

HOUSING COMMUNITY CENTRES TERMS AND CONDITIONS

1. RIGHTS GRANTED

In consideration of your complying with your obligations under this Agreement the Council hereby grants to you (the hirer) the right and licence to enter upon and use the 'venue' and/or the 'room/office' during the 'hire period' for the purposes only of the event booked and paid for.

These terms & conditions are for venue/rooms/offices, located in/around housing estates that the '**Ealing Council Resident Involvement Team**' manage:

- Buckingham Avenue Portacabin (currently unavailable, will re-open 2024)
- Copley Close Community Centre
- Golf Links Community Centre
- Green Man Lane Portacabin (available until 2024)
- Gurnell Grove Community Centre
- Havelock Community Shop
- High Lane Portacabin

Regular Hirers are hirers that hire out any of the above for four or more consecutive sessions over a month.

Private Hirers are hirers that hire out any of the above for a few hours to one day or less than four consecutive sessions in a month.

The Hirer is the person completing and signing the booking form.

The Responsible Person is the person in charge of the event if '**the hirer**' is not attending the event

2. THE HIRE PROCESS, CANCELATIONS & DAMAGES

2.1. Bookings & Confirmations

- a) All '**hirers**' will need to complete a booking form and must be eighteen years of age or over to make a community centre booking. Any users under eighteen years attending the event, will need to be under the care and supervision of their parent or a responsible adult at all times. Council staff cannot accept responsibility for supervision of children.
- b) '**The hirer**' must be present in the venue/room for the duration of the hire period. Should '**the hirer**' not be present at the venue/room for the hire period, they must provide details to the Council of a '**responsible person**' who will be on site before the commencement of the hire period.
- c) Ensure that you know what events can and cannot be held beforehand (section 3). Please ensure that you clarify all these requirements with the Resident Involvement Team before booking.
- d) '**The hirer**' is responsible for ensuring that the number of attendees do not exceed the maximum capacity of the venue/room.

- e) Bookings shall be made in one-hour blocks. Bookings cannot be made for half or quarterly hours. The hire period includes the setting up and cleaning up of the venue/room. If **'the hirer'** goes over the hire period, then **'the hirer'** will be required to pay double the hourly rate for every hour they go over. This is payable to the Council and **'the hirer'** will be asked to pay the additional cost.
- f) Two forms of ID must be provided, when signing the booking form. One ID must have a recent photo of **'the hirer'** and the other a bill with your current address, which should be no longer than three months old.
- g) All bookings are **'provisional'** and **'not confirmed'** as taking place, until the booking form, evidence of ID and full payment has been made. This must be done two weeks before the commencement date of the hire period. If **'the hirer'** does not confirm the above within the timescale and another booking has been requested for the same date(s) the Council will cancel your **'provisional'** booking.
- h) **'The hirer'** will be responsible for arranging a date with a member of the Resident Involvement Team, for completion of the booking form, process of ID and for the arrangement of picking up / returning keys.
- i) For **'private hirers'**, keys will only be provided one working day before the date of the event and must be returned to the Resident Involvement Team on the next working day after the event. **'Regular hirers'** will be provided a set of keys until sessions are stopped, after which they must return the keys. No hirer can go into the venue/room on hours/days that they have not booked.

2.2. Payments

- a) All payments must be made online via our online booking system or a cheque made payable to the London Borough of Ealing. All payments are exclusive of Value Added Tax (VAT), which is payable (where relevant) by you.
- b) The Council's Resident Involvement Team will invoice **'regular hirers'** at the end of each month, except for nursery providers, who will be invoiced for the term. All invoices should be paid by the invoice date stated. Non-payment can result in sessions being cancelled until payment is received
- c) **'Private hirers'** will need to pay on the day of signing the booking form. There is no deposit. Payment is to be made in full.

2.3. Cancellations & Damages

- a) The Resident Involvement Team have the right to cancel any session if the venue/room is needed for an emergency due to any unforeseen circumstances.
- b) **'Regular hirers'** should email the Resident Involvement Team of any cancellations sessions. Cancellations will not be taken into consideration once invoices have been issued
- c) Priority is given to **'private hirers'**. At times the Resident Involvement Team may have to cancel **'regular hirers'**. The Resident Involvement Team will ensure that they give **'regular hirers'** at least two weeks' notice. The Resident Involvement Team may offer **'regular hirers'** another venue/room for the cancelled session. **'Regular hirers'** will not be required to pay the difference in price if the venue/room is more expensive. If the venue/room is cheaper than their original centre hire fee, the credit will be forwarded onto their account and the team will make them aware of this. The Resident Involvement Team

will endeavour not to cancel sessions more than twice a month. The exception being emergency usage.

- d) If the Council determines that during your use of the venue/room damage have been caused to either fixtures and fittings or equipment you may be liable for further additional charges. Following the event, the Council shall inspect the venue/room to ascertain whether you are liable for damages. If damages are identified, we will be invoiced accordingly and you will have 30 days from the date of the invoice to pay the sum due under the invoice. This could also result in be barred from hiring future venues/rooms.
- e) **'Regular hirers'** will be informed of any maintenance work/checks to take place during their sessions.

3. Permissible & Non-Permissible Events

3.1 Permissible events:

- Parties for children aged ten years and under.
- Baby showers
- Funerals and Wakes: Note that we cannot cancel bookings at the last minute.
- Training, Coffee Mornings, Elderly Clubs / Bingo
- Resident Association & Community meeting & events
- Registered Early Years Provision, Registered Youth Clubs & Toddler Groups
- Councillor's surgeries, Prayers, Religious meetings, and activities

3.2 Non-Permissible events

- Parties for eleven-year-olds and above
- Graduation and End of Year celebrations
- Engagement & Wedding parties

3.3 Bouncy Castles

Bouncy castles are not allowed inside any of our venues.

Bouncy castles are only allowed outside if there is space. **The 'hirers'** must make sure that measurements are taken to ensure that the bouncy castle can fit. **'The hirer'** is responsible for all health and safety requirements. Bouncy castle should always be supervised.

3.4 Alcohol, Smoking, and Drugs

- You are permitted to serve alcohol in the venue/room, but you must not sell it
- Underage drinking is not allowed on any of our premises.
- Selling or consuming drugs are not allowed in any of our premises.
- No smoking is allowed in or directly around the venue/room. This includes the use of e-cigarettes. Failure to prevent smoking on venue/room may result in a fine which will be charged accordingly by the Resident Involvement Team.

3.5 Guide-Dogs

With the exclusion of Guide-Dogs, no animals are permitted in or around the venue/room

4. USE OF THE VENUE/ROOM

4.1 Venue

The venue shall only be used for the purpose of the event and that **'the hirer'** shall take every reasonable care to ensure the proper and careful use of the venue/room. All venues are open from 9am till 9pm.

4.2 Cleaning

You shall ensure that the venue/room is left in a clean, secure, and tidy condition and available for hire for the next event. If the venue/room is deemed to be unfit for use or hire, **'the hirer'** shall be liable to pay the full cleaning costs and for any cost towards specialist cleaning services including but not exclusive to biohazards or repairs. This will also result in being charged an additional £25 administration fee.

4.3. Storage

Items shall not be stored in the venue/room without prior permission from the Council. There will be a charge for storage costs if permission is not granted. The Council shall not accept liability for stolen or damaged stored items.

4.4 Noise

'The hirer' must ensure that excessive noise and disturbance is not created either during the use of, or on leaving the venue/events. If the noise patrol team are called, **'the hirer'** will be liable for the cost. You will be responsible to pay for the full cost of repairs for any damage made to the venue/room, in addition to a £25 administration fee.

'The hirer' would need to inform the Resident Involvement team of the type of activity you intend to use the community centres for. If **'the hirer'** is found to be using the venue/room for activity that is seen as unfit by the Resident Involvement Team, the booking(s) will be cancelled immediately (no refund).

4.5 Fixtures and fittings

- a) **'The hirer'** must ensure that no person including suppliers:
- fixes anything to the structure, fixtures, and fittings or any of the contents of the venue/room; or
 - marks, soils, or damages the structure, fixtures and fittings, and contents of the venue/room; or
 - paints or constructs (save by way of the erection of prefabricated components approved by the Council's Representative) any object or structure inside the venue/room; or
 - touches or tampers with any gas, electrical or water installations at the venue/room without the Council Representative's consent.

4.6 Health and Safety

- a) **'The hirer'** must ensure that your activities, levels of supervision, working practices and equipment comply with current health and safety legislations and guidance.

- b) **'The hirer'** must ensure that all access routes, internal and external exits, corridors and fire exit and other signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with.
- c) **'The hirer'** is responsible for ensuring all aspects of health and safety of all users during hire period.
- d) Council staff may enter any part of the venue/room at any time during the hire period. The Council Representative may interrupt or terminate the event at any time if she/he believes that the venue/room's contents/structure are at any risk of damage or if the safety of people at the venue/room is or is about to be jeopardised or put at risk. In such circumstances, the Council will not be responsible for any loss **'the hirer'**, their suppliers, their guests, and/or other visitors may suffer.
- c) **'The hirer'** is responsible for the conduct and behaviour of their guests and/or persons attending the event. If the Council's Representative considers that a person's conduct or behaviour is unacceptable, the Council may insist on the immediate removal of that person.
- e) In the event the venue/room key(s) is/are lost and require(s) replacement, **'the hirer'**, will be liable to pay a fee of £60. **'The hirer'**, must not remove the key from the venue/room or make duplicate of the key(s).

4.7 After your event

- a) **'The hirer'** must ensure that they have switched off all the electrical switches and any appliances that you have used during the hire period.
- b) **'The hirer'** must ensure that they have securely locked up the venue/room after your event.
- c) The venue/room used, must be cleaned after use. All rubbish should be removed and disposed of correctly. **'The hirer'** should not leave any rubbish in the venue/room.
- d) **'The hirer'** must report any accidents to the Resident Involvement Team as soon as possible.
- e) The Council accepts no responsibility for any items or articles brought to the venue/room by you or any guest or for any item or articles left at the venue/room following the conclusion of the event. The Council shall have the right to remove and discard anything left at the venue/room after the hire period has ended.

5. CANCELLATION & TERMINATION

5.1 The hirer cancelling the event

'The hirer' may cancel a booking by giving the Council notice in writing (letter or email). It is **'the hirers'** responsibility to ensure that confirmation of the cancellation has been received by the Council.

The Resident Involvement Team cannot be held liable for any costs incurred by **'The hirer'** should a scheduled booking be cancelled. However, bookings can be rescheduled based on availability.

The Council reserves the right to enforce cancellation charges, as below:

Notice Period	Cancellation Charge
21 days or more before the date of the scheduled booking	No cancellation charge
21- 14 days before the date of the scheduled booking	25% of the booking fee
14-7 days before the date of the scheduled booking	50% of the booking fee
Less than 7 days before the date of the scheduled booking	100% of the booking fee

5.2 The Council's right to refuse and/or cancel an event

The Council reserves the right to refuse or cancel an event on the grounds of national security, public safety, the prevention of crime or disorder, the economic well-being of the community, the protection of health or morals, the protection of rights and freedoms of others, or any other grounds in its absolute discretion. The Council shall not be liable for any loss or damage whatsoever suffered by you, as a result of the cancellation of the event.

5.3 Termination of Agreements

The Council may (without prejudice to its rights and remedies in respect of any prior breach of this Agreement) terminate this Agreement forthwith at any time by notice to that effect to you and in that event the Council shall, unless you have breached any of the terms of this Agreement, return all sums paid by you for the hire of the venue/room but you and other persons attending the event shall have no further claim whatsoever against the Council in respect of the cancellation of this Agreement. The Council may not exercise its rights under this clause unreasonably.

5.4 Delay in performance or breach of agreement

The Council shall not be liable for any delay in performance or breach of this Agreement due to any event beyond its control including (but not limited to) fire, flood, storm, extreme weather, strike, electrical failure, Act of God, explosion, war, terrorist activity, Royal demise or other Royal ceremony and acts of governmental or parliamentary authority, including elections. The Council shall give notice forthwith to you upon becoming aware of such an event and will endeavour to agree an alternative date with you. If this is not possible the Council will return all sums paid by you for the hire of the venue/room but will not otherwise be liable for any other loss, expenses or charge incurred by you, as a result of the cancellation.

6. LIABILITY, INDEMNITY, AND INSURANCE

6.1 Losses & cost incurred by the Council

You shall remain responsible for any losses suffered or incurred by the Council as a result of the event or arising out of the use of the venue/room by you, your employees, suppliers or guests or out of any breaches by you of your obligations under this Agreement to the extent that these are not recoverable under any policy effecting such cover or to the extent that they exceed any limit on the policies.

6.2 Council's liability

Except in respect of death or personal injury caused by the Council's negligence, the Council excludes liability to the fullest extent permitted by law for any direct and indirect loss or damage suffered by you or any person attending the event or any other person involved directly or indirectly with the event which arises out of or in connection with the use of the venue/room for the event.

6.3 Insurance

It is your responsibility to ensure that your caterers, lighting, audio visual, production suppliers and other business that need insurance, maintain adequate insurance cover in respect of the event. The Council's requires minimum public liability cover for all events

7. DATA PROTECTION

Each party agrees to keep confidential all information obtained from the other relating to this Agreement and further agree to use such information only for the purposes of this Agreement.

The Council holds information on its customers on its computer system and paper files. Further details of the Council data protection can be found on the Council main website, [Our policy statement | Our policy statement | Ealing Council](#)

In limited circumstances, the Council may need to pass on your details to third parties. The Council shall process your information in accordance with the Data Protection Act 2018.

Please note that all press releases and other press material relating to the event, any proposed advertising or other publicity or promotional material must not be published without prior written approval from the Council Representative.

The Licensing Act 2003

An explanation for our clients

We are delighted that you have chosen to celebrate your special event at a Council venue. We are extremely keen to ensure that your event runs smoothly and that all your guests have a good time.

Whilst we understand that the supply of alcohol and entertainment are important parts of any event may we politely take this opportunity to draw your attention to the terms and conditions of your hirer agreement. Our community centres do not have a premises licence to allow alcohol to be sold on the premises.

Alcohol can be served at an event and you must disclose to your Council Representative full details of all alcohol to be served at the event and the precise type of entertainment to be provided not less than 4 weeks prior to the event. When a caterer is providing/serving the alcohol, the Council will require them to have a Personal Licence Holder present during its service.

To ensure our obligations are met Council staff or any of the approved suppliers who suspects anyone of underage drinking or adults supplying children with alcohol will notify the Resident Engagement Team and appropriate action will be taken.

Additionally, if the Council or the approved suppliers have reason to suspect a guest has consumed an excessive amount of alcohol and is danger of harming themselves, others and/or the building, service of alcohol will be refused to the individual.

Please may we also remind you of the following clause in your contract:

4.6 Health and Safety

- c) **'The hirer'** is responsible for the conduct and behaviour of their guests and/or persons attending the event. If the Council's Representative considers that a person's conduct or behaviour is unacceptable, the Council may insist on the immediate removal of that person.

Thank you for your patience in reading this. Please understand that we are duty bound to adhering to the licensing conditions whilst simultaneously protecting the property and ultimately ensuring that you, your families, and your guests remain safe and have an outstanding and memorable time here.

Please contact the Resident Involvement Team if you have any queries.