

Acton Gardens Community Centre

Standard Conditions of Hire



1. Use of centre

- 1.1** Use of the community centre and its facilities is subject to the following rules and, in the case of the Hirer, to the conditions incorporated in the hiring agreement.
- 1.2** Upon entering or exiting the community centre, **ALL HIRERS (incl. their employees)/ VISITORS** are advised to use the **NHS QR Code** (posters displayed throughout the centre). **This does not replace the community centre requirements for visitors to sign in/out.**
- 1.3** Face coverings are to be worn by everyone excluding those that are medically exempt and children under the age of 11. Please note that some activities will be exempt from wearing a face mask for the duration of the activity/booking. Please speak with a member of staff for more details.
- 1.4** All visitors are kindly requested to observe social distancing at all times.
- 1.5** Visitors are advised to use the hand sanitisers provided and hirers must encourage hand hygiene.
- 1.6** Hirer **MUST** provide a covid-19 risk assessment prior to using the centre.
- 1.7** **Hirers must stick to their capacity guidelines to ensure social distancing is respected and followed.**
- 1.8** **Hirers are advised to observe the rule of 6 when applicable.**
- 1.9** Parents that are dropping off their children for activities are encouraged to leave the centre upon drop off and return for pick up. **Centre staff reserve the right to ask parents to leave.**
- 1.10** **Hirers are advised to encourage parents where applicable to prepare/dress their kids in appropriate clothing prior to arriving at the centre.**
- 1.11** These standard conditions apply to all hiring of MHDT London Development Trust's premises. If the Hirer is in any doubt as to the meaning of any of the following, Centre Management staff should immediately be consulted.
- 1.12** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 1.13** **Your booking MUST be restricted only to the room paid for (excluding the social areas), if any other areas of the centre are used without prior consent a £50 charge will be retained from your deposit.**
- 1.14** All Hirers who wish to book the centre on the weekend must hire any room for a minimum of 4 hours for private hire and public hire. During the week, the minimum hire is 2 hours after 5.00pm.
- 1.15** Hirers must gain permission from the centre management team if they wish to bring or arrange for a bouncy castle to be set up in the main hall. **Any user using a bouncy castle must sign insurance disclaimer/waiver forms and operate the bouncy castle at their own risk and must check the size suitability for the Hall.**
- 1.16** Due to special flooring in rooms 1 and 2, stiletto shoes are not permitted.
- 1.17** No more than 3 people are permitted in reception at any one time.
- 1.18** **Please note, there are NO PARKING facilities onsite, hirers are to make their own arrangements.**

1.19 Please note, no animals are permitted onsite except for guide dogs.

1.20 Please ensure no paper towels, nappies or sanitary disposables are flushed down any of our toilets, please use bins provided.

2. Activities/Events

2.1 The following activities/events as of 17th May 2021 are permissible to take place at the centre; Weddings, Birthday Parties (30 attendees max not counting children under 5 years old), Funeral ceremonies (Max venue capacity), wakes (30 attendees max not counting children under 5 years old), Education, Children and Adult Indoor sports and Religious Worship.

3. Age

3.1 The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

4. Maximum Capacity

4.1 Room capacities have been reviewed to comply with current Covid -19 requirements.

ROOM	MAXIMUM CAPACITY	
	SEATED	STANDING
*MAIN HALL	70	70
**ROOM 1	30	30
**ROOM 2	30	30
*ROOM 1 & 2 COMBINED	60	60
KITCHEN 1	3	3
KITCHEN 2	3	3
SOCIAL AREA	5-8	10

*Dependant upon how seats are arranged.

**Dependant upon how seats are arranged, minimum capacity is 13 if seated in a circle (please ask reception for a copy of our seating plan if necessary).

5. Centre Opening Hours

5.1 The Centre Office current normal hours are from 9am to 3pm weekdays. Outside these hours, a centre worker will be onsite. Please note; Due to the current lockdown in place in England our centre opening hours are subject to change, please check timings with reception before making your booking.

5.2 The Centre is not usually available to hire on Public Holidays. Hirers will be informed of availability before making their booking.

5.3 The Centre will be open and closed for private events/public events as per the agreed booking times of the hire agreement on the booking form completed by the hirer.

5.4 The Centre must be by the terms of its lease and in consideration of Insurance be closed no later than 11pm Monday to Saturday and 9pm on Sundays. **If a hirer stays beyond this time, they will lose their deposit as per the centre managers' discretion.**

6. Security Procedure

6.1 A Centre worker will be responsible for opening and closing the Centre for Hirers outside of normal office hours. **The Hirer is not permitted to enter their hired room outside of their allocated hours.** Any breach of these conditions may lead to further charges to the Hirer and may cause the end of the Hirer's right to use the Centre.

6.2 Hirers using the Centre outside normal office hours must ensure that no unauthorised persons are admitted into the Centre. The Hirer and the Centre worker are responsible for ensuring that all windows and doors in the room they use are securely locked before leaving.

6.3 CCTV will operate at the Centre and in the immediate external areas.

6.4 Visitors to the centre must leave promptly at the end of their event or activities. No waiting is permitted on the premises.

7. Booking start and finish times

7.1 The Hirer must be aware of start and finish times of their hire and must not exceed them. If you arrive late for your booking **this time will not be added to your agreed finish time.**

7.2 **The Hirer must include the time needed for set up and clear down prior to and after the event in their booking.** Your event must start and finish of the allotted time you hired for. For example; 2-9.30pm, if you need an hour to set up, you need to include this in your booking. Failure to do so will mean the Centre cannot guarantee you this time.

7.3 In relation to 6.2, all music must be switched off **One Hour** before your event finishes, to ensure that vacating and packing of your event can be done on time. I.e. event finished at 9.30pm, music must be off by 8.30pm, same for earlier events; if they finish at 8pm, music must be off by 7pm.

7.4 **If the Hirer has not vacated the building by the agreed time, this will result in further charges and may result in a loss of their deposit.**

8. Applying for use of the Centre

8.1 All bookings for a facility within the Centre must be made to Centre Management staff, by filling out and signing the Centre's appropriate booking forms. All bookings are at the discretion of MHDT London Development Trust Ltd.

8.2 The Hirer, having signed the form, undertakes to comply with the Hire Agreement. Completion of the application does not necessarily mean approval will be given. Approval will be given in writing once a deposit has been accepted by Centre Management staff.

8.3 We advise all Hirers to book as far in advance as possible to maximise the chance of the Centre being available for hire.

8.4 The Hirer will only be able to use the Centre at the agreed time and **must arrive no earlier than 15 minutes beforehand.** If their hire times need to change, the Hirer must notify Centre Management staff who will update their fees accordingly.

8.5 MHDT LONDON DEVELOPMENT TRUST reserves the right to refuse an application where the Centre cannot accommodate the requirements of the Hirer; or the activities are considered a risk to the public order; or the Hirer's use would risk alienating existing users or the local community.

8.6 Until the appropriate booking form has been signed and deposit given, bookings cannot be guaranteed.

9. Applying for regular use of the Centre

9.1 Regular use is defined as booking at least ten dates at regular intervals (to be called 'Regular Hirer' in this document).

9.2 All Regular Hirers can block book dates for a maximum of 3-month periods. 3 weeks before the last booked date, the regular hire user must get in contact should they wish to block book a further 3 months. They must send a completed booking form along with any other documents that are necessary via email or letter. We will confirm in writing via email or letter should we accept the next set of blocked booked dates.

9.3 Please note that regular hirers are required to pay **one-month security deposit and one month rent in advance.**

9.4 **Please note that a monthly cleaning charge will be added to your invoice, this will be calculated depending upon the frequency of your regular bookings.**

9.5 We do ask all regular hirers to be flexible when they can be regarding times and dates for their bookings.

9.6 The centre does not offer storage facilities, but where the centre has made reasonable accommodation - items will be stored at owners' risk.

- 9.7** From time to time, Centre Management staff will review Regular Hirers' activities and reserve the right to stop bookings immediately where either the Hire Agreement has been broken, or the activities of the groups no longer relate to the aims and priorities of the Centre. Full reasons for a decision will be provided to the Hirer who will have an opportunity to appeal the decision with the MHDT LONDON DEVELOPMENT TRUST CEO whose decision is final.
- 9.8** Regular hirer must keep a detailed log of people attending their sessions; a copy of this log must be given to centre staff after each session. This requirement is to help with contact tracing.
- 9.9** Hirers must wipe tables, chairs and any equipment used after their sessions.

10. Cancellations

- 10.1** MHDT LONDON DEVELOPMENT TRUST reserves the right to cancel bookings when required for use as a Polling Station; or when in the opinion that the state of the facility is such that it is not safe or unfit for the intended use. In this event, the Hirer will not be charged, and fees paid in advance will be refunded.
- 10.2** MHDT LONDON DEVELOPMENT TRUST reserves the right to cancel any booking made when the same is required for reasons of national or district emergency. In the event of this occurring, any hire charge will be returned in full, but the Centre will not be liable for any loss incurred by the Hirer.
- 10.3** The Hirer hereby agrees to accept the decision of the Centre and to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.

11. Payments

- 11.1** To guarantee their booking, the Hirer must pay a deposit (see 11).
- 11.2** Hirers undertake to pay in advance for all bookings made by them or on their behalf. Hirers will receive written notice to pay the full fee of their booking within 14 days or 30 days as agreed after receiving the deposit to confirm your booking. This must be paid before the due date of the invoice. MHDT LONDON DEVELOPMENT TRUST reserves the right to cancel a group's use of the Centre if fees are not paid within this timeframe.
- 11.3** We accept cash, BACS transfers, and debit cards.
- 11.4** If you would like to use a debit card to make a payment, there is an additional charge of 50 pence with every transaction.
- 11.5** Unfortunately we are not able to accept any payments made by cheque.
- 11.6** Prices are correct at time of print but may be subject to change. We do not charge VAT.
- 11.7** Regular Hirers will be invoiced monthly, unless agreed otherwise with Centre Management staff.

12. Deposit

- 12.1** The purpose of a deposit is to cover unexpected damage and eventual cleaning costs as a direct result of a Hirer using the Centre. The deposit values can be found below (correct at June 2021).

ROOM	DEPOSIT
MAIN HALL	£200
ROOM 1	£100
ROOM 2	£100
ROOM 1 & 2 COMBINED	£200
KITCHEN 1	£100
KITCHEN 2	£100
SOCIAL AREA	£100

- 12.2** A booking is not confirmed until the deposit is paid in full, for any Hirer using the Centre. Arrangements will be made for the refund of the deposit on receipt of advice that the Hirer no longer needs the space and providing the terms of this Agreement have been upheld.

13. Cancellation Fees

- 13.1** Hirers must advise Centre Management staff in writing no less than 1 month prior to any cancellations to their bookings. Less than 1 months' notice will result in full or partial loss of the total booking fee. This will be calculated by the length of time between the event date and the cancellation notification, as follows:

- A. If less than one month (30 days), 10% of the total cost of the function
- B. If less than two weeks (14 days), 50% of the total cost of the function
- C. If less than one week (7 days), 100% of the total cost of the function

- 13.2** Enforcing the cancellation fees is up to the discretion of Centre Management

14. Hire Charges

- 14.1** The charges for the use of the Centre are subject to change. A table of charges can be found below (correct at August 2020).

Hire rate for Acton Gardens Community centre 2021		
Hourly rates	Private Events Closed to the public - i.e. private parties, company events/conference, meetings, closed training/workshops	
	Mon – Fri	Sat / Sun
Main Hall *	£75.00	£75.00
Room 1*	£25.00	£30.00
Room 2*	£25.00	£30.00
Room 1 & 2 combined	£45.00	£55.00
*Social Area - Downstairs	The social area can be booked at an extra charge of: £40 when booking the main hall £20 when booking room 1 & 2 combined £10 when booking room 1 or 2 Please note that a charge of £50 will be applied if the social area is used without prior consent.	
Social Area – 1 st Floor	£20.00	Restricted Use
Kitchen	£25.00	£30.00
Please note the use of the kitchen is included free of charge when booking the main hall or room 1 & 2 combined. Please note that this is not applicable for complimentary bookings.		

	*Charity organisations can apply for 15% discount on private events
	*Acton Gardens residents will receive 20% discount; proof of residency is required
	*Deposit of £200 for the Main Hall and £100 for other rooms
Cleaning charge	<ul style="list-style-type: none"> ▪ Main hall: £55.00 standard charge ▪ Room 1 or Room 2: £20.00 (Mon to Fri), £25.00 (weekend) ▪ Room 1 & 2 combined: £30.00 (Mon to Fri), £35.00 (weekend) ▪ This charge is also applicable to complimentary bookings

14.2 Hire charges are calculated on an hourly basis. The pay scale determines hire charges per hour according to weekday/weekend bookings and the type of Hirer using the Centre.

14.3 The booking forms require information which will ascertain the type of Hirer booking the Centre. This includes (not exclusively) the most recent turnover of an organisation. Centre Management staff reserve the right to request additional information.

15. Additional Services – Price List

15.1 The use of chairs and tables is inclusive of hourly hire rates.

15.2 The charges for the use of additional services are subject to change. A table of charges can be found on your booking application (correct at August 2020).

16. Discounts

16.1 Discounts are subject to change. Any additional discounts or negotiation of hire charges are up to the discretion of Centre Management staff. Such as the 20% Acton Gardens Discount and 15% Charity Discount.

17. Operating Procedures

17.1 MHDT LONDON DEVELOPMENT TRUST is not liable for damage to or loss of equipment or belongings of the Hirer.

17.2 The Hirer must ensure that:

17.3 No lights or lighting fixtures are interfered with in any way.

17.4 All decorations including flowers and all equipment other than equipment provided by the Centre must be removed by the end of the event unless an arrangement has been made with Centre Management Staff prior to the booking.

17.5 No damage is caused to the building or any property, equipment, fixtures, fittings and art work contained within the building.

17.6 The Hirer must treat other Centre users with respect including others' equipment and belongings.

17.7 The Hirer must promptly report all breakages and damage to Centre Management Staff so that repairs/replacements can be made.

17.8 Compensation for damage caused by a Hirer will be required.

17.9 Children must be supervised by an adult always while in the facility.

17.10 The Hirer is responsible for dealing with any spillages during the time of the hire.

17.11 The use of highly flammable materials, including candles, tea lights, and gas catering gel lighter hobs is prohibited.

17.12 All emergency exit doors and passageways MUST be left clear at **ALL** times.

- 17.13** No drugs or illegal substances are to be consumed or brought onto the premises. Anyone found to be using such substances or conducting illicit activities will be removed from the facility, lose their deposit and booking fees, and be reported to the Police.
- 17.14** No food or drink may be taken out of the premises to consume outside.

18. Set up and Cleaning

- 18.1** Hirers are required to set up for their event, however, we offer a set up service at the following costs: Main hall £35, Room1 &2 combined £20, Room 1 or 2 £15
- 18.2** Please refer to section 13 Hire charge for more information on cleaning charge.
- 18.3** The Hirer is responsible for setting up their own equipment and where necessary to set up equipment owned by the Centre, if previously agreed. It may be possible to negotiate assistance from Centre Management staff where needed. Hirers should indicate their specific equipment, furniture and set up requirements on their booking form.
- 18.4** The Hirer is responsible for leaving the space they use in a clean and tidy state.
This includes:
- 18.5** Placing all rubbish in the bins provided.
- 18.6** Putting all tables and chairs away into the storage area in a clean and tidy state.
- 18.7** Rubbishing or taking away any food items left in the kitchen.
- 18.8** Any equipment belonging to the Centre must be safely returned to Centre Management staff.
- 18.9** Only Blue Tack and Sellotape are permitted for decoration use, no pins, tacks, staples or nails may be used.

19. Supply of alcohol

- 19.1** Alcohol may not be provided or consumed at the Centre without prior written permission of Centre Management staff.
- 19.2** **Our alcohol policy states only Beer and Wine** may be consumed on the premises, this means that no spirits, liquors or cocktails may be on site. **An alcohol waiver will need to be signed during the booking process.**
- 19.3** The Hirer must not allow the sale of alcohol under any circumstances on the Centre premises. This includes transactions of any sort using coupons, vouchers, or entry tickets.
- 19.4** The Hirer is fully responsible for their guests if they are supplying alcohol on the premises.
- 19.5** No drinks, glasses or food should be taken out of the premises at any time.

20. Music and noise

- 20.1** Noise must be kept to a reasonable level. The Hirer is responsible for noise levels when guests are entering and leaving the building. Centre Management staff reserve the right to request Hirers to turn music down if they believe it is above a reasonable level. **Where the Centre receives complaints about noise, the Hirer concerned will be liable to lose their deposit and prevented from hiring the Centre again.**
- 20.2** We permit the use of the centres own sound system which must be placed at the top end of the Main Hall to direct sound downwards and not in the line of the doors.
- 20.3** If hirers are using the services of a DJ, entertainer or any persons who wish to use their own equipment they must be informed by the hirer that we **only permit the use of the Centres sound system**. They may bring along their own mixer or cables.
- 20.4** The doors to the Main Hall must remain closed and not wedged open throughout your event to prevent sound travelling outside.

21. Kitchen usage

- 21.1** Please note the kitchen may be used for free when booking the Main Hall or Room 1 & 2 combined. This is not applicable for complimentary bookings.
- 21.2** All Hirers who are booking the kitchen and not the Main Hall must pay full kitchen rates.
- 21.3** Hirers who intend to book the kitchen must read the MHDT LONDON DEVELOPMENT TRUST Food Safety Policy. This is available from Centre Management staff or the MHDT LONDON DEVELOPMENT TRUST website. Please ensure that you understand this and communicate it to your other kitchen users.
- 21.4** Distributing food to members of the public is done by the Hirer at their own risk.
- 21.5** Ensure that no fats, oils or grease is poured down the kitchen sink.

22. Health and safety

- 22.1** We advise that all Hirers to read the MHDT LONDON DEVELOPMENT TRUST Health and Safety Policy. This is available from Centre Management staff. The main points for Hirers to be aware of are:
- 22.2** A Fire Marshal will be onsite in the building at all times.
- 22.3** A Risk Assessment Summary for the building can be found in Schedule 2. As part of their booking, all Hirers are responsible for their guests being aware of this.
- 22.4** Regular Hirers must provide Centre Management staff with a risk assessment for their specific activity.
- 22.5** Visitors to the centre must wear a face covering at all times whilst on the premises unless exempt.
- 22.6** Visitors are advised to use the hand sanitisers provided and hirers must encourage hand hygiene.
- 22.7** Hirers must stick to their capacity guidelines to ensure social distancing is respected and followed.
- 22.8** Hirers are to inform centre staff if any of their visitors or participants report a positive Covid-19 results.
- 22.9** Where necessary, a microphone must be used to lead devotions or sermons in order to avoid shouting. Avoid sharing microphones between different speakers (Gov. Guidelines 19/01/2021)
- 22.10** Small groups of singers, including choirs, can perform in front of worshippers. Singing should be limited to a small set group of people, congregational singing or audience participation is not allowed. (Gov. Guidelines 19/01/2021)

23. Safeguarding children and vulnerable adults

- 23.1** Any Hirer using the Centre for activities with children, young people or vulnerable adults must provide Centre Management staff with evidence of their suitability to work with such groups. This includes DBS checked staff and relevant policies.
- 23.2** Our Safeguarding children and vulnerable adult's policy is available from the MHDT LONDON DEVELOPMENT TRUST website.
- 23.3** Children must be supervised at all times by the Hirer and must not be left unaccompanied while waiting for activities to begin.

24. Smoking policy

- 24.1** **All inside facilities at the Centre are no smoking areas.**

- 24.2** All Hirers are advised that smokers should limit their time outside the building and keep noise to a minimum while the event is taking place. Please use cigarette bins to dispose of cigarettes. Non-compliance with this policy may result in a loss of deposit and the person or organisation being refused future use of the Centre.

25. Insurance

- 25.1** The Centre is insured against any claims arising out of its own negligence.
- 25.2** All Hirers are responsible for making arrangements to insure against any third-party claims which may be taken against them or their organisation while using the facilities. Regular Hirers will be required to show proof of necessary insurance cover before hire is approved.
- 25.3** Any hirers wishing to provide a bouncy castle for their event must sign a public liability form for this from MHDT LONDON DEVELOPMENT TRUST.

26. Storage

- 26.1** The Centre can provide limited storage with the agreement of Centre Management staff. Items are left at the user's own risk. Items not cleared within two weeks of a request to move them will automatically be removed. There will be a charge for this.
- 26.2** Hirers may store small amounts of non-perishable goods within kitchen cupboards in agreement with Centre Management staff. They do so at their own risk.

27. Loss and damage to property

- 27.1** The Centre does not accept responsibility for the loss or damage to Hirer's property.
- 27.2** Loss or damage to the Centre's property including any art work, caused by the Hirer must be paid for by the person or organisation concerned.

28. Complaints

- 28.1** A complaint form is available from Centre Management staff. Any complaint should be addressed to Centre Management staff in the first instance, who will provide a response within one week. If not satisfied with the response, the complainant should refer to the MHDT LONDON DEVELOPMENT TRUST Complaints Procedure Policy which is available on the MHDT LONDON DEVELOPMENT TRUST website or from Centre Management staff.

29. Photo permission

- 29.1** The Hirer agrees to allow MHDT LONDON DEVELOPMENT TRUST to take photos of the Hirer's activities within the building, unless prior exemption from this clause has been requested. Photos will be used for the express purpose to advertise specific activities taking place to the local community, or services offered by the Acton Gardens Community Centre. These photos may be used on the MHDT LONDON DEVELOPMENT TRUST website, newsletter, emails, and other social media.
- 29.2** Photos will only be taken by the centre where prior consent has been gained from the specific hirer.
- 29.3** It is the responsibility of the Hirer to seek delegate permission and let them know photos may be taken.
- 29.4** We will ensure that signage is displayed around the building to raise awareness of this

Schedule 2: Centre Risk Assessment - Summary Existing Controls

1. Slips & Trips

- Cabinet doors and drawers kept closed when not in use
- Clear fire exit route is maintained at all times
- Any damage to flooring to be reported to Centre Management staff immediately
- Regular cleaning of the floors, including stairs

- Appropriate lighting levels including stairs

2. Fire

- Fire Risk Assessment for the building
- Smoke detection throughout the building
- Fire evacuation procedures carried out by staff
- No flammable materials used or stored
- Regular fire drills carried out
- Fire alarm tested weekly
- Fire escape routes kept clear at all times and exits clearly marked
- No smoking policy maintained
- Fire extinguishers provided and accessible at all times
- Portable heaters and fans switched off at night

3. Electric shock; Scalds/burns; Food poisoning; Rodents/vermin

- Kitchen equipment tested to Council approved frequencies
- Regular cleaning of kitchen areas, fridges, etc
- Daily disposal of food waste and food kept in appropriate cupboards or fridges
- HACCP which outlines how food risk is managed in the Centre

4. Falling materials from insecure stacking or storage

- Adequate storage space/shelving provided including low level storage

5. Electric shock or faults

- All equipment purchased meets EC standards
- Portable appliance testing carried out at Council approved frequencies – items labelled with last test date – and by approved contractors.
- Staff not to attempt any electrical repairs themselves but to report problems
- Extension leads must not be plugged into other extension leads

6. Unauthorised entry

- Members of the public not allowed in staff areas unless they are an invited visitor
- Visitors to be accompanied at all times

29. Agreement and Signature

I hereby confirm that I agree to adhere to all of Acton Gardens Community Centre's terms and conditions as detailed in this document.

Name:

Signature: Date: