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## Venue Hire Policy

Please read this policy alongside our separate Covid-19 terms and conditions.

### **Important Notes:**

Waltham Forest Community Hub (the Organisation charity number 1118523) recognises the right of people to express their opinions and views, but is equally committed to ensuring that such expression does not in any way shape or form harm the dynamics and considerable levels of diversity with regards to race, gender, sexuality, religion/belief and age that constitute the basis of our communities.

All bookings must at all times be supervised by a sufficient amount of competent adults. Failure to control your booking will result in your full deposit being kept by the Organisation. Any additional costs incurred by the Organisation will be invoiced for and must be paid.

The hirer is responsible for ensuring their guests vacate responsibly and quietly by the end of the booking time. The hirer must stay on the premises until all guests have vacated. Failure in doing so may lead to a part of the deposit being kept.

The hirer will ensure that the centre is left in a way which was agreed upon and will ensure to leave at the agreed time. Failure in doing so will result in the full or partial deposit being kept.

**Effective Date of Policy: 1<sup>st</sup> August 2021**

**Review Date: 31<sup>st</sup> October 2021**

## 1. Bookings

- 1.1 The Organisation reserves the right to turn down any booking enquiry that may conflict with the Centre's policies. An explanation will neither be required to be given by the Organisation nor expected to be received by the customer.
- 1.2 The minimum period of hire shall be **6 hours** for one-off bookings.
- 1.3 A refundable deposit of **£500.00 per day of hire**, shall be payable at the time of booking. Any damage to the property and / or equipment or the breach of any clause found in this policy shall be deducted from the deposit. Deposits are returned by **cheque**. Please allow up to ten working days from the date of the function for refund of your deposit. Please note that if there is damage or these terms and conditions are not followed, the deposit will not be returned. The management will discuss the need for a deposit for regular bookings, this will depend on the nature of the booking.
- 1.4 The hirer will ensure that all utensils or equipment belonging to them are removed at the end of the hire period. The Organisation does not accept any liability for loss or damage to any personal property belonging to the hirer or their guests/attendees on the premises. Any goods left behind after a booking will be charged a penalty of **£30** per day storage fee.
- 1.5 The hirer will only be allowed to use the hall/room/kitchen during the agreed times specified on the booking form. Any extra time on the premises before or at the end of the agreed time will be charged at the prescribed rate by the hour. Set-up/clear up time for regular bookings will be agreed at the time of booking.
- 1.6 The hirer is responsible for ensuring their guests vacate responsibly and quietly by the end of the booking time. **The hirer must stay on the premises until all guests have vacated.** Failure in doing so may lead to a part of the deposit being kept.
- 1.7 The hirer for all bookings, is responsible for setting up the furniture and returning it to its designated place within the agreed booking time.
- 1.8 The max capacity of the building is **150 people** (seated) the hirer must ensure that this number is not exceeded. Capacity of rooms are – Room 1 – 10 people; Room 2 & 4 – 25 people; Room 3 – 20 people. **These capacities have been revised due to Covid-19, please refer to our separate terms and conditions.**
- 1.9 **Track and trace - All guests/attendees must 'sign-in' in line with our Covid-19 terms and conditions.**
- 1.10 Smoking is not permitted on the premises OR in any outside spaces, ie car park and courtyard.
- 1.11 Food and drink is not allowed in any carpeted areas.
- 1.12 Any electrical appliance plugged into our sockets must be PAT tested.

## 2. Making Amendments to a Booking

- 2.1 Should the hirer require making amendments to a booking then a written request from the hirer should be presented to the Organisation. After reviewing the request, the Organisation will confirm whether the request has been accepted or not.

### **3. Music**

- 3.1 We hold a PRS licence to entitle playing and performing music at our premises. A fee of **£10.00** will be payable by the hirer upon booking to cover the cost of the Organisation's music licence, for some bookings this fee is included.
- 3.2 Music cut-off time is 11pm on Friday and Saturday and 10pm Sunday to Thursday. Music **must** be turned down and doors **must** be kept closed one hour beforehand.

### **4. Decorations**

- 4.1 You can decorate the hall but please do not use staple guns; glue; Sellotape. Blue Tak is permitted but must not leave any residue. Decorations can be tied to existing fittings. Decorations must not damage the cosmetic feature of the property and these must be taken off safely before the end of the function and taken away with the hirer.
- 4.2 The use of smoke machines is strictly prohibited.
- 4.3 Confetti; party poppers; party string is **not** allowed anywhere on the premises.
- 4.4 Balloons with helium gas are **not** allowed on the premises.
- 4.5 Naked flames of any kind are **not** allowed on the premises unless used in the kitchen to light the cooker (including all external areas forming the Centre) i.e. fireworks; sparklers; BBQs; candles; traditional wedding fires; matches; lighters etc).

### **5. Cancellation by the Hirer**

- 5.1 ONE-OFF BOOKINGS - Should the hirer request for a cancellation 6 weeks before the date of the booking, the Organisation shall refund, in full, all monies paid in respect to the booking. Request of cancellation must be in writing.  
REGULAR BOOKINGS – the notice period is generally 4 weeks. Please refer to the management for more information.
- 5.2 In the case of one-off bookings. should the hirer request for a cancellation any time after 6 weeks before the date of the booking then the Organisation shall keep the full deposit paid in respect to the booking. Should the date of the booking be re-booked, the hirer shall be refunded in full. Request of cancellation must be in writing.
- 5.3 In the case of a request of cancellation due to exceptional circumstances any time after 6 weeks before the date of the booking, the Organisation shall refund, in full, all monies paid in respect to the booking but only after receiving written evidence. Request of cancellation must be in writing.

### **6. Power of the Organisation to Cancel Bookings**

- 6.1 The hirer agrees that the Organisation shall have the right to cancel any booking upon giving a reason. A prior notice shall be issued notifying the hirer of the cancellation except in the case of emergency when no prior notice or reason shall be given. No compensation shall be payable by the Organisation on this account. On such cancellation taking place any hiring charges paid to the Organisation shall be refunded except as herein otherwise agreed.
- 6.2 The hirer agrees that the Organisation without prejudice to any right it might have in respect of any breach of the conditions and stipulations herein contained, reserves the right to cancel any booking at any time if in the Organisation's opinion:

- 6.2.1 Exceptional circumstances of public importance so warrant or should the interest of the public justify the cancellation of the letting.
- 6.2.2 If there are risks that damage might be caused to the premises if the booking is not cancelled.
- 6.2.3 If the use of the premises is likely to lead to any disorder or anything offensive to the public or any section of them or anything contrary to sobriety or decency.
- 6.3 In the event of cancellations under clauses (6.2.1), (6.2.2) and (6.2.3) mentioned in clause (6.2) above, the Organisation reserves the right to retain all monies paid to it in respect of such bookings, but in respect of any cancellations under clause (6.1) the charge paid will be refunded in full.
- 6.4 The hirer further agrees that he/she shall have no claim against the Organisation or any officer or representative in respect of any cancellation under Clause (6.2) or of any retention of monies made by the Organisation under Clause (6.2).
- 6.5 If the accommodation becomes, in the opinion of the Organisation unfit for use by reason of any accident, force majeure, strikes, lock-outs or other like cause the Organisation shall not be responsible for any loss or damage suffered by the hirer. The Organisation will, however, in such cases refund the charges paid by the hirer.

## **7. Maintenance of Order**

- 7.1 The hirer shall take all proper precautions for the prevention of accident to any person, the avoidance of all unnecessary noise and their prevention of any disorderly conduct and he / she shall be solely responsible for keeping and maintaining proper order.
- 7.2 The hirer shall ensure that any external doors close to room they are using are kept shut during their session to avoid access by unauthorised members of the public.
- 7.3 The hirer shall provide and pay for all police and security officers required. Should the Organisation or its authorised representative consider that the measures taken by the hirer are insufficient for maintaining proper order and control he / she reserves the right to cancel the booking.
- 7.4 The regulations for attendants / stewards are as follows:

***There shall be on duty upon the hall premises during the whole time that members of the public are present, competent adult attendants / stewards who shall have been specially instructed by the hirer or person nominated by him as to their duties in the event of fire or panic. The instruction given to attendants / stewards shall aim at the avoidance of panic rather than the extinction of fire and to provide efficient supervision at all entrances and exits.***

## **8. Overcrowding**

- 8.1 The hirer accepts full responsibility for seeing that the number of persons attending the function shall not exceed the numbers outlined in **paragraph 1.8**. Once the permitted number is reached the hirer must take immediate steps to close the doors and not allow any other persons to enter. The hirer must also inform all persons who may gather outside the premises of the position and request them to leave the area.

**9. Right of entry by the Organisation's Representatives, etc.**

9.1 The authorised representatives of the Organisation or Licensing Authority shall give instructions for their admission. The hirer must comply with all requests made by an authorised representative of the Organisation or Licensing Authority for carrying out of the conditions and stipulations herein contained.

**10. Making Good Damage to Premises, etc.**

10.1 The hirer shall make good at his/her own expense any damage done to the premises, fittings, furniture, etc., during the time the that the hall/room/kitchen are used by the hirer.

**11. Damage, Claims, etc.**

11.1 The Organisation shall not be liable for any loss or damage suffered by the hirer in case the use of the accommodation is rendered impossible by reason of accident, force majeure, strike, lock out or other like cause, or failure of heating, lighting or electrical apparatus or facility or because of the events which are beyond the control of the Organisation.

11.2 The hirer shall indemnify the Organisation and their Officers in respect of claims, damages, penalties, cost, expenses and demands arising out of, or, in any way connected with, or in consequence of the hiring or any accident, loss or, theft of, or damaged to property, injury to any person whether bodily or mental whomsoever which may be sustained or suffered by reason, or in consequence or the negligent act or omissions of the hirer, persons using the premises without his/her consent and present on, or in proximity to, the premises without hirer consent or at hires request whose presence is directly attributable to the hiring.

11.3 The Organisation shall not be responsible in respect of any damage to or loss (including theft) of any property or chattels brought, deposited or left in the premises or deposited or left with any representative of the Organisation.

11.4 The hirer shall also indemnify and keep indemnified the Organisation in respect of any action for damages or claim or demands which may be brought or made against them for the infringement of any copyright or performing right or matters aforesaid.

**12. Licenses, Regulations, etc. for Public Events**

12.1 The hirer shall observe all the regulations relating to the use of the premises as laid down by the Licensing Authority the hirer shall also comply with and observe all statutory provisions, by law and regulations applicable to the hiring or the purpose of hire. The hirer will be liable for payment of all fees connected with Occasional License applications and other associated fees. It is the duty of the hirer to apply and obtain any license necessary for their particular function and make any investigations as to the necessity of a license. The hirer must notify the organisation when doing so.

**13. Condition of Premises after Use**

13.1 The hirer shall leave the premises (hall/rooms/kitchen) in the same condition that it was found e.g. tables and chairs to be cleaned and packed, floors to be swept, rubbish to be thrown out in bin bags, kitchen counters and equipment to be wiped clean. The hirer must bring all cleaning materials and equipment. Deep cleaning is the responsibility of the Organisation. **See Covid-19 terms and conditions for current cleaning/sanitising requirements.**

- 13.2 Should the Organisation staff have to undertake an unacceptable level of cleaning or clear an unacceptable level of rubbish from the premises the hirer shall be charged £30.00 per hour for the time it takes to clean.

#### **14. Breach of Regulations**

- 14.1 Upon any breach of or failure to observe with any code or regulation (including non-payment of fees within the time specified) or if the agreement or function appears to be or likely to become objectionable or contrary to public policy or likely to lead to disorder or if there shall be any disorderly, objectionable or unseemly conduct during the hiring, an officer acting for the Organisation shall have the right to cancel the hiring without notice or (if the engagement or function is already in progress) to terminate the same immediately and cause to be removed or excluded from the premises, all persons therein. In the event of cancellation or termination under this condition the hirer shall not be relieved from his/her obligations under the conditions or regulation (whether for payment or otherwise) and no refund or any part of the hiring fee or compensation shall be payable by the Organisation to any person and the hirer shall pay to the Organisation any costs or expenses incurred or sustained by the Organisation in cleaning the premise, or maintaining order.

#### **15. General Conditions for Public Events**

- 15.1 When the accommodation is hired for an operatic or dramatic performance concert or a similar function, the hirer agrees to print the following notice for the information of the public on the programme of the performance on the same page as the cast or other particulars of the entertainment and in similar type to that used below in accordance with the requirements of the Licensing Authority:

***The public may leave at the end of the performance or exhibition by all exit doors and such doors must at this time be open. All gang ways; corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction whether permanent or temporary.***

***Persons shall not be permitted to stand or sit in any gangway at the sides and rear of the seating; it shall be limited to the numbers indicated in the notices exhibited in those positions where applicable.***

- 15.2 No entertainment involving special risks and no special entertainment for children shall be provided unless the consent of the Organisation's authorised representative has been obtained.

- 15.3 The hirer shall observe and in all respects comply with the Organisation's conditions and regulations relating to the premises and also with the rules made by the Licensing Authority with regard to the Management of Places of Public Entertainment. The hirer also agrees to observe and comply with the provisions and requirements of the Children and Young Persons Act 1933. The attention of the hirer is particularly drawn to the provision of section 12 (1) of the Children and Young Persons Act 1933, which reads as follows:

***"When there is provided in any building an entertainment for children, or and entrainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while***

***entering and leaving the building or any part thereof, and take all other reasonable precautions for the safety of the children”***

- 15.4 The hirer shall comply in all respects with the law relating to the holding of boxing or other entertainment should permission be obtained to hold the same and also with any regulations made by the police or other authority in relation thereto.
- 15.5 The hirer undertakes and agrees to hold the Organisation harmless and indemnified against all claims, damages, charges, costs and expenses which may be incurred or which may arise in consequence of the premises being let to the hirer or in consequence of the hirer or his / her employees failing at any time to comply with these conditions, or the rules of the Licensing Authority with regard to the Management of Places of Public Entertainment or otherwise. Any expenses that may be incurred by the Organisation aforesaid including insurance against such risk shall be immediately repaid to the Organisation by the hirer on demand, failing which the Organisation shall be at liberty to institute appropriate proceeding for the recovery thereof as a civil debt.

## **16. General Conditions**

- 16.1 The hirer shall indemnify the Organisation and its officers and representatives against all accidents, claims, damages, penalties and demands arising out of or any way connected with the hiring, or any accidents or loss, howsoever caused, which may happen to be sustained by any reason thereof or in connection therewith.
- 16.2 The Organisation shall also be at liberty to deduct from any monies which may be in their possession belonging to the hirer, such sums as may be due from the hirer to the Organisation as aforesaid or otherwise.
- 16.3 Any of the clauses of these conditions may be modified by the Organisation which reserves to itself the right of imposing special conditions where the nature of an application in its opinion so demands.

## **17. Privacy Policy**

- 17.1 Waltham Forest Community Hub’s privacy policy explains when and why we collect personal information about our customers, how we use it and how we keep it secure and your rights in relation to it. We are committed to protecting your personal information and privacy. You can view the full policy on our website [www.wfchub.org](http://www.wfchub.org)

We will always comply with the General Data Protection Regulation (GDPR) when dealing with your personal data. Further details on the GDPR can be found at the website for the Information Commissioner ([www.ico.gov.uk](http://www.ico.gov.uk)). For the purposes of the GDPR, we will be the “controller” of all personal data we hold about you.

## **18. Policy Review**

- 17.1 This policy will be reviewed once a year or in the event of changes in procedures.