

# Terms and Conditions of Hire

81 Brigstock Road, Thornton Heath CR7 7JH

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## Summary of Facilities

	Scratchley Hall	Lounge Room	Beauty Room
Maximum capacity	60	12	4
Availability	Mon to Fri 9am to 9pm Sat 9.30am to midnight Sun 9.30am to 11pm	Mon to Fri 9am to 9pm Sat & Sun 9.30am - 9pm	Mon to Fri 9am to 9pm Sat & Sun 9.30am - 9pm
Step-free access?	Yes using main entrance from Brigstock Road.  All emergency exits involve several steps.	One step (23cm/9” high) to access Lounge Room evenings and weekends; ramped access possible during our weekday office hours. Same step to access toilets at any time of day/week. All emergency exits involve several steps.	One step (16.5cm/6.5” high) to access Beauty Room evenings and weekends; ramped access possible during weekday office hours. Same step to access toilets at any time of day/week. All emergency exits involve several steps.
Kitchen facilities	Included in Hall hire	None	None
Refreshments	Hirer supplies	Tea/coffee/jugs of water available weekdays at £1.50 per head per half day where pre-booked.	
Toilets	<ul style="list-style-type: none"><li>• Disabled cubicle comprising a toilet, basin &amp; drop down nappy changing table,</li><li>• Ladies’ facilities comprising 2 toilet cubicles with one hand wash basin,</li><li>• Gentlemens’ facilities comprising one toilet cubicle with 2 urinals and a basin.</li></ul> <p><b>PLEASE NOTE:</b> all toilets are shared between the Hall, Lounge &amp; Beauty Room</p>		
Furniture, flooring etc.	60 chairs. 15 rectangular trestle-style tables, 2 large and 9 medium circular tables. 8 square side tables. Wooden floor. Hearing loop fitted.	Oval table in three sections. 12 chairs. Flip chart holders x 2. (Hirer provides pens) Carpeted floor.	One table 1.2m x 0.6m with 2 chairs. Small basin with hot and cold running water. Commercial grade vinyl flooring.

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<b>Included</b>	Heating, lighting and power use.		
<b>Optional</b>	Portable projector & screen, portable hearing loop (must be pre-booked)		
<b>Emergency Exits and Escape Route</b>	There is a shared corridor leading from Brigstock Road to all of the bookable facilities and the toilets. This corridor must be kept clear at all times as it forms an escape route and provides access to toilets etc. Similarly no emergency exits may be blocked or obstructed at any time.		
<b>Please note:</b>  There is <b>no</b> air conditioning to any part of the premises	No built-in sound or PA system. Hirers to provide their own equipment. <b>IMPORTANT:</b> A noise limiting device has been fitted. See section 7.15		The windows in this room are at high level to ensure privacy.

## 1.0 Definitions

**AUKC:** Age UK Croydon (Registered Charity 1081013) – hereafter AUKC

**Facilities** refers to Scratchley Hall, the Lounge Room and/or the Beauty Room

**Regular Hirer:** booking at least ten dates at weekly intervals within a 3 month period.

**Authorised Persons:** any person appointed by the Age UK Croydon management team to inspect, supervise or allow the use of the premises.

## 2.0 Application to Hire Facilities

- 2.1 Applicants are advised to make arrangements to visit the facilities in order to ascertain its suitability for the intended purpose. AUKC Office is open from 9.30 to 16.30 weekdays. Please make an appointment so that we may ensure that the relevant facility is not in use.
- 2.2 Bookings are confirmed only upon receipt of a completed Booking Form and receipt of the payments due at that time. See section 4.0 for further details.  
*Upon signatory of the completed Booking Form, you confirm that you have read and agree with this set of Terms and Conditions.*
- 2.3 AUKC reserves the right to refuse an application where the office cannot accommodate the requirements of the Hirer, the activities are considered a risk to the public order and/or the Hirer's use would risk alienating existing users or the local community.
- 2.4 Only the facility booked and any equipment agreed on the booking form will be available during the hire period.
- 2.5 Hirers are not permitted to sublet the premises under any circumstances. Doing so will result in immediate eviction of the premises and all payments being withheld.

## 3.0 Authorised Persons

- 3.1 Any member of AUKC staff shall have the right to enter and remain in the premises at all times during the hiring for the purpose of inspection & supervision.
- 3.2 AUKC's Caretaker will be on the premises throughout the hire and will assist in the event of an emergency.
- 3.3 All AUKC Appointed Persons are entitled to work without fear or intimidation. We do not tolerate verbal or physical abuse towards them under any circumstances and will not hesitate to take legal action if appropriate. Please treat Caretakers with the respect they deserve. This includes all your guests and it is your responsibility to ensure that

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they adhere to this clause. Failure to do so will result in your Security Deposit being retained. Unscheduled or additional staff time must be met by the Hirer.

## 4.0 Maximum Capacity & Prohibited Activities

- 4.1 **Maximum capacities** for the facilities have been determined by the Fire Risk. It is against the law to exceed the capacity set.
  - 4.1.1 Hirers are responsible for monitoring numbers and ensuring that capacities are not exceeded. AUKC accepts no responsibility or liability for any incident arising due to exceeded maximum capacities.
- 4.2 **Smoking** is not permitted under any circumstances. **All areas of the facility are “no smoking” areas.** The Hirer will lose their Security Deposit and booking fees (see Section 4.0) and also be reported to the Police.
- 4.3 **Illegal Substances** are not permitted to be brought onto or consumed within the premises. The police will be called if any authorised person believes any visitor or hirer to be in possession of, or using, such substances.
- 4.4 The **sale of alcohol** on the premises is not permitted under the Licensing Act 2003. A Temporary Event Notice must be granted by the Licensing Authority to permit the sale of alcohol. A copy of such licence must be provided to Age UK Croydon if granted.
- 4.5 Any external advertising or signage used during hires at AUKC's premises must have prior approval from AUKC in writing.
- 4.6 Fireworks or any explosives are not permitted.
- 4.7 Any breach of the Terms and Conditions as set out in Section 4 will result in the Damages Deposit being retained in full by AUKC. Please refer to Section 5.

## 5.0 Fees and Deposits

- 5.1 *Hire fees and deposits are payable as follows:*

When	Amount
7 days after making booking	50% of balance* + Damages Deposit
14 Days before hire	Remaining Balance*

- 5.2 *A Damages Deposit of £200.00 (inc. VAT) is required for all bookings. Bookings will not be confirmed until the Damages deposit has been received.*
  - 5.2.1 *The Damages Deposit will be refunded to you within 10 working days after the booking providing that there are no damages after your booking. Please see Section 6*
- 5.3 The minimum hire period is 60 minutes.
- 5.4 *Hirers must make all payments by the deadlines as detailed in clause 5.1*
  - 5.4.1 *Failure to make payments on time will result in the booking being cancelled by AUKC without notice.*
  - 5.4.2 *If your booking is cancelled under clause 5.4.1, you will not be entitled to receive a refund for any payments made.*
  - 5.4.3 *AUKC is not liable for any costs incurred to the hirer in the event your booking is cancelled under clause 5.4.1.*
- 5.5 Payments may be made by Cash at Reception or by BACs.
  - 5.5.1 For BACs Payments, please ensure you quote your Booking Reference, Surname and Date of Booking.
- 5.6 All charges are inclusive of 20% Value Added Tax.

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## 6.0 Damages

- 6.1 *The facility must be left in the condition in which it was found.*
- 6.2 *Hirers are not permitted to use screws, nails or drawing pins to secure decorations or other items to any part of the building (internally or externally).*
- 6.3 *Hirers must use White Tack to secure decorations and this must be removed when clearing the facility.*
- 6.4 *If any defects are found upon arrival to the premises, the hirer must report these within 1 hour by email to [BR.Admin@ageukcroydon.org.uk](mailto:BR.Admin@ageukcroydon.org.uk).*
- 6.5 *The Hirer is responsible for and must make good any loss or damage to any part of the building, or its contents, occasioned during or as a result of the hiring.*
- 6.6 *The walls, doors, floors or any other part of the premises MUST NOT, under any circumstances, be defaced by the use of nails or screws. No writing, printing, painting or decoration that cannot be removed is to be made to any part of the premises internally or externally.*
- 6.7 *AUKC will invoice for compensation required for restoring such damage. The decision of the Management as to the amount payable to make good such loss or damage will be final and conclusive and shall be binding upon the Hirer.*
- 6.8 *Any damages to any part of the building or its contents will result in the Damages Deposit being withheld.*

## 7.0 Amendments & Cancellations

- 7.1 *Should the Hirer wish to cancel the booking, this must be communicated in writing, or by email, no later than 14 days prior to the booking.*
- 7.2 *Any charges in relation to cancelled bookings will be processed in accordance with section 5.*
- 7.3 *Any amendments should be requested in writing, or by email as soon as possible. Amendments are requests only until confirmed by AUKC.*
- 7.4 *The intended use for the hire must be clearly stated at the time of booking. Amendments must be confirmed in writing.*

## 8.0 Cancellation by Age UK Croydon (AUKC)

- 8.1 *AUKC reserves the right to cancel bookings for the following reasons:*
  - *The facilities are required for official use such as a Polling Station;*
  - *National or district emergency;*
  - *If it is deemed that the facilities are not safe for occupancy or fit for purpose.*
  - *Force majeure events**In this event, the Hirer will not be charged and fees paid in advance will be refunded. AUKC will not be liable for any loss incurred by the Hirer.*

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## 9.0 During hire

- 9.1 **Arrival** - The premises will be unlocked 5 minutes before the booked start time. If the Hirer does not arrive within the first 30 minutes of the hire, the booking is presumed to be cancelled and all hire fees and deposits forfeited. The Hirer is encouraged to call the duty caretaker on 07511 734762 to advise if delayed on route to AUKC facilities – this number is only available during hire times. In these circumstances the Hirer hereby agrees to accept the decision of Management and is deemed to have consented to the cancellation with no claim at law or equity for any loss or damage caused by the cancellation.
- 9.2 **Neighbours** - AUKC Facilities are surrounded by residential properties. Hirers and their guests are expected to respect our neighbours and demonstrate appropriate considerate conduct.
- 9.3 **Setting Up & Setting Down** tables and chairs (Scratchley Hall only). The Hirer is responsible for setting up and clearing away tables, chairs etc. Where pre-booked, it may be possible to set up tables and chairs for a Hirer for which there is a minimum charge of £60.
- 9.4 **Evacuation Procedures** - All corridors, hallways & doors must remain clear of obstacles at all times.
- 9.5 **Food and Drink** - Hirers take full responsibility for all food and/or drink that they supply (directly or via third parties) in terms of compliance to Food Safety Legislation.
- 9.6 **Safeguarding** - Any Hirer using the facilities for activities with unaccompanied children, young people or vulnerable adults must ensure that there are an appropriate number of suitably trained and qualified DBS checked adults on site.
- 9.7 **Children**. Children must be supervised at all times. Children are not permitted into the storage area behind the stage nor left unsupervised inside or outside the facilities. A suitable number of stewards must be provided.
- 9.8 **Lighting** - No additional lighting may be installed. Only independent free-standing lighting with a standard UK 3 pin plug may be used. Please note that there are a limited number of electrical sockets available.
- 9.9 **Storage and Deliveries** - We are unable to store materials, equipment etc. before or after events. Any deliveries (such as food, drink etc.) may only be made during the booked hire times and must be directly accepted by the Hirer. Please ensure that all belongings etc. are removed at the end of the hire. AUKC does not accept responsibility for any items left at our facilities.
- 9.10 **Control of Premises** - The Hirer is responsible for controlling and supervising access and egress during their event. The Hirer will be responsible for the maintenance and preservation of good order in the premises and in the approaches thereto throughout the whole duration of the hiring.
- 9.11 The Hirer is responsible for noise levels when guests are entering and leaving the building. AUKC staff reserve the right to request Hirers to reduce noise, music, entertainment etc., if they believe it is above a reasonable level. Where AUKC receives complaints about noise, the Hirer concerned will be liable to lose their deposit and prevented from hiring again.
  - 9.11.1 In the event of the Police attending site as a result of a disturbance or the Council's Noise Nuisance team for noise pollution, the Hirer will be asked to vacate the premises immediately and any deposit will be forfeited.
  - 9.11.2 Emergency exit doors must not be propped/wedged open to limit noise.
  - 9.11.3 Scratchley Hall only - The main doors to the Hall must remain closed and not hooked or wedged open during your event to prevent sound travelling outside. The windows on the left hand side of the hall (when facing the stage) must not be opened.
  - 9.11.4 **A Noise Limiter** has been installed inside the hall above the double entrance doors. This will cause power to trip if the noise exceeds a programmed level. The monitor can be reset by pressing the red button.



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Sound should not exceed noise level limits in place. **Noise should be at its lowest after 11pm.**

- 9.12 **Other Facility Users** - The Hirer must treat other facility users with respect including others' equipment and belongings as well as access to shared facilities such as toilets.
- 9.13 **Legislation** - The Hirer is responsible for complying with all relevant legislation. This is *not* limited to legislation enforced by the Local Authority, Fire Authority or local courts. Where relevant, legislation relating to Theatres and Places of Assembly will apply.
- 9.14 **Emergencies** - In the event of a fire or emergency situation, the Hirer, his agents, his guests must comply with all instructions of AUKC or such duly authorised persons, to evacuate the building without delay and proceed to an assembly point for the purpose of ensuring that all persons who were in the building can be accounted for.
- 9.15 Upon **leaving**, the hirer must place their rubbish into black bags.
  - 9.15.1 A 'Grace Period' of 30 minutes after the end time of stated on the booking form applies, to allow time for the removal of belongings, equipment and the disposal of rubbish.
  - 9.15.2 Any length of time over the 'Grace Period' will be charged at the quoted hourly rate,

## 10.0 Regular Use of the Facilities

- 10.1 Regular Hirers may block book dates up to a maximum of 12 months in advance subject to clause 6.2.
- 10.2 At the start of a new Regular Hire, AUKC reserves the right to require up to three months payment in advance before reverting to invoicing one month in advance.
- 10.3 Regular Hirers must provide at least one calendar months notice to cancel a date or to terminate.
- 10.4 From time to time, AUKC will review Regular Hirers' activities and reserve the right to cease bookings immediately where either these Terms and Conditions have been breached or the activities of the Hirer no longer relate to the aims and priorities of AUKC. Reasons for a decision will be provided to the Hirer who will have an opportunity to appeal the decision with a member of AUKC's Senior Management Team.
- 10.5 Regular Hirers who fall into arrears with hire payments will have their booking terminated with 7 days notice.
- 10.6 All regular Hirers of the facilities are responsible for obtaining any licences necessary in connection with the booking and must hold current Public Liability Insurance at a suitable level for their activity. This policy must be held prior to the hall being used and entry to the hall may be refused if cover is not affected.
- 10.7 We are unable to store equipment etc. for regular Hirers between bookings.

## 11.0 Liability of Age UK Croydon

- 11.1 AUKC is not responsible for or incur any liability in respect of any loss occasioned by the Hirer through accident of any kind or electricity failure or any other cause. AUKC is not responsible or will incur any liability for any damages to or loss of any property whatsoever placed in the premises by the Hirer or any person on his behalf.
- 11.2 While AUKC is insured for claims which arise from its own negligence, AUKC will not otherwise be liable for any third party claims whatsoever.
- 11.3 AUKC does not accept responsibility for the loss or damage to Hirer's property.

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## **12.0 Interpretation and Complaints**

12.1 AUKC reserves the right to add, amend or alter these conditions.

## **13.0 Complaints**

13.1 A complaint form is available from staff at AUKC.

13.2 A copy of the complaints procedure is attached in Appendix 1.