

SLADE GREEN AND HOWBURY COMMUNITY CENTRE AND LIBRARY



HIRE AGREEMENT

Use of Centre

Use of the Community Centre and its facilities is subject to the following rules and to the conditions incorporated in the hiring agreement.

Equal Opportunities

Users of the Community Centre must comply with the Equality Act 2010. They must ensure that the Community Centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

Applying to use the Centre

We reserve the right to refuse an application for the use of the Community Centre and its facilities. In any circumstances of uncertainty, the Library Development Manager shall report the concern to the Chief Operations Officer or CEO of Eco Communities CIC and shall not confirm the letting without their agreement.

We reserve the right to request such additional information as it deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing any letting.

All arrangements for the use of the Community Centre facilities are subject to the CEO reserving the right to cancel bookings when the premises are required for use as a Polling Station or are otherwise rendered unfit for the intended use.

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Booking Form

Organisation/Group Details

Organisation Name:			
Contact Name:			
Contact Address:		Post Code:	
Phone Number:		Mobile Number:	
Email Address:			

Hire details

Nature Of Hire:			
Estimated Numbers Attending:			

Date and Times of Hire

Date:	Arrival time:	Start time:	Finish time:	Departure time:

Space/s Requested

Main Hall

Additional Resources required:

<input type="checkbox"/> Chairs - How many? (estimate):	<input type="checkbox"/> Tables - How many? (estimate):	<input type="checkbox"/> Flip Chart	<input type="checkbox"/> Projector/ Interactive White Board Hire (in certain spaces)	Other:

Invoice Details (if different from above)

Organisation Name:				
Name:				
Address:				
Phone Number:				
Email Address:				

Terms and Conditions

1. Definitions

- 1.1. **“Eco Communities CIC”** and **“We”** means the business arm of Eco Communities CIC.
- 1.2. **“Hire(r)”** or **“You”** is the person(s) or corporate body or unincorporated association legally responsible for the hire of the space(s) and payment.
- 1.3. **“Hire Agreement”** means the accepted proposal agreement between **Eco Communities CIC** and the Hirer for a specific booking or series of bookings.
- 1.4. **“Booking Confirmation”** is the final document formally validating the Space hire booking between both parties.
- 1.5. **“Non-refundable Booking Payment”** is a non-refundable payment made at the time of confirmation of booking. The amount paid is dependent on how far in advance the booking is made and confirmed and will be a percentage of the first months’ overall amount in the booking series.
- 1.6. **“Guest”** means the Hirer, or any person invited or permitted access to the Premises by the Hirer
- 1.7. **“The Premises”** is the building defined as the address of the Premises in which the hires Spaces are situated **Chrome Road, Erith, Kent DA8 2EL**. The hired part is defined as that part hired under the terms of the **Hire Agreement. The Premises is Slade Green and Howbury Community Centre and Library.**
- 1.8. **“Contract”** are the formal agreement documents comprising the signed Terms and Conditions, **Hire Agreement and Booking Form.**
- 1.9. **“Services”** is the hire of Hall/spaces/rooms and/or functions and the provision of **Services** to be provided by **Eco Communities CIC** including technical and business services.
- 1.10. **“Space hire”** is any type of space/Hall/room booking that is within **The Premises** to be hired by the **Hirer** under the **Hire Agreement.**
- 1.11. **“Hire Charge”** is the charge payable by the Hirer for the hire of the Space(s)/Hall(s) and the provision of Services as set out in the **Hire Agreement.**
- 1.12. **“Hire Period”** is the Period specified as such in the **Hire Agreement.**
- 1.13. **“People Count”** is a record of attendees at your meeting, session, group or event and is used by **“Eco Communities CIC”** as data when completing funding applications.

2. Bookings and Confirmations

General Bookings

- 2.1. **Hirer** may book **Spaces** in advance up to 1 year. **Hire Charges** will be charged in line with the hire price effective at the time of **Hire Period.**
- 2.2. **Eco Communities CIC** facilities are offered to a wide variety of organisations and **The Premises** offer a valuable and safe meeting place suitable for community groups, businesses and residents.
- 2.3. The **Hire Agreement** shall specify the “anticipated number” of guests the Hirer expects to attend the meeting, session, group or Event.
- 2.4. The **Hirer** must ensure that numbers attending do not exceed the maximum number for the space requested, for health and safety reasons.
- 2.5. **Eco Communities CIC** reserve the right to refuse the proposed booking if:
 - a. Contravention of fire or health and safety regulations may reasonably be anticipated
 - b. Misbehaviour has occurred at a previous meeting, session, group or event on **The Premises** organised by the **Hirer.**
 - c. The **Hirer** persistently breaches **Eco Communities CIC’s Space hire** Terms and Conditions.
 - d. The **Hirer** persistently breaches any Risk Assessments provided by **Eco Communities CIC** to the **Hirer** regarding the **Hirer’s** use of any space on **The Premises.**
 - e. Violence or the encouragement of violence at the meeting, session, group or event may reasonably be anticipated.
 - f. Misconduct, including verbal and or physical aggression has been used towards any of **Eco Communities CIC’s** Staff, Volunteers and or Trustees by the **Hirer** or their **Guests** at a previous meeting on **The Premises** or at any point during the **Booking Confirmation** process.
- 2.8. **Eco Communities CIC** will decide whether such a booking will be refused on a case-by-case basis with regards to the circumstances at the time of booking.
- 2.9. **Eco Communities CIC** reserves the right not to hire space to any individual, organisation or group disseminating extremist views or whose activities contravene the objectives of Eco Communities CIC and its core ethics and principles.

- 2.10. It is the **Hirer's** responsibility to ensure that the **Space(s)** and **Premises** are suitable for the **Hirer's** intended use. Any booking requirements that may affect suitability for the **Hirer** should be discussed with **Eco Communities CIC** before confirming the booking.
- 2.11. Viewing of the **Spaces** and facilities are welcomed when prearranged with **Eco Communities CIC** via email bookings sghbookings@ecocom.org.uk, 01322 336755.
- 2.12. Unless otherwise stated, all prices quoted at the time of booking are exclusive of any applicable value added tax.
- 2.13. Bookings are for a 1-hour minimum time slot.

Provisional Bookings:

- 2.14. Bookings are regarded as provisional when **Eco Communities CIC** is in receipt of a completed booking form and bookings can generally be held for up to 2 weeks until we receive the signed **Hire Agreement** form from the **Hirer**.
- 2.15. If other enquiries are received for the same date(s), **Eco Communities CIC** may contact the **Hirer** earlier for confirmation prior to making a decision.
- 2.16. Bookings not confirmed within 10 working days may be released. **Eco Communities CIC** reserves the right to release the reservation if the booking form is not received.

Confirmed Bookings:

- 2.7. When confirming a booking, the **Hirer** acknowledges and agrees to **Eco Communities CIC** Terms and Conditions of **Space hire** which form part of the **Hire Agreement**.
- 2.8. **Eco Communities CIC** will only have communication with **The Hirer** regarding any changes to the booking.
- 2.9. **Eco Communities CIC** reserves the right to hire the **Space(s)** to other interested parties if confirmation and payment are not received within 10 working days (2 weeks) of the Provisional booking.

3. Payments

Booking Payment and Invoicing:

- 3.1. The **Hirer** will be invoiced for the full amount of their **Hire Period** at the time of booking, irrespective of the frequency of the sessions or the **Hire Period** length, the invoice will show the payment schedule.
- 3.2. Any partial or full payment of invoice(s) received by **Eco Communities CIC** will be subject to the terms and conditions in the **Hire Agreement**, irrespective of who made the payment. **Eco Communities CIC** will only deal with **The Hirer** with any communication regarding payment.
- 3.3. On confirmation of booking, a **non-refundable Booking Payment** will be made before the first session commences in the booking series – this payment amount will be a percentage of the first months' total in the booking series (see table below).
- 3.4.

Date Booking Confirmed	Non-refundable Booking Payment	Date Outstanding Balance due
More than one month before the first session in the booking series.	10% of first months' total in the booking series	2 weeks before 1 st session in booking series.
Less than one month before the first session in the booking series.	25% of first months' total in the booking series	2 weeks before 1 st session in booking series.
Less than two weeks before the first session in the booking series.	100% of first months' total in the booking series	At time of booking.

- 3.5. After the initial first month, any further payments will be paid 2 weeks in advance of sessions for the remainder of the booking series – dates for payments will be on **Hirer's** invoice schedule.

Late Payments:

- 3.6. Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed 'overdue'.
- 3.7. **Eco Communities CIC** reserves the right to claim interest on overdue invoices pursuant to 'Late Payment of Commercial Debts (Interest) Act 1998' – <http://www.legislation.gov.uk/ukpga/1998/20/contents>
- 3.8. **Eco Communities CIC** reserve the right to refuse entry to **The Premises** and/or future bookings until invoice(s) are settled.

4. Cancellation Policy

By Eco Communities CIC

- 4.1. **Eco Communities CIC** reserves the right to increase its Hire Charges and services
- 4.2. **Eco Communities CIC** will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, **Eco Communities CIC** reserve the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.
- 4.3. Notwithstanding anything contained in these terms, **Eco Communities CIC** will not be liable for any failure to perform its obligation to the client in whole or part as a result of any of the following circumstances:
 - I) Strikes and other industrial actions/disputes
 - II) Fire and/or floods at or near the **Premises** or Epidemic
 - III) Electrical failure or power cuts outside of our control.
 - IV) Civil or political action or disturbance, disputes or commotions
 - V) War or threat of war
 - VI) Misconduct or negligence of a **Guest** or external third party
 - VII) Terrorist activity (threatened or actual) or potential for terrorist activity
 - VIII) Military activity, government, or regulatory action
 - IX) Act of God
 - X) Legal action against **Eco Communities CIC**, not resulting from its negligence, preventing the supply of **Services**

By the Hirer:

- 4.4. If the **Hirer** has to cancel or postpone a confirmed meeting, session, group or event or part of the meeting, session, group or event then cancellation charges may apply – see cancellation charges table below – (exceptions apply see 4.5).

Notice Period before Hire Date	Space hire Cost
More than 14 days' notice	NIL (excluding non-refundable payment)
Less than 14 days' notice	100%

- 4.5. If the **Hirer(s)** have to cancel a confirmed meeting, session, group or event within the 14 days' notice period due to contracting Covid 19, then they should provide evidence of a positive result by emailing tina.ludlow@ecocom.org.uk and the cancellation charges will be waived.
- 4.6. Any cancellation of a confirmed booking must be in writing (which can be electronic form) from the **Hirer** and will take effect from the date of receipt by **Eco Communities CIC**, incurring the following charges as set out in the cancellation charges table.
- 4.7. In addition to the cancellation charges due under this Section 4, the **Hirer** shall reimburse **Eco Communities CIC** for all expenditure incurred in respect of any cancelled booking including (but not limited to) any cost, charges or

penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.

- 4.8. Provisional Bookings do not incur any cancellation fees.

5. Use of Spaces, Premises and Equipment

Additional Services:

- 5.1. A list of Services and technical requirements is attached to the **Space hire** list, and these are not included in the **Space hire** charge, they will be separately itemised on the **Hirer's** invoice. Please note that VAT at the applicable rate, will be applied to all technical and business service costs incurred.

Equipment

- 5.2. **The Hirer** is only permitted to bring equipment that is deemed necessary for the purposes of their hire as detailed in the attached booking form. An itemised list of equipment that the **Hirer** is bringing to **The Premises** must be included in the booking form or listed separately in conjunction with the return of the completed booking form.
- a. Equipment brought in by the **Hirer** must have a valid PAT certificate/validation sticker or be in the 1st year of warranty (proof of date of purchase may be asked for). **Eco Communities CIC** must be satisfied that adequate proof has been provided for the safety of the electrical equipment before the **Hirer** is permitted to use their equipment on **The Premises**.
- 5.3. **Eco Communities CIC** reserves the right to refuse the **Hirer** permission to use their equipment if the **Hirer** fails to comply with section 5.2 and 5.2 (a) of this hire agreement and/or upon inspection of the equipment by a member of staff the equipment is deemed faulty or unsafe.
- 5.4. Equipment that is kept at **The Premises** should be stored in the storage area only, that has been hired by the **Hirer** and not left anywhere else around **The Premises**.
- 5.5. Any food should be stored in plastic storage boxes.
- 5.6. Chairs that are used by the **Hirer** should be stacked in groups of 10 and put away in the storerooms as advised at the time of booking.
- 5.7. Tables should be cleaned, set down and put away in the storerooms as advised at the time of booking.

Health & Safety:

- 5.8. The **Hirer** must ensure that **The Premises** are safe for the purpose for which they intend to use them and shall be responsible for ensuring all activities performed in the **Space(s)** give reasonable consideration to other users of **The Premises**.
- 5.9. Fire and safety regulations are to be observed – copy accompanying the **Hire Agreement**. **Hirers** should familiarise themselves with the location of the fire exits and fire appliances.
- 5.10. Access to all doors must be kept clear at all times.
- 5.11. There is a Fire Warden in **The Premises** and in the event of a fire, the **Hirer** shall liaise with them to ensure their **Guests** are accounted for, their safety taken into consideration and also ensure all steps taken to evacuate **The Premises** as stipulated in the Fire Evacuation Procedures.
- 5.12. The **Hirer** must keep a register/record of **Guests** attending their meeting, session, group or event.
- 5.13. **Eco Communities CIC** operates a 'No Smoking' Policy within **The Premises**.
- 5.14. Candles or naked flames are not allowed on **The Premises**.
- 5.15. The maximum capacity of each **Space** is not exceeded.
- 5.16. If any person invited or permitted access to **The Premises** by the **Hirer** is a wheelchair user or is mobility challenged, the **Hirer** shall request a copy of **Eco Communities CIC's** 'Personal Emergency Evacuation Plan' (PEEP) form. This must be completed and returned to **Eco Communities CIC**.
- 5.17. It is the responsibility of the **Hirer** to carry out relevant Risk Assessments for their meeting, session, group or event and provide copies to **Eco Communities CIC**.

- 5.18. **Eco Communities CIC** reserve the right to put extra safety and hygiene measures in place to keep our customers and staff safe and well. **We** expect **Hirers** to ensure that these measures are communicated to **Guests** and are adhered to.

Insurance:

- 5.19. The **Hirer** agrees to accept full responsibility for and to indemnify **Eco Communities CIC** against all claims in respect of any accident, loss or damage (including personal injuries) in any hired part of **The Premises**.
- 5.20. The **Hirer**, at their own cost, shall obtain and maintain, in full force during the **Hire Agreement**, Public Liability Insurance and Third-Party Liability Insurance and provide **Eco Communities CIC** with a copy for their records, if requested.

Damage:

- 5.21. The **Hirer** shall be liable for any loss or damage to **Eco Communities CIC** properties including walls, light fittings and equipment (including items hired for their use) or injury to any person including **Eco Communities CIC** staff during the **Hire Period**.
- 5.22. The cost of making good any damage done to **The Premises** or equipment will be invoiced to the **Hirer**.
- 5.23. **Eco Communities CIC** accepts no liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the **Hirer** in or upon **The Premises**.

People Count:

- 5.24. At the end of each meeting, session, group or event, the **Hirer** must provide the number of **Guests** that have been in attendance to **Eco Communities CIC**, by handing in the **People Count** sheet to the office (this will be provided to the **Hirer** before commencement of each meeting, session, group or event).

Cleaning, Bin contamination and Rubbish Dumping:

- 5.25. It is the responsibility of the **Hirer** to ensure that the space/hall hired for the meeting, session, group or event is cleaned after use. Any debris is cleared and any spillages on the floor are mopped up. Tables should be cleaned and sanitised after use. Hoover, brooms, mops and buckets will be provided by **Eco Communities CIC** when needed.
- 5.26. The **Hirer** should make sure that **Guests** use the recycling bins provided in the **space(s)**.
- 5.27. The recycling bins in the "bin area" at **The Premises** are checked daily and any contamination of these bins will result in a fine. The fine will be added to the **Hirer's** next invoice. (Please see attached sheet to familiarise yourself with **Eco Communities CIC's** bins).
- 5.28. The dumping of rubbish at **The Premises** is strictly prohibited and will result in a fine. The fine will be added to the **Hirer's** next invoice.

Space Times and use:

- 5.29. **Hirers** and **Guests** are only permitted to enter the **Space(s)** during the agreed **Hired Period**. **Space(s)** hired must be vacated on time by **Hirers** and **Guests**. **Hired Period** times include setting up, setting down and cleaning time. **Hirers** will be charged for any **Hired Period** infringements.
- 5.30. **Hirers** and **Guests** are not permitted to enter **Space(s)** that are not included on their **Hire Agreement**. This will be seen as a breach of your **Hire Agreement** and could result in termination of the agreement.
- 5.31. **Eco Communities CIC** staff on duty will make sure that any equipment (including chairs and tables) is ready (or easy access ensured) for setting up before the commencement of each meeting, session, group or event. Information or requirements must be communicated with **Eco Communities CIC** in advance of each meeting, session, group or event.
- 5.32. It is the responsibility of the **Hirer** to set up their own, tables chairs and equipment.
- 5.1. The **Hirer** must ensure that any furniture (including tables, chairs and equipment are "put back" and stored as in clause 5.7 and 5.8.
- 5.2. The **Hirer** must ensure that all electrical equipment and lights are switched off at **The Premises** before the end of each session; failure to do so will result in a charge added to your next invoice.

Conduct of Hirers and Guests:

- 5.3. **Eco Communities CIC** have a code of conduct policy that **we** expect our **Hirers** and **Guests** to adhere to. This can be provided on request.
- 5.4. **Eco Communities CIC** expect the full support of **Hirers** when enforcing our policy and procedures.

6. Media, Advertising and the Distribution or Sale of Literature or Publication

- 6.1. The **Hirer** will obtain prior permission from **Eco Communities CIC** to carry out any of the following activities in **The Premises**:
 - 6.1.1. Organise any outside parties to carry out TV or Radio recordings, or broadcasts or interviews within the premises.
 - 6.1.2. Use of **Eco Communities CIC's** address as RSVP address for the **Hirer's** event, session, meeting or group.
 - 6.1.3. Affix bills, posters or banners to any wall or fabric of **The Premises** without permission from **Eco Communities CIC**.

Sale of books or any publications of the Hirer on The Premises.

- 6.2. **Eco Communities CIC** reserve to itself the sole right to sell books and any other publications on **The Premises**.
- 6.3. Free distribution of literature or publications of the **Hirer** must be conducted in the hired part of **The Premises** only.
- 6.4. The **Hirer** is responsible for obtaining any performing rights or copyright licenses or other permissions necessary for the activities allowed to be conducted on **The Premises** during the **Hire Period**.
- 6.5. A copy of any necessary license(s) or permission(s) must be provided to **Eco Communities CIC**.
- 6.6. The hire of a space/hall does NOT carry with it any implicit or implied endorsement from **Eco Communities CIC** and the **Hirer** is not permitted to make any claim for endorsement.

7. Appendixes

7.1. **Eco Communities CIC** reserves the right to add appendixes, policies and/or subclauses to this **Hire Agreement** where necessary to supersede the relevant clauses in the hire agreement in such circumstances to include without limitation:

- 7.1.1. natural disasters or acts of God
- 7.1.2. acts of terrorism
- 7.1.3. labour disputes or stoppages
- 7.1.4. measures of any government authority
- 7.1.5. war
- 7.1.6. acts or orders
- 7.1.7. epidemics, pandemics, or outbreak of communicable disease
- 7.1.8. quarantines
- 7.1.9. national or regional emergencies
- 7.1.10. or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control

Additions and attachments:

- 7.1.11. Fire evacuation procedure.
- 7.1.12. Recycling and refuse bins at the library.

8. Force Majeure

- 8.1. Neither party will be liable for failure to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; measures of any government authority, acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimise the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 8.2. In the event of cancellation due to the conditions stated in section 7.1 by either **Eco Communities CIC** or the **Hirer**, **Eco Communities CIC** will refund all monies paid by the **Hirer** for the cancelled Space or Event minus a £30 administration fee.

Agreement of Terms and Conditions by Hirer

If the above booking is approved, I hereby understand by signing this agreement and making payment for this hire, I agree to comply in all respects with these Conditions of Hire.

Signature (Hirer):	
Date:	