

Standard Conditions of Hire

1. General Terms

The Standard Conditions of Hire form part of the hire agreement. It establishes a contract between the Community Association for West Hampstead (CAWH) and the person and/or organisation (HIRER) hiring the premises. Where an organisation is named in the application the organisation shall be jointly liable with the person who signs the form. The agreement is for both single and regular (block) bookings.

2. Booking and Exclusions

The hall shall only be used for the purposes as stated in the hall hire agreement and only within the hours agreed. The maximum capacity of the hall is 40 people. All booking applications must be made in writing by completing the HALL HIRE FORM.

The HIRER shall not use the premises for any purposes other than that is described on the HALL HIRE FORM. The HIRER shall not assign, sublet or use the premises or allow the premises to be used for any unlawful purpose nor do anything to bring CAWH into disrepute or bring anything onto the premises that may endanger the premises, their users or any insurance policies relating thereto. Bouncy castles and other large inflatables cannot be brought to the premises.

CAWH would like to ask you to offer - if possible - some form of concession or subsidy to people in need in line with the ethos of the community centre.

3. Supervision and Responsibility

The HIRER will, during the period of hiring, be responsible for the effective supervision of the premises and activities, the fabric and contents, their care, safety from damage. The HIRER is also responsible during the hiring for the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction to the public highway. CAWH insurance cover does not cover the loss of any items left unattended.

4. Alcohol/Smoking/Illegal Substances

ALCOHOL cannot be sold on the premises. The exception to this rule would be events such as tastings, promotions, cocktail making etc. where sales of samples would be permitted with prior

agreement obtained from CAWH. Should the HIRER wish to bring alcohol for private and moderate consumption this must be stated on the hall hire form at the time of the booking. SMOKING is not allowed on CAWH premises at any time. Anything inflammable, dangerous or noxious is not permitted nor are ILLEGAL DRUGS to be brought or consumed on CAWH premises.

5. Premises

THE HIRER shall not interfere with the electricity and gas fittings, meter fittings and other fittings and fixture of the premises. No nails or fastening shall be driven into any part of the premises without permission of CAWH. It is the responsibility of THE HIRER that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, plugs, sockets or other equipment. THE HIRER shall repay CAWH the cost of repair or replacement of any damage done to any part of the property including the surroundings and/or contents during the period of the hiring.

The hirer has responsibility for the KEY SAFE CODE; it is not to be divulged or shared. Intercom is to be used to allow people entry onto the premises, FRONT DOOR IS NEVER TO BE LEFT OPEN. LIABILITY OF ANY THEFT OR DAMAGE RESULTING IN THE DOOR HAVING BEEN LEFT OPEN WILL FALL ON THE PERSON OR PERSONS HIRING THE HALL.

At the end of the hiring THE HIRER shall be responsible for leaving the premises and surroundings in a clean and tidy condition, the premises properly locked, keys returned to the KEYSAFE and any contents intact. Should this not be complied with CAWH reserves the right to make additional charges to recoup its cost of repair, additional cleaning or other expenses.

THE HIRER shall allow any authorised representative of CAWH access to the premises at all times during the hiring.

6. Entertainment and Music

THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking other than those already held by CAWH. CAWH holds a valid Motion Picture licence/PR for Music and PPL. Any HIRER who intends to play music or have a live band agrees to inform CAWH in writing at the time of the booking. All noise must be kept to such levels that

neighbours of the community centre are not unduly disturbed and all loud noise must terminate by 10.00pm and the premises vacated by 11pm.

7. Public Safety

THE HIRER shall be responsible for the observance of all regulations stipulated by the Licensing Justices, the Fire Authority and the Local Authority. THE HIRER shall attend a short induction session prior to the event to familiarise themselves with the necessary FIRE, EMERGENCY/ EVACUATION procedures and the HEALTH AND SAFETY Policy as displayed in the centre and a form will be signed to attest to this having been done. It is THE HIRER's responsibility to ensure that all the attendees are aware of these procedures, that a Personal Evacuation Plan is in place for any wheelchair user and that accidents are documented in The ACCIDENT BOOK. It is THE HIRER responsibility to know the location of the first aid kit and the emergency out-of-hours numbers (CAWH Manager 07947024585 or CAWH Deputy Manager 07774255310) and the nearest emergency services.

THE HIRER shall be responsible for ensuring that there is appropriate insurance coverage for their activities (usually public liability) and for the equipment used.

8. Child Protection

In the event of providing services to children under the age of 18 and/or vulnerable adults at CAWH THE HIRER confirms that there are appropriate Child Protection policies and procedures in place and must provide evidence e.g. copies of DBS certificate, insurance and qualifications to CAWH. THE HIRER agrees to ensure that all adults present on the premises are aware of these procedures and abide by them.

9. Payment and Deposit

THE HIRER shall pay for all hiring of the premises two weeks in advance unless negotiated otherwise. The booking is only secured once full payment has been made. CAWH reserves the right to require a deposit over and above the hall hire charge against additional costs arising from damage or additional cleaning, caretaking and other expenses. The full fee is due irrespective of the number of people attending THE HIRER's class/activity in case of regular activities.

If arrears accumulate over a month past the invoice due date, a reminder will be issued and in case this does not result in payment CAWH reserves the right to suspend the hall hiring, if this does not result in a full settlement of the outstanding amount CAWH will cancel the hall hiring.

10. Cancellation/Amendment

If THE HIRER cancels the booking of a single event two (2) weeks before the date of the booking, the full fee (and deposit if paid) will be refunded. In case of regular (ongoing/block) booking one (1) month's notice is required. In case notice of a one-off cancellation is given in a block booking one (1) month) in advance CAWH will endeavour to secure a substitute, and a refund would be considered however this is at CAWH's discretion.

CAWH reserves the right to cancel a booking at any time and without giving reasons and will provide as much notice as reasonably possible, usually one month. In such circumstances CAWH will refund any monies paid in respect of the hall hire but will not be responsible for any loss that The HIRER may have incurred. CAWH may terminate a regular hire immediately if the rooms are being misused or in the event of hall hire fees not being paid. In such circumstances there is no refund due to the HIRER.

Reviewed Sept 2024