

# **QUEEN MARY AND PIPER HALL TERMS AND CONDITIONS**

The application for hire when completed and signed by the hirer and received by One Norbiton along with the deposit shall then constitute the agreement for of the above Halls.

## **1. Applications**

1.1 One Norbiton reserves the right to refuse any application without stating the reason for doing so and reserves the right to impose special conditions should this be necessary due to the type of booking.

1.2 The venue is as described on the Booking Form.

1.3 If the venue is part of a larger building this is known in this Agreement as the “Facility.” Hirers and their guests have the right to use common areas and toilets; however these facilities are shared with other Facility users.

1.4 Every application must state the nature and purpose of the letting for which the Premises is required.

1.5 One Norbiton reserves the right to cancel any letting with reasonable notice or without notice if necessary.

1.6 The right to use the Premises is not transferable.

## **2. Details of the Booking**

2.1 The Booking Form has the details of any provisional booking made.

2.2 Any booking will be made on the basis of the information provided on the Booking Form.

One Norbiton shall not be responsible for any mistake on the Booking Form or any loss incurred thereby.

2.3 Hirers should check the Booking Form carefully and should ensure in particular that the following details are correct:

- Venue
- Date(s) of the booking
- Time and duration of the booking (to include time to set up and pack away)
- Any special arrangements requested

2.4 If the Hirer wishes to change the details of the booking the Hirer must contact the Contact Centre for advice and submit an amended booking form if required.

## **3. Storage (regular bookings only)**

3.1 In the case of regular bookings, storage facilities may be available at the Premises. Provision

is at the discretion of the One Norbiton, which may impose conditions on such storage.

3.2 Access to the stored property will only be available at times when the Hirer has booked the Premises or with the prior permission of One Norbiton.

3.3 Should storage be agreed, the Hirer shall be responsible for ensuring that any property is securely stored in the agreed manner.

3.4 No hazardous materials may be stored at the Premises.

3.5 One Norbiton accepts no responsibility or liability in respect of any damage to or loss of any goods articles or property stored under this Condition except where such damage or loss is due to the negligence of the One Norbiton. Hirers are responsible for arranging their own appropriate insurance for items stored at the Premises.

#### **4. Charges and payments**

4.1 For the use of the premises, the hirer must pay the charges which are set out in the letter to confirm the booking.

4.2 Bookings must be fully paid for in advance, including a deposit if required. The deposit will be confirmed after booking.

4.4 One Norbiton in agreement with the Council reserves the right to alter, add to, omit or vary the charges from time to time.

#### **5. Deposits**

5.1 Deposits will normally be fully returnable within fourteen days of the Facility being used except:

- Use of the Facility other than for the purpose stated on the booking form will, at the discretion of One Norbiton, mean that the deposit will not be returned
- One Norbiton will deduct from the deposit any additional costs that become payable as a result of the booking, including additional cleaning and any loss or damage to the building or its contents
- One Norbiton will deduct the amount stated in these terms and conditions for early entry or lateness
- The deposit may be forfeit for contravention of any of these terms and conditions, at One Norbiton's discretion

#### **6. Early Entry or Lateness Charge**

6.1 Bookings must commence at the time and on the date stated on the booking form and the Premises vacated by the time stated on the booking form. Neither the Hirer nor any visitor may enter the premises before the start time. If this condition is breached then a fee of £100 is payable to the Council via One Norbiton.

6.2 Hirers must not discriminate either directly or indirectly towards users of the hall or the wider public

and must comply with the law relating to discrimination from time to time in force in the UK. If a group is considered to be discriminatory in nature, or has not complied with any act or regulation relating to discrimination, One Norbiton reserves the right to refuse or to terminate booking/s.

## **7. Use of the Premises**

7.1 One Norbiton reserves the right at its absolute discretion to refuse the admission or to evict any person from the facility. The Council reserves the right of entry to the Premises for any of its officers or to agents acting on its behalf at any time.

7.2 One Norbiton or its agents may terminate a booking immediately if it is believed that the Premises is being used other than in accord with the booking form and/or these terms of conditions.

7.3 No part of the Premises may be used for any purpose other than the Purpose of the Hiring started on the booking form.

7.4 No part of the Premises is to be used for any unlawful purpose or in any unlawful way.

7.5 The Hirer must not allow anything to be brought into the facility that endangers the Premises or may render Invalid any insurance policies held in respect of the facility

7.6 The Hirer shall be responsible for:

7.6.1 Ensuring that the number of persons admitted does not exceed the maximum specified below:

Piper Hall Large Hall - 100 Small Hall 30

Queen Mary Hall: 50

7.6.2 Ensuring that any persons admitted conform in all respects to the regulations governing the use of the facility, including the conditions in these terms and conditions.

7.6.3 Ensuring the effective supervision of children

7.6.4 Ensuring that noise is maintained at a reasonable level so as not to cause disturbance and nuisance to residents in the vicinity, particularly during hot weather when windows and doors may be open, and when guests are arriving at or leaving the Premises

7.6.5 Setting out and stacking away all chairs and tables

7.6.6 Leaving the premises in a clean and tidy state

7.6.7 Leaving the toilets clean and tidy

7.6.8 Ensuring that at the end of the hiring all the Hirer's apparatus, props, decorations, food, and other belongings are removed immediately or stored properly if storage has been agreed. All refuse must be placed in bin bags and left as instructed.

7.6.9 Ensuring spillages are cleaned up promptly so that there is no hazard to guests or

other halls users and that the Premises are left in a clean state after the booking

7.6.10 Ensuring that all windows and doors are secured as instructed before leaving and all lights are switched off

## **8. Injury to Persons and Loss of Property**

8.1 One Norbiton or The Council will not be liable for the death of or injury to any person attending the Premises for the function which is the subject of the hiring except where such death or injury is due to the negligence of One Norbiton or the Council; nor for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement.

8.2 One Norbiton and the Council will not under any circumstances accept responsibility or liability in respect of any

damage to or loss of any goods articles or property of any kind brought into or left at the Premises by the Hirer or their guests.

8.3 The Hirer indemnifies One Norbiton and the Council against all such liabilities

## **9. Indemnity**

9.1 The use of the Premises is at the Hirer's risk and the Hirer shall indemnify One Norbiton and the Council against any liability incurred towards any third party or parties arising out of or incidental to the hire of facilities or equipment and due to the negligence or default of the Hirer or persons of parties under the Hirer's control. The Hirer shall if required by One Norbiton, adequately insure with an insurance company, against the foregoing and produce evidence of such adequate insurance on demand.

9.2 One Norbiton, The Council, its officers, employees or agents shall not be responsible for any loss or damage, whether direct, indirect or consequential to any property suffered or sustained at the facility unless such loss or damage occurs as a result of the defective state of repair of the premises or the equipment at the facility.

## **10. Further exclusions of liability**

10.1 One Norbiton or The Council will not be liable for any loss due to any breakdown of machinery failure, of supply of electricity, leakage of water, fire, government restriction, or act of God that may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

10.2 The Council gives no warranty that the Premises is legally or physically fit for any specific Purpose.

## **11. Catering**

11.1 Where access to the kitchen facilities is included in the booking form, the Hirer must ensure that the rules set out in relation to this are strictly adhered to.

11.2 Any person under 11 years old must be supervised at all times by an adult in the kitchen areas.

11.3 The Hirer must take necessary steps to ensure the health and safety of those using the kitchen and of other guests and users of the halls. Due consideration should be given to the understanding of health and safety issues, including food hygiene, by those using the kitchen facilities.

## **12 Structural Alterations**

12.1 The Hirer shall not carry out any alterations to the building, nor fix or cause to be fixed any apparatus, equipment, notice or decoration.

12.2 The Hirer shall not fix any decorations, posters or signs other than on notice boards inside or outside the premises. Anything fixed to the notice boards must be approved by the Council in advance.

12.3 No nails, tacks, screws, drawing pins or other like objects shall be inserted into the plaster of the walls or woodwork; no adhesive labels shall be fixed on any articles of hall furniture or on the plaster or woodwork of the Premises

## **13 Animals**

13.1 No animals, except registered assistance dogs, will be admitted to the facility without the previous consent of One Norbiton.

13.2 Animals admitted with the consent of the One Norbiton shall not be allowed into the kitchen areas of the Premises. One Norbiton or its agents may, at their discretion, impose further conditions with respect to the admittance of animals at any time.

## **14. Maintenance of Good Order**

The Hirer shall at all times be responsible for the maintenance of good order and shall provide efficient stewarding at entrances and exits at all times to deal with an emergency and to ensure that maximum numbers are not exceeded at any time. The entrance foyers shall be used only for the purpose of entering and leaving the hall and shall be kept clear.

## **15. Safety**

15.1 The Hirer shall be responsible for the orderly and safe evacuation in case of emergency;

15.2 The Hirer must familiarise themselves with the emergency procedure at the site, location of first aid points and fire exits.

15.3 All hirers must agree to attend a safety briefing prior to their use of the Premises and must sign a check sheet to demonstrate they have been made aware of the key issues and know what the requirements are

## **16. Damage**

16.1 The Hirer is to take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises and, save to the extent that One Norbiton or the Council may be indemnified by insurance, the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises.

## **17 Public Entertainment**

17.1 Lettings for music dancing or stage plays are permissible only if the entertainment is for a private function and is undertaken neither with a view to profit or for any other consideration.

17.2 The Hirer must ensure that no legislated entertainment under the Licensing Act 2005 takes place at the Premises without the agreement of the One Norbiton. One Norbiton may specify conditions for such use, including that the Hirer shall be responsible for obtaining any necessary licences.

## **18. Alcohol**

Alcohol must not be sold, consumed or supplied within the Premises without the One Norbiton written permission. One Norbiton may refuse such permission or specify conditions for such use, including that the Hirer shall be responsible for obtaining any necessary licences.

## **19. Publicity**

19.1 There must be no publicity for events at the facility until the booking has been confirmed.

19.2 All correspondence, posters and publicity advertising events for which the premises are hired should use the title of the venue set out on the Booking Form. On no account may contact details for the Council be included on the advertising without the express permission from One Norbiton.

19.3 Any publicity in contravention of this clause may result in the booking and any future bookings being cancelled.

## **20. Gambling**

20.1 No collection, games of chance, sweepstakes or lotteries nor any betting may be conducted

on the premises without the prior consent in writing of One Norbiton.

20.2 The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

## **21. Broadcasting**

No sound or television broadcasting or commercial filming or photography may be conducted without the prior written consent of the Council. All requests should be directed to One Norbiton crehallbooking@gmail.com

## **22. Smoking / Naked flames**

Smoking on the Premises is prohibited. The use of dry ice or smoke machines is also prohibited. This also prohibits any ignition source such as naked flames, candles and incense.

## **23. Hazardous Materials**

Hirers must not bring on to the premises any hazardous materials including compressed gas cylinders, paraffin heaters, fuel or cleaning chemicals.

## **24. Electrical Equipment**

24.1 No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered moved or in any way interfered with.

24.2 No additional lighting, heating, power or other electrical fittings or appliances (including music equipment) are to be installed or used without the prior consent of One Norbiton.

## **25. Breach of the Agreement**

If the Hirer fails to observe and perform any of these Conditions One Norbiton or the Council may:

- Charge to and recover from the Hirer any expenses incurred by One Norbiton or the Council in remedying any such failure including the cost of employing attendant workers, cleaners or other persons as may be appropriate
- Cancel the current or any other hiring of the Premises by the Hirer without incurring any liability to One Norbiton or the Council for the return of any fee or otherwise.

## **26. Statutory Requirements**

26.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a

breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises.

26.2 The Hirer must obtain and comply with all conditions and regulations made in respect of the Premises by the Fire Authority and a copy of these will be supplied to the Hirer on request.

## **27. Complaints**

Any complaint arising out of the hiring must be made in writing to One Norbiton within seven days of the hiring.

## **28 Cancellation**

### **28.1 By the Hirer:**

28.1.1 Single and Regular bookings: in the case of a cancellation of a regular booking, the Hirer shall pay to One Norbiton the full amount of the basic hire charges together with any other losses incurred, unless notice is provided at least 21 days before the date of the relevant hire date.

### **28.2 By One Norbiton:**

28.2.1 If the hiring is cancelled by the One Norbiton it will give to the Hirer the maximum practicable notice and refund the fee and deposit but not otherwise be liable to the Hirer.

28.2.2 One Norbiton or the Council will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by the Hirer, arising from this cancellation.

## **Signature**

If signing as an individual or on behalf of a group, society, or unincorporated Association:

The Hirer warrants that he or she:

- is at least 18 years of age
- understands that personal contractual liability is undertaken for all the terms of this agreement and that

Where a hiring is entered into on behalf of an organisation, the Hirer is duly authorised to bind that organisation which will also be contractually liable to One Norbiton

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By making this booking, the Hirer acknowledges that he/she has read these terms and conditions of hire and accepts their terms.

If signing on behalf of a Company, by signing the attached booking form the person acting on behalf of the Hirer acknowledges that he/she has read these terms and conditions of hire and accepts the terms thereof.

**The Hirer:**

Signed: .....

Date: .....

Name (Print): .....

Address: .....

.....

Telephone and email: .....

.....

On behalf of (organisation): .....

One Norbiton

Signed: .....

Date: .....

Name (Print) .....

Position: .....