

Hall Hire Agreement Version 3



Revision Date: March 2022

COPYRIGHT © Croydon Vision

### **ALL RIGHTS RESERVED**

No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language or computer language, in any form or by any means, electronic, magnetic, optical, chemical, manual or otherwise, without the prior written permission of Croydon Vision.

Croydon Vision
72-74 Wellesley Road,
Croydon
CR0 2AR

Tel: 02086882486

Email: hallhire@croydonvision.org.uk

## Summary of Changes

Date	Version	Description of changes
June 2018	1.0	Initial Release
April 2019	1.1	Changes to pricing and added safeguarding
October 2019	1.2	Changes to Hall Hire representative
April 2020	1.3	Additions to cancellation policy and bookings
March 2021	2	Change to Hall Hire representative
April 2021	2.1	Added Covid-19 government guidelines
September 2021	2.2	Updated; contact details, use of premises terms and payment/cancellation terms.
March 2022	3	Price Increases

# Contents

Table of Contents	
Introduction	5
Bedford Hall – terms and conditions of hire	6
Supervision	7
Uses of premises	7
Indemnity	
Storage equipment	
No alterations	8
Accidents and dangerous occurrences	8
Licences	9
Gaming, Betting, and Lotteries	9
Health and hygiene	9
Electrical appliance safety	9
Public safety compliance	9
Compliance with the Children Act 1989	10
Compliance with the Health Act 2006 - prohibition of	smoking
In public places	10
Animals	10
Sale of goods	10
Noise	10
The right to enter	10
End of hire period	11
Payment terms and condition	11
The cost of hall hire are	12
Cancellation	12
Termination	13
No rights	13
Refunds	13

Covid-19 government guidelines......14

#### Introduction

Dear Hall Hirer,

Please read carefully through Croydon Vision's terms and conditions for hire and use of Bedford Hall. In addition, these terms reflect safeguarding of children, young people under 18 years of age and vulnerable adults, and regarding the supply of alcohol.

Please see page 2 onwards for the conditions of hire and use for your reference, and that of those in your organisation or attending your meeting or event.

The Croydon Vision Representative will give you the relevant forms to sign; ensuring you have read and will comply with the relevant pages.

Hall charges for this financial year have changed. This is to ensure we can cover costs associated with maintaining the hall and any modifications.

Thank you once again for your support

Yours sincerely,

**Croydon Vision** 

#### **Bedford Hall – Terms and Conditions of Hire**

These terms and conditions of hire apply to all hiring's of the hall. If the hirer is in any doubt as to the meaning of the following, a member of Croydon Vision should be consulted.

"Premises" shall from hereafter include the hall, kitchen (if requested), the outside grounds and car park area.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

A verbal booking (subject to availability) will only be confirmed on receipt of the following to the Croydon Vision Representative in advance of the proposed booking:

- A copy of this agreement being signed and returned together with the deposit
- Full payment of the holding fee (damage / additional hours)
- Full payment of the hire fee

A total refund of the holding fee will be returned to the Hirer, once the hall has been inspected by either the Croydon Vision Representative or another staff member of Croydon Vision. We will check that no damage has been done to the premises and it has been left in a clean and tidy condition, and that no further expense will be incurred by Croydon Vision's in accordance with this booking.

## 1 Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; oversee health and safety measures and monitor the behaviour of all persons using the premises; including proper supervision of car parking arrangements to avoid any obstructions.

As directed by Croydon Vision, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

Croydon Vision will hold a complete inventory, which can be inspected at any time by Croydon Vision representative for any damages; this inventory will also include the contents, fixtures and fittings of the Hall.

The hirer shall ensure they leave the hall no later than the time their booking ends failure to do so might result to charges which will be deducted from their holding fee.

#### 2 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in this agreement form as signed by the Hirer. The Hirer 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 lives of people. If you wish to add additional hours to your hire, or would like to come in earlier to setup, please inform Croydon Vision in writing. Croydon Vision will confirm in writing if this option is available to you.

## 3 Indemnity

The Hirer shall indemnify and keep indemnified each member of Croydon Vision and Croydon Vision's employees, volunteers and invitees against:

- (a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises.
- (b) All claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover, to the Croydon Vision Representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Croydon Vision Representative to re-hire the premises to another hirer.

However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within this agreement. Croydon Vison is insured against any claims arising out of its own negligence.

## **4 Stored Equipment**

No items are to be stored on the premises between bookings except as agreed with Croydon Vision. Croydon Vision accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

#### **5 No Alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles attached in any way to any part of the premises without the prior written approval of the Croydon Vision Representative. Any alteration, fixture or fitting or attachment shall be at the discretion of Croydon Vision.

## **6 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to a staff member of Croydon Vision as soon as possible. Certain types of accidents or injuries must be reported on a special form to the local authority. The Croydon Vision Representative will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR). Any failure of equipment belonging to Croydon Vision must also be reported as soon as possible.

#### 7 Licences

The Hall does not have an alcohol Licence. Therefore, the Hirer shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises.

## 8 Gaming, Betting, and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## 9 Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant Food Health and Hygiene Legislation and Regulations.

## 10 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. Croydon Vision reserves the right to examine the required certification issued by a competent person or company in respect to the testing of any such electrical appliances or equipment.

## 11 Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment. A fire-risk assessment for the known hazards has been carried out by Croydon Vision. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. lighting of candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

## 12 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## 13 Compliance with the Health Act 2006 - Prohibition of Smoking in Public Places

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

#### 14 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed by Croydon Vision; no animals whatsoever are to enter the Kitchen at any time.

#### 15 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with fair trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on manufacturers' recommended retail prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

#### 16 Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. The latest time to leave the hall is 12 midnight. It is a condition of our premises licence that the doors are kept closed to reduce the noise.

## 17 The right to enter

Any Croydon Vision Member has the right to enter the Hall at any time other than during events falling under the provisions of the Children's Act 1989. However, Croydon Vision will ensure minimal disruption if this effect occurs.

#### 18 End of Hire Period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition unless agreed otherwise, with the premises being properly locked and security alarm system activated, unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Croydon Vision shall be at liberty to make an additional charge, which will be deducting from your holding fee. All chairs should be stacked in sets of six and stored on each side of the hall. No items should be left in front of fire exits or escape routes. The security alarm system must be disabled on arrival and enabled on departure using the fob provided.

## 19 Payment terms and condition

There are two types of payment options

- 1) Pay as you go (ad-hoc)
  - This does not always guarantee an availability
  - We require payment to be paid 72hours before your booking/s
- 2) Rolling payment (monthly)
  - This secures your dates
  - We require an advance payment 72 hours before first booking/s

For regular Hall Hirers you will pay a £250 refundable holding fee which is returned upon the termination of your hire, subject to no damage done to the premises. You will be invoiced monthly (subject to initial agreement) for use and invoices must be paid within 10 days of the date of the invoice. There will be a late payment penalty charge of £25.00 per month added for each month late. Persistent non-payers will be asked to clear all outstanding balances and asked to pay in advance for future bookings. Croydon Vision reserves the right to refuse future access to the hall for reasons of non-payment.

For non-regular Hall Hirers you will pay a 50% deposit which we deduct from your overall hire fee. Furthermore, we charge a £250 refundable holding fee, subject to no damage has been done to the premises, the premises is left in a clean condition and no additional hours occurred during your hire.

## 20 Please see our hall hire prices below;

Types of hire	Price
Private Hall Hire	£55 Per hour
Registered Charities	£40 Per hour
Non-Funded Charities	£30 Per hour
Kitchen Facilities	£100 Per use
Sound System & Projector	£70 Per use
Full Day All Inclusive Hire	£800
Half Day All Inclusive Hire	£470

#### 21 Cancellation

Hirers should give one-month notice in writing to terminate their contract and one weeks' notice if unable to use the venue.

In the event of the Hirer cancelling a confirmed booking less than one weeks' notice they will lose their deposit. Croydon Vision reserves the right to cancel hiring's by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- Croydon Vision reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The premises becoming unfit for the use intended by the Hirer.
- If the conditions are not complied with the Croydon Vision Representative may terminate any contracts made between the Hirer and the Hirer shall forfeit the sums paid under those contracts.
- All cancelations must be in writing.

### **22 Termination**

Croydon Vision reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to the property or its members. If such termination takes place, the hirer will forfeit the deposit and fees paid.

## 23 No Rights

The Agreement to hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

#### 24 Refund

A refund of the holding fee will be processed within 72 hours after your event. You will need to collect your refund at Croydon Vision. If you have requested a refund via BACs transfer, please note this may take between 5-10 working days.

#### 25 Our Contact Details

- Pedford Hall, 72 74 Wellesley Road, Croydon, CR0 2AR
- **6** 020 8688 2486 I 07736000160 (emergencies only)
- @Croydonvision
- hallhire@croydonvision.org.uk
- www.croydonvision.org.uk

The Codes to access the Hall will be given by arrangement with the Croydon Vision Representative and the keys must be placed back in the key safe at the end of the Hire period. Failure to return the keys as directed may result in the holding fee being retained in its entirety at the discretion of Croydon Vision.

A checklist has been provided with this document, as the Hirer you are required to read and implement the checklist prior to leaving the premises.

#### **26 Government Guidelines**

We at Croydon Vision adhere to the government guidelines in relation to Covid-19. A full risk assessment is in place to ensure safety of the premises. This section briefly highlights how you can protect yourself and others from coronavirus when using our hall facilities.

At all times, it's important to follow government guidelines in terms of reducing the risk of spreading the virus. We will try our best to accommodate your requests and hope that hall hirers will be trusted to continue acting responsibly by following guidelines and related information. All contracts are subject to government guidelines as of the date being hired. These terms are reviewed regularly.

It is for our own interest and yours to protect each and every one of us. If you are unable to meet these requirements, this may lead to terminating or postponing your hire.

Please sign the following:

I have read the "Terms and Conditions of Hire" and I agree to abide by them. I agree to abide by government guidelines by taking responsibility for the number of people at the venue. I will maintain social distancing where possible.

Name of Responsible Person:
Signed:
Signed
Payment Option (please mark an <b>x</b> on the option you wish to choose: RollingPay as you go
Date:
Type of identification shown:
As Witness the hands of the parties hereto:
Signed by the authorised representative for Croydon Vision.
Name:
Signed:
Date: