

CHURCHILL GARDENS RESIDENTS HALL

HALL & FUNCTION ROOM HIRE MANAGEMENT COMMITTEE AGREEMENT

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE
MAKING A BOOKING**

TERMS AND CONDITIONS OF USE: Churchill Gardens Residents Hall, Pimlico, London, SW1V 3AL

1. The User

In these Terms and Conditions, the term “**the User**” shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

2. Deposit

The User must pay a deposit of **£150** at the time of booking or at the time of receiving notification that the booking application has been accepted. Payment of an agreed deposit by regular Users will also apply.

3. Cancellation

After the agreed booking, and no later than 4 weeks before the booking date, the deposit will be returned less **50%** cancellation fee. If the booking is cancelled less than 2 weeks before the reserved date **NO** deposit will be returned. If the User booked outside the 4 weeks or 2 week cancellation period, **NO** deposit will be returned. A full refund of all advance deposits will be made in the event of cancellation in accordance with this condition if the booking is cancelled due to the Management Committee.

4. Hiring Charges

(a) The hire charges should be paid to the staff member or authorised person upon acceptance of the booking date in cash, bank deposit or card machine. No cheques will be accepted.

(b) The authorised person will supply details of the hiring charges which are:

Cost of Hire: Supplied at time of booking.

Deposit/Security Deposit: £150 (paid via bank deposit or card machine on confirmation of booking).

Full & Final Payment: Will be confirmed by the authorised person and will be paid in full 8 weeks prior to booking date via bank deposit or card machine. If the event is to be held before 8 weeks, full and final payment will be requested immediately along with the deposit.

Cancellation Fee: Less **50%** up to 4 weeks prior to booking date and **NO** refund returned if cancelled up to 2 weeks prior to booking date.

- (c) The Management Committee have the right to change prices at anytime but will not apply these changes to any booking that has already been confirmed and a security deposit paid. If you have confirmed your booking but not paid the deposit this change may apply.
- (d) The Management Committee have the right to move the User to another room within the building or to cancel the booking at short notice if a new booking is taken where the Hirer requires use of the room for 5 or more days of continuous use or the hire exceeds the Users hire period. The User will be offered an alternative room and if the room does not meet the requirement of the User then the booking will be cancelled, and all refunds repaid.
- (e) Minimum hire period is 2 hours.
- (f) Rooms will not be held unless the £150 Security Deposit has been paid. Your hire will be confirmed upon receipt of this payment.

5. General Conditions of Use of Hall (maximum 120 people)

- (a) The Management Committee has an absolute right to refuse or cancel a booking at any time.
- (b) **All bookings must end at the agreed time.** All property of the User and its agents must be removed before the end of the period of authorised use so that the Hall must be empty at this time. The Management Committee may sell and retain the proceeds of any property left after the period of authorised use or store it and charge the User for such storage at the option of the Churchill Gardens Residents Association.
- (c) The User is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the User must keep noise to a reasonable level, having due regard for nearby residents. The Management Committee or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.
- (d) The User is responsible for the proper conduct of children and young people attending the User's function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the User must keep noise made by children and young people to a reasonable level and must prevent the use of the areas outside and/or to the front of the Hall. Parties for children and young people must be supervised by at least 2 responsible adults at all times.
- (e) **For safety reasons children must never be allowed in the Kitchen.**
- (f) The Hall may not be used for the sale of alcohol. Only water and squash (no carbonated drinks) are permitted. All other drinks, including fizzy drinks **MUST** be purchased from the Bar. **The Management Committee will close a function if alcohol or other drinks are not bought from its licensed premises (the Bars).**

- (g) The User must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the Management Committee requires is obtained, renewed and continued as the case may be, including but not by way of limitation:
- (i) compliance with statutes governing preparation, serving, or selling of food.
 - (ii) compliance with statutes governing the sale and consumption of intoxicating liquor.
 - (iii) compliance with statutes governing persons working with or caring for children (including their engagement, supervision, and training).
 - (iv) obtaining any requisite licence for music entertainment, dancing, concert, or stage performances; and
 - (v) compliance with the conditions of such requisite licences.
- AND** the User shall keep the Management Committee fully indemnified against all losses and demands made against or suffered by or incurred by the Churchill Gardens Residents Association arising out of all such matters. If the Management Committee has given written permission, the User may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use of for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to the Management Committee immediately and ensure that its requirements are fully complied with.
- (h) All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding the function.
- (i) **YOU MAY NOT ATTACH ANYTHING TO ANY OF THE WALLS IN ANY OF THE FUNCTION ROOMS.** No nails, screws, bolts etc may be driven into the walls and fixtures of the Hall and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the previous consent of the Management Committee or their sub-committee responsible for the Hall.
- (j) The User is responsible for all damage done to the Hall (including any Fixtures, Fittings and Furniture and any other articles in it) during the period of use, whosoever may have caused the damage. All damage and breakages must be entered in the damage book and reported to the Hall Bookings Secretary.
- (k) The User agrees to pay all such rates, taxes, charges, assessments, and other liabilities as may be imposed upon the Churchill Gardens Residents Association or otherwise solely as a result of the User's use or occupation of the Hall. If rates, taxes, charges, assessments or other liabilities which are imposed upon the Churchill Gardens Residents Association or otherwise are higher than they would have been but for the User's use or occupation of the Hall, then the User shall pay all such additional sums.
- (l) The Hall must be cleaned, all crockery washed up and put away and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. **Please note that it is the responsibility of the User to remove all rubbish from the Hall, including the surrounding area. If the User fails to observe these conditions the Management Committee may perform it on behalf of the User and recover the cost from, or make an appropriate charge to, the User from the Security deposit.**

- (m) The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Hall or any part of it may not be used by any person other than the User.
- (n) The Churchill Gardens Residents Association does not warrant that the Hall is fit either legally or physically for the suggested use.
- (o) The User must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.
- (p) The User must ensure that there is a minimum of 2 competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
- (q) The User must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.
- (r) Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations or a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of the Management Committee. If electrical appliances are brought into the Hall by the User, then the User must ensure that these items are safe and in good working order and used in a safe way. Where a residual circuit breaker is provided under terms of PEL or CPL the User must make use of it in the interests of public safety.
- (s) The User shall not allow any food to be prepared or consumed on the Premises unless previously approved by the Management Committee and subject to such terms and conditions the Churchill Gardens Residents Association may impose in relation to such preparation or consumption and in any event the User shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. **YOU MAY NOT BRING OR USE MICROWAVE OVENS OR OTHER ELECTRICAL COOKING EQUIPMENT IN ANY PART OF THE BUILDING.**
- (t) The User shall have non-exclusive use of the Hall and shall have access to the toilet. The User is not permitted access to any other parts of the Hall including the Kitchen without prior agreement.
- (u) The User shall make their own arrangements for any additional chairs, tables or other equipment required for the period of use of the Premises and for removing them at the end of the Hire period.
- (v) The User shall not bring or permit to be brought any animals (except guide dogs) onto the premises or other parts of Churchill Gardens.
- (w) If you wish to bring a bouncy castle into the Residents Hall, provided that the equipment is used in accordance with the guidelines provided by the company you hire from, those using the inflatable should do so safely. Churchill Gardens Residents' Association can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of the negligence on your behalf. As the equipment will be in your possession and control whilst in

use rather than the Churchill Gardens Residents' Association, any liability for injuries or other losses caused other than in the circumstances described above rests with you. Accordingly, it is strongly recommended that you (the bouncy castle hirer) has adequate public liability insurance covering his or her liability arising from the use of the inflatable.

You will, during the period of your hire, be responsible for the supervision of the equipment you have hired, its care, safety from damage however slight of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity including proper supervision of children to ensure their safety.

(x) We do not offer storage; all equipment must be removed after each hire period.

6. Child Protection

6.1 The signed current Child Protection policy is posted in the Hall. Users are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.

6.2 The User is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary Child Protection checks are undertaken. The Churchill Gardens Residents Association accepts no responsibility for the User's failure to comply with these requirements.

7. Protection of Vulnerable Adults

It is the responsibility of the User to ensure the protection of any vulnerable adults using the Hall.

8. Insurance

The Hall is fully covered for any claims due to negligence on the part of the Churchill Gardens Residents Association. However, the User must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall.

Regular Bookings with Fees/Commercial Hirers: Please include copies of your relevant Public Liability Insurance Certificate to validate your booking.

9. Disclaimer

The Churchill Gardens Residents Association, its officers, agents, and servants shall not be liable to the User or to any person using or entering the Hall for personal injury or for damage to, loss or theft of any property brought into the Hall, unless caused by the negligence on the part of the Churchill Gardens Residents Association. The User shall indemnify the Churchill Gardens Residents Association, its officers, agents, and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10. Parking

- (a) Users are advised that there are no parking spaces belonging to the Hall.
- (b) All vehicles are parked at the owner's risk. The Churchill Gardens Residents Association is under no liability to insure against loss, theft, or damage to vehicles.
- (c) The emergency access to the Hall must not be obstructed at any time and must be kept free for emergency services.

11. Fire & Emergencies

- (a) The User is responsible to call the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency number below.
- (b) The User must ensure that all exits, emergency exits and fire appliances in the Hall are free from obstruction and available for use at all times during the period of use.
- (c) In common with all public buildings smoking is not permitted anywhere in the building. The User shall not allow on the premises the consumption of drugs or any other illegal substances.

12. Emergencies

Please ring **999** for any emergency service.

13. Rights of Access of the Churchill Gardens Residents Association

The members of the Management Committee and any persons authorised by the Churchill Gardens Residents Association shall have the right to enter any part of the Hall at all times during the period of use.

14. The Corporation

For the purposes of this Agreement, 'the Corporation' means the Lord Mayor and Citizens of the City of Westminster of City Hall, 64 Victoria Street, London SW1 and the benefits and the Corporation shall be entitled under the Contracts (Right of Third Parties) Act 1999 to enforce all rights in its favour against the User including (without limitation) the payments of the Hire Charge.

- (a) The Corporation has the right to override, alter, or retake the terms of this Hiring Agreement at its absolute discretion.
- (b) The Churchill Gardens Residents Association occupies the Premises as a tenant of the Corporation and any dispute regarding the use of the Premises, facilities or equipment of the terms of the Agreement shall be settled by the Corporation in the absence of agreement.

15. Additional Terms & Conditions

To be taken into account (if any) are detailed below:

Regular Bookings with Fees/Commercial Hirers: Please include copies of your relevant Public Liability Insurance Certificate to validate your booking.

Dated: August 2024