 All visitors are kindly requested to continue to observe social distancing where possible.
- 1.5 Visitors are advised to use the hand sanitisers provided and hirers must encourage hand hygiene.
- 1.6 **Hirer MUST provide risk assessment, including Covid-19 measures prior to using the centre.**
- 1.7 **Hirers are advised to stick to their capacity guidelines to ensure adequate health and safety and to observe social distancing where possible.**
- 1.8 **Hirers are advised to plan activities and bookings which ensure capacity numbers are adhered to.**
- 1.9 These standard conditions apply to all hiring of LDT's (London Development Trust) premises. If the Hirer is in any doubt as to the meaning of any of the following, Centre Management staff should immediately be consulted.
- 1.10 The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 1.11 **Your booking MUST be restricted only to the room paid for (excluding the social areas), if any other areas of the centre are used without prior consent a £50 charge will be retained from your deposit.**
- 1.12 All Hirers who wish to book the centre on the weekend must hire any room for a minimum of 4 hours for private hire and public hire. During the week, the minimum hire is 2 hours after 5.00pm.
- 1.13 Please note that we do not allow bouncy castle on the premises.
- 1.14 Due to special flooring in rooms 1 and 2, stiletto shoes are not permitted.
- 1.15 **Please note, there are NO PARKING facilities onsite, hirers are to make their own arrangements.**
- 1.16 Please note, no animals are permitted onsite except for guide dogs.
- 1.17 Please ensure no paper towels, nappies or sanitary disposables are flushed down any of our toilets, please use bins provided.

2. Activities/Events

- 2.1 **In accordance with government guidelines, the centre is open for events.**

3. Age

- 3.1 The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

4. Maximum Capacity

- 4.1 Room capacities have been reviewed to ensure the health and safety of users. The figures showing on each of the room should on account be exceeded.

ROOM	MAXIMUM CAPACITY	
	SEATED	STANDING
MAIN HALL	120	130
ROOM 1	30	35
ROOM 2	30	35
ROOM 1 & 2 COMBINED	60	70
KITCHEN 1	NA	6
KITCHEN 2	NA	6
SOCIAL AREA	20	20
1 st floor SOCIAL AREA	12	12

5. Centre Opening Hours

- 5.1 The Centre Office current normal hours are from 9am to 5pm weekdays. Outside these hours, a centre worker will be onsite. Please note due to the current public health crisis the centre reserved the right to operate a flexible opening and closing time. Please check timings with reception before making your booking.
- 5.2 The Centre is not usually available to hire on Public Holidays. Hirers will be informed of availability before making their booking.
- 5.3 The Centre will be open and closed for private events/public events as per the agreed booking times of the hire agreement on the booking form completed by the hirer.
- 5.4 The Centre must be by the terms of its lease and in consideration of Insurance be closed no later than 11pm Monday to Saturday and 9pm on Sundays. **If a hirer stays beyond this time, they will lose their deposit as per the centre managers' discretion.**

6. Security Procedure

- 6.1 A Centre worker will be responsible for opening and closing the Centre for Hirers outside of normal office hours. **The Hirer is not permitted to enter their hired room outside of their allocated hours.** Any breach of these conditions may lead to further charges to the Hirer and may cause the end of the Hirer's right to use the Centre.
- 6.2 Hirers using the Centre outside normal office hours must ensure that no unauthorised persons are admitted into the Centre. The Hirer and the Centre worker are responsible for ensuring that all windows and doors in the room they use are securely locked before leaving.
- 6.3 CCTV will operate at the Centre and in the immediate external areas.
- 6.4 Visitors to the centre must leave promptly at the end of their event or activities. No waiting is permitted on the premises.

7. Booking start and finish times

- 7.1 The Hirer must be aware of start and finish times of their hire and must not exceed them. If you arrive late for your

booking **this time will not be added to your agreed finish time.**

- 7.2** **The Hirer must include the time needed for set up and clear down prior to and after the event in their booking.** Your event must start and finish of the allotted time you hired for. For example; 2-9.30pm, if you need an hour to set up, you need to include this in your booking. Failure to do so will mean the Centre cannot guarantee you this time.
- 7.3** In relation to 6.2, all music must be switched off **One Hour** before your event finishes, to ensure that vacating and packing of your event can be done on time. I.e. event finished at 9.30pm, music must be off by 8.30pm, same for earlier events; if they finish at 8pm, music must be off by 7pm.
- 7.4** **If the Hirer has not vacated the building by the agreed time, this will result in further charges and may result in a loss of their deposit.**

8. Applying for use of the Centre

- 8.1** All bookings for a facility within the Centre must be made to Centre Management staff, by filling out and signing the Centre's appropriate booking forms. All bookings are at the discretion of LDT (London Development Trust).
- 8.2** The Hirer, having signed the form, undertakes to comply with the Hire Agreement. Completion of the application does not necessarily mean approval will be given. Approval will be given in writing once a deposit has been accepted by Centre Management staff.
- 8.3** We advise all Hirers to book as far in advance as possible to maximise the chance of the Centre being available for hire.
- 8.4** The Hirer will only be able to use the Centre at the agreed time and **must arrive no earlier than 15 minutes beforehand.** If their hire times need to change, the Hirer must notify Centre Management staff who will update their fees accordingly.
- 8.5** LDT LONDON DEVELOPMENT TRUST reserves the right to refuse an application where the Centre cannot accommodate the requirements of the Hirer; or the activities are considered a risk to the public order; or the Hirer's use would risk alienating existing users or the local community.
- 8.6** Until the appropriate booking form has been signed and deposit given, bookings cannot be guaranteed.

9. Applying for regular use of the Centre

- 9.1** Regular use is defined as booking at least ten dates at regular intervals (to be called 'Regular Hirer' in this document).
- 9.2** All Regular Hirers can block book dates for a maximum of 3-month periods. 3 weeks before the last booked date, the regular hire user must get in contact should they wish to block book a further 3 months. They must send a completed booking form along with any other documents that are necessary via email or letter. We will confirm in writing via email or letter should we accept the next set of blocked booked dates.
- 9.3** Please note that regular hirers are required to pay **one-month security deposit and one month rent in advance.**
- 9.4** **Please note that a monthly cleaning charge will be added to your invoice, this will be calculated depending upon the frequency of your regular bookings.**
- 9.5** We do ask all regular hirers to be flexible when they can be regarding times and dates for their bookings.
- 9.6** The centre does not offer storage facilities, but where the centre has made reasonable accommodation - items will be stored at owners' risk.
- 9.7** From time to time, Centre Management staff will review Regular Hirers' activities and reserve the right to stop bookings immediately where either the Hire Agreement has been broken, or the activities of the groups no longer relate to the aims and priorities of the Centre. Full reasons for a decision will be provided to the Hirer who will have an opportunity to appeal the decision with the LDT LONDON DEVELOPMENT TRUST CEO whose decision is final.

- 9.8 Regular hirers are advised to continue to keep a detailed log of people attending their sessions; This requirement is to help with information sharing where necessary.
- 9.9 Hirers must wipe tables, chairs and any equipment used after their sessions.

10. Cancellations

- 10.1 LDT reserves the right to cancel bookings when required for use as a Polling Station; or when in the opinion that the state of the facility is such that it is not safe or unfit for the intended use. In this event, the Hirer will not be charged, and fees paid in advance will be refunded.
- 10.2 LDT reserves the right to cancel any booking made when the same is required for reasons of national or district emergency. In the event of this occurring, any hire charge will be returned in full, but the Centre will not be liable for any loss incurred by the Hirer.
- 10.3 The Hirer hereby agrees to accept the decision of the Centre and to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.

11. Payments

- 11.1 **To guarantee their booking, the Hirer must pay a deposit (see 12).**
- 11.2 **Hirers undertake to pay in advance for all bookings made by them or on their behalf. Hirers will receive written notice to pay the full fee of their booking within 14 days or 30 days as agreed after receiving the deposit to confirm your booking. This must be paid before the due date of the invoice.** LDT reserves the right to cancel a group's use of the Centre if fees are not paid within this timeframe.
- 11.3 We accept cash and BACS transfers.
- 11.4 Unfortunately, we are not able to accept any payments made by cheque.
- 11.5 Prices are correct at time of print but may be subject to change. We do not charge VAT.
- 11.6 Regular Hirers will be invoiced monthly, unless agreed otherwise with Centre Management staff.
- 11.7 **Please be advised that a monthly late fee of 7% of the total amount due will be charged on overdue payments. Payments are considered overdue when they are submitted more than 30 days after this invoice is issued.**

12. Deposit

12.1. The purpose of a deposit is to cover unexpected damage and eventual cleaning costs as a direct result of a Hirer using the Centre. The deposit values can be found below (correct at June 2023).

ROOM	DEPOSIT
MAIN HALL	£200
ROOM 1	£100
ROOM 2	£100
ROOM 1 & 2 COMBINED	£200
KITCHEN 1	£100
KITCHEN 2	£100

SOCIAL AREA	£100
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12.1.1 A booking is not confirmed until the deposit is paid in full, for any Hirer using the Centre. Arrangements will be made for the refund of the deposit on receipt of advice that the Hirer no longer needs the space and providing the terms of this Agreement have been upheld.

12.1.2 **Deposits refund:** The deposit will be refunded within 30 days after the hirer provides their bank details, this will be dealt by the accounts departments of LDT.

13. Cancellation Fees

13.1 Hirers must advise Centre Management staff in writing no less than 1 month prior to any cancellations to their bookings. Less than 1 months' notice will result in full or partial loss of the total booking fee. This will be calculated by the length of time between the event date and the cancellation notification, as follows:

- A. If less than one month (30 days), 10% of the total cost of the function
- B. If less than two weeks (14 days), 50% of the total cost of the function
- C. If less than one week (7 days), 100% of the total cost of the function

13.2 Enforcing the cancellation fees is up to the discretion of Centre Management

14. Hire Charges

14.1 The charges for the use of the Centre are subject to change. A table of charges can be found below (correct at February 2023).

Hire rate for Acton Gardens Community centre 2023		
Hourly rates	Private Events Closed to the public - i.e. private parties, company events/conference, meetings, closed training/workshops	
	Mon – Fri	Sat / Sun
Main Hall *	£100.00	£110.00
Room 1*	£35.00	£40.00
Room 2*	£35.00	£40.00
Room 1 & 2 combined	£55.00	£65.00
*Social Area - Downstairs	<p>The social area can be booked at an extra charge of: £40 when booking the main hall £25 when booking room 1 & 2 combined £20 when booking room 1 or 2 Please note that a charge of £50 will be applied if the social area is used without prior consent.</p>	

Social Area – 1st Floor	£20.00	Restricted Use
Kitchen	£35.00	£40.00
Please note the use of the kitchen is included free of charge when booking the main hall or room 1 & 2 combined. Please note that this is not applicable for complimentary bookings.		
	*Charity organisations can apply for 15% discount on private events	
	*Acton Gardens residents will receive 20% discount; proof of residency is required * Acton Gardens residents (Social Housing Tenants) will receive 25% discount; proof of government benefits entitlement is required. NOTE: These discounts are mutually exclusive and cannot be combined.	
	*Deposit of £200 for the Main Hall and £100 for other rooms	
Please note that use of the centre exceeding the booked times will incur a 50% additional hourly cost.		

- 14.2** Hire charges are calculated on an hourly basis. The pay scale determines hire charges per hour according to weekday/weekend bookings and the type of Hirer using the Centre.
- 14.3** The booking forms require information which will ascertain the type of Hirer booking the Centre. This includes (not exclusively) the most recent turnover of an organisation. Centre Management staff reserve the right to request additional information.
- 15. Additional Services – Price List**
- 15.1** The use of chairs and tables is inclusive of hourly hire rates.
- 15.2** The charges for the use of additional services are subject to change. A table of charges can be found on your booking application or provided by a member of staff on request.
- 16. Discounts**
- 16.1** Discounts are subject to change. Any additional discounts or negotiation of hire charges are up to the discretion of Centre Management staff. Such as the 20% Acton Gardens Discount and 15% Charity Discount.
- 16.2** Discounts are mutually exclusive and cannot be combined.
- 17. Operating Procedures**
- 17.1** LDT is not liable for damage to or loss of equipment or belongings of the Hirer.
- 17.2** The Hirer must ensure that:
- 17.3** No lights or lighting fixtures are interfered with in any way.
- 17.4** All decorations including flowers and all equipment other than equipment provided by the Centre must be removed by the end of the event unless an arrangement has been made with Centre Management Staff prior to the booking.
- 17.5** No damage is caused to the building or any property, equipment, fixtures, fittings and art work contained within the building.

- 17.6 The Hirer must treat other Centre users with respect including others' equipment and belongings.
- 17.7 The Hirer must promptly report all breakages and damage to Centre Management Staff so that repairs/replacements can be made.
- 17.8 Compensation for damage caused by a Hirer will be required.
- 17.9 Children must be supervised by an adult always while in the facility.
- 17.10 The Hirer is responsible for dealing with any spillages during the time of the hire.
- 17.11 The use of highly flammable materials, including candles, tea lights, and gas catering gel lighter hobs is prohibited.
- 17.12 All emergency exit doors and passageways MUST be left clear at ALL times.
- 17.13 No drugs or illegal substances are to be consumed or brought onto the premises. Anyone found to be using such substances or conducting illicit activities will be removed from the facility, lose their deposit and booking fees, and be reported to the Police.
- 17.14 No food or drink may be taken out of the premises to consume outside.

18. Set up and Cleaning

- 18.1 Hirers are required to set up for their event, however, we offer a set up service at the following costs: Main hall £35, Room1 &2 combined £20, Room 1 or 2 £15.
- 18.2 Please refer to section 14 Hire charge for more information on cleaning charge.
- 18.3 The Hirer is responsible for setting up their own equipment and where necessary to set up equipment owned by the Centre, if previously agreed. It may be possible to negotiate assistance from Centre Management staff where needed. Hirers should indicate their specific equipment, furniture and set up requirements on their booking form.
- 18.4 The Hirer is responsible for leaving the space they use in a clean and tidy state. This includes:
 - 18.5 Placing all rubbish in the bins provided.
 - 18.6 Putting all tables and chairs away into the storage area in a clean and tidy state.
 - 18.7 Rubbishing or taking away any food items left in the kitchen.
 - 18.8 Any equipment belonging to the Centre must be safely returned to Centre Management staff.
 - 18.9 Only Blue Tack and Sellotape are permitted for decoration use, no pins, tacks, staples or nails may be used.

19. Supply of alcohol

- 19.1 Alcohol may not be provided or consumed at the Centre without prior written permission of Centre Management staff.
- 19.2 **Our alcohol policy states only Beer and Wine** may be consumed on the premises, this means that no spirits, liquors or cocktails may be on site. **An alcohol waiver will need to be signed during the booking process.**
- 19.3 The Hirer must not allow the sale of alcohol under any circumstances on the Centre premises. This includes transactions of any sort using coupons, vouchers, or entry tickets.
- 19.4 The Hirer is fully responsible for their guests if they are supplying alcohol on the premises.

19.5 No drinks, glasses or food should be taken out of the premises at any time.

20. Music and noise

20.1 Noise must be kept to a reasonable level. The Hirer is responsible for noise levels when guests are entering and leaving the building. Centre Management staff reserve the right to request Hirers to turn music down if they believe it is above a reasonable level. **Where the Centre receives complaints about noise, the Hirer concerned will be liable to lose their deposit and prevented from hiring the Centre again.**

20.2 We permit the use of the centres own sound system which must be placed at the top end of the Main Hall to direct sound downwards and not in the line of the doors.

20.3 If hirers are using the services of a DJ, entertainer or any persons who wish to use their own equipment they must be informed by the hirer that we **only permit the use of the Centres sound system**. They may bring along their own mixer or cables.

20.4 The doors to the Main Hall must remain closed and not wedged open throughout your event to prevent sound travelling outside.

21. Kitchen usage

21.1 Please note the kitchen may be used for free when booking the Main Hall or Room 1 & 2 combined. This is not applicable for complimentary bookings.

21.2 All Hirers who are booking the kitchen and not the Main Hall must pay full kitchen rates.

21.3 Hirers who intend to book the kitchen must read the LDT LONDON DEVELOPMENT TRUST Food Safety Policy. This is available from Centre Management staff or the LDT LONDON DEVELOPMENT TRUST website. Please ensure that you understand this and communicate it to your other kitchen users.

21.4 Distributing food to members of the public is done by the Hirer at their own risk.

21.5 Ensure that no fats, oils or grease is poured down the kitchen sink.

22. Health and safety

22.1 We advise that all Hirers to read the LDT LONDON DEVELOPMENT TRUST Health and Safety Policy. This is available from Centre Management staff. The main points for Hirers to be aware of are:

22.2 A Fire Marshal will be onsite in the building at all times.

22.3 A Risk Assessment Summary for the building can be found in Schedule 2. As part of their booking, all Hirers are responsible for their guests being aware of this.

22.4 Regular Hirers must provide Centre Management staff with a risk assessment for their specific activity.

22.5 Face covering is advised if necessary and as a matter of personal preference when in and around the community centre.

22.6 Visitors are advised to use the hand sanitisers provided and hirers must encourage hand hygiene.

22.7 Hirers are advised to stick to their capacity guidelines to ensure adequate health and safety and to observe social distancing where possible.

23. Safeguarding children and vulnerable adults

- 23.1** Any Hirer using the Centre for activities with children, young people or vulnerable adults must provide Centre Management staff with evidence of their suitability to work with such groups. This includes DBS checked staff and relevant policies.
- 23.2** Our Safeguarding children and vulnerable adult's policy is available from the LONDON DEVELOPMENT TRUST website.
- 23.3** Children must be supervised at all times by the Hirer and must not be left unaccompanied while waiting for activities to begin.

24. Smoking policy

- 24.1** **All inside facilities at the Centre are no smoking areas.**
- 24.2** All Hirers are advised that smokers should limit their time outside the building and keep noise to a minimum while the event is taking place. Please use cigarette bins to dispose of cigarettes. Non-compliance with this policy may result in a loss of deposit and the person or organisation being refused future use of the Centre.

25. Insurance

- 25.1** The Centre is insured against any claims arising out of its own negligence.
- 25.2** All Hirers are responsible for making arrangements to insure against any third-party claims which may be taken against them or their organisation while using the facilities. Regular Hirers will be required to show proof of necessary insurance cover before hire is approved.

26. Storage

- 26.1** The Centre can provide limited storage with the agreement of Centre Management staff. Items are left at the user's own risk. Items not cleared within two weeks of a request to move them will automatically be removed. There will be a charge for this.
- 26.2** Hirers may store small amounts of non-perishable goods within kitchen cupboards in agreement with Centre Management staff. They do so at their own risk.

27. Loss and damage to property

- 27.1** The Centre does not accept responsibility for the loss or damage to Hirer's property.
- 27.2** Loss or damage to the Centre's property including any artwork, caused by the Hirer must be paid for by the person or organisation concerned.

28. Complaints

- 28.1** A complaint form is available from Centre Management staff. Any complaint should be addressed to Centre Management staff in the first instance, who will provide a response within one week. If not satisfied with the response, the complainant should refer to the LDT LONDON DEVELOPMENT TRUST Complaints Procedure Policy which is available on the LDT LONDON DEVELOPMENT TRUST website or from Centre Management staff.

29. Photo permission

- 29.1** The Hirer agrees to allow LDT LONDON DEVELOPMENT TRUST to take photos of the Hirer's activities within the building unless prior exemption from this clause has been requested. Photos will be used for the express purpose to advertise specific activities taking place to the local community, or services offered by the Acton Gardens Community Centre. These photos may be used on the LDT LONDON DEVELOPMENT TRUST website, newsletter, emails, and other social media.

- 29.2 Photos will only be taken by the centre where prior consent has been gained from the specific hirer.
- 29.3 It is the responsibility of the Hirer to seek delegate permission and let them know photos may be taken.
- 29.4 We will ensure that signage is displayed around the building to raise awareness of this

Schedule 2: Centre Risk Assessment - Summary Existing Controls

1. Slips & Trips

- Cabinet doors and drawers kept closed when not in use
- Clear fire exit route is maintained at all times
- Any damage to flooring to be reported to Centre Management staff immediately
- Regular cleaning of the floors, including stairs
- Appropriate lighting levels including stairs

2. Fire

- Fire Risk Assessment for the building
- Smoke detection throughout the building
- Fire evacuation procedures carried out by staff
- No flammable materials used or stored
- Regular fire drills carried out
- Fire alarm tested weekly
- Fire escape routes kept clear at all times and exits clearly marked
- No smoking policy maintained
- Fire extinguishers provided and accessible at all times
- Portable heaters and fans switched off at night

3. Electric shock; Scalds/burns; Food poisoning; Rodents/vermin

- Kitchen equipment tested to Council approved frequencies
- Regular cleaning of kitchen areas, fridges, etc
- Daily disposal of food waste and food kept in appropriate cupboards or fridges
- HACCP which outlines how food risk is managed in the Centre

4. Falling materials from insecure stacking or storage

- Adequate storage space/shelving provided including low level storage

5. Electric shock or faults

- All equipment purchased meets EC standards
- Portable appliance testing carried out at Council approved frequencies – items labelled with last test date – and by approved contractors.
- Staff not to attempt any electrical repairs themselves but to report problems
- Extension leads must not be plugged into other extension leads

6. Unauthorised entry

- Members of the public not allowed in staff areas unless they are an invited visitor
- Visitors to be accompanied at all times

29. Agreement and Signature

I hereby confirm that I agree to adhere to all of Acton Gardens Community Centre's terms and conditions as detailed in this document.

Name:

Acton Gardens Community Centre Terms and Conditions – Rooms (June 2023)

Signature: Date: