

Brigstock Road Thornton Heath

Terms & Conditions for Hiring Facilities

1) DEFINITIONS

“The Management” refers to Management of Age UK Croydon (AUKC).

“Facilities” refers to Scratchley Hall, the Darby Meeting Room or the Lounge room.

2) APPLICATION TO HIRE THE FACILITIES

2.1) Applicants are advised to make arrangements to visit the facilities in order to ascertain its suitability for the intended purpose.

2.2) Applicants requiring use of the facilities should apply by completing and signing an application for hiring facilities form provided by Age UK Croydon’s office. The applicant, having signed the form and paid a deposit undertakes to comply with the terms and conditions.

2.3) Hirers are advised to book as far in advance as possible to maximise the chance of the facilities being available for hire.

2.5) Management can reject any booking request without stating a reason.

2.6) Only the areas booked and the equipment specified in the booking are available on the day for use. The use of chairs, tables, toilets, lighting and heating is included in all bookings and the kitchen for hall hirers.

2.7) Hirers must not set up a bouncy castle and/or any other similar equipment.

2.8) The Hirer will only be able to use the facilities at the agreed time. If their hire times need to change, the Hirer must notify the office who will update their fees accordingly.

2.9) 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.

3) INVITATIONS

For all bookings that require an invitation or poster or cards, the hirer must use either the Darby or Lounge Meeting Rooms or Scratchley Hall name only and not Age UK Croydon. The address of the facilities is 81 Brigstock Road, Thornton Heath, CR7 7JH.

4) APPLYING FOR REGULAR USE OF THE FACILITIES

Regular use is defined as bookings at least ten dates at regular intervals (to be called ‘Regular Hirer’ in this document).

4.1) All Regular Hirers are able to block book dates for a maximum of 12 month periods. 4 weeks before the last booked date, the regular hire user must get in contact should they wish to block book a further 12 months. They must notify the office, 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 block booked dates.

4.2) AUKC ask all regular hirers to be flexible when they can be regarding times and dates for their bookings.

4.3) From time to time, management 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 AUKC. Full reasons for a decision will be provided to the Hirer who will have an opportunity to appeal the decision with management.

5) DISCOUNTS

Discounts are subject to change. Any additional discounts or negotiation of hire charges are at the discretion of Management.

6) MAXIMUM CAPACITY

The figures showing maximum capacity in each of the rooms should on no account be exceeded:

ROOM	MAXIMUM CAPACITY
	SEATED
Scratchley Hall	60
Lounge	12
Darby Room	15
Kitchen	5

7) DEPOSITS AND PAYMENT

7.1) In order to guarantee a booking, the Hirer must pay non refundable cash deposit of £75.00, which goes towards the outstanding balance. This is required for all personal Hirers in accordance with the schedule of charges and lodged with the application at the Management's discretion.

7.2) In addition, a refundable deposit of Two Hundred and Fifty Pounds (£250.00) is required for all personal bookings that relate to the hall, paid as a provision against any unexpected damage and cleaning costs to the premises or its furniture as a direct result of any Hirer. This deposit will be fully refunded 20 working days after the event provided that the hall is left in good order following a joint inspection with the Hirer and the Caretaker after the event or the space is no longer required.

7.3) The whole or any part of the said sum can be forfeited to the Management at its absolute discretion in full or partial compensation for any such damage occasioned during the hiring, but without prejudice to the right of the Management to recover from the hirer any additional amount by way of compensation as aforesaid.

7.4) Hirers undertake to pay in advance for all bookings made by them or on their behalf. All fees must be paid 20 working days before the booking commences.

7.5) The minimum hire period is for one hour. Only hourly bookings will be accepted. Hire costs can be reviewed at the Management's discretion.

7.6) Payment by BACS transfer is preferred but cash and cheques will be accepted quoting the booking reference.

7.7) Hire charges are correct at time of print but may be subject to change. VAT is not chargeable.

7.8) Regular Hirers will be invoiced a month in advance, unless agreed otherwise with Management.

7.9) Non payment will result in no admission to the building until payment is made and/or possible termination of the hiring of facilities.

8) ALTERATION OF BOOKING

Should the Hirer wish to change the date booked or cancel the booking, this must be done in writing. If the cancellation is made 20 working days prior to the date of hire, a full refund of any monies paid will be returned to the Hirer. Less than 20 working days notice will still be chargeable. However, meeting room bookings can be moved to another date on one occasion.

9) CANCELLATION OF HIRE BY AUKC

9.1) Management reserve the right at its absolute discretion to cancel the hiring. If the hiring is cancelled under this clause, the deposit paid will not be refunded to the Hirer who will have no claim of any kind whatsoever, either at law or in equity, whether for loss, expenses, damage or otherwise in consequences of such cancellation.

9.2) Management 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.

9.3) Management 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. However Management will not be liable for any loss incurred by the Hirer.

9.4) Enforcing the cancellation fees is up to the discretion of Management.

9.5) In the event of a Hirer not arriving within 30 minutes after the commencement time of the hire, the Management reserve the right to consider the hire cancelled, without return of any payments received.

9.6) The Hirer hereby agrees to accept the decision of Management 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.

10) HIRER NOT TO SUBLET

The Hirer must not sublet or use the premises unlawfully. If you are found to sublet, legal action will be taken.

11) SMOKING & ILLEGAL SUBSTANCES

The Hirer is not permitted under any circumstances to smoke on the premises. **The facility is a “no smoking” area.** No illegal substances should be brought onto or consumed on the premises; this is against the law and action will be taken on anyone found to be using such substances or conducting illicit activities and will be removed from the facility, lose their deposit and booking fees and be reported to the Police.

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

12) SUPPLY OF ALCOHOL

12.1) The Hirer should not allow alcohol to be sold on the premises. This includes transactions of any sort using coupons, vouchers or entry tickets. A licence from Croydon Council is required before selling alcohol. Anybody found to be selling alcohol without a licence will be reported to the Croydon Council and the Police.

12.2) The Hirer is fully responsible for their guests, if they are supplying alcohol on the premises. No drinks or glasses should be taken out of the premises at any time.

13) ALLERGIES

CAUTION – Please do not bring kiwi & dragon fruit on to our premises as there are reports of severe allergies

14) DEFACING OF WALLS, ETC

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 on any ceiling, floors, wall or door.

15) RESPONSIBILITY FOR DAMAGE

You must report any problems with the premises, furniture, equipment, fixtures, fittings and artwork during setting up in the first hour. You will be liable for any unreported damage or breakages. The Hirer is responsible for and must make good any loss or damage to any part of the building, or to furniture, fittings, appliances or other apparatus, occasioned during or as a result of the hiring and should upon demand by the Management pay to it such compensation as may be incurred by the Management in restoring such damage. The decision of the Management as to the amount payable to make good such loss or damage should be final and conclusive and shall be binding upon the Hirer.

16) KITCHEN USAGE

16.1) All Hirers who book the hall have access to the kitchen included in their hire charge.

16.2) All Hirers who are booking the kitchen and not the Hall must pay kitchen rates. Please speak to Management.

16.3) Distributing food to members of the public is done by the Hirer at their own risk.

16.4) Hirers should familiarize themselves with all kitchen equipment

16.5) Use of crockery etc. must be cleaned and packed away before leaving the premises.

16.6) The hob, oven and surfaces must be cleaned

16.7) The dishwasher must be emptied and all crockery returned to the appropriate cupboard

17) HEALTH AND SAFETY

The main points for Hirers need to be aware of are:

17.1) Hirers should be aware of the fire alarm points and procedure in case of fire.

17.2) Risk Assessment Summary for the building can be found in Appendix 1. All Hirers are responsible for their guests being aware of this.

18) SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

18.1.) Any Hirer using the facilities for activities with children, young people or vulnerable adults must ensure there is evidence of their suitability to work with such groups. This includes DBS checked staff and relevant policies.

18.2) Children must be supervised at all times by the Hirer and must not be left unaccompanied while waiting for activities to begin.

19) PRESERVATION OF ORDER

19.1) The Hirer will have complete control and supervision over all means of ingress and egress and over the openings of the doors and the admission of the public and the Hirer or his representatives should act under its direction in this respect.

19.2) 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.

19.3) The Hirer must treat other facility users with respect including others' equipment and belongings.

20) SETTING UP

The Hirer is responsible for setting up their own equipment and where necessary to set up equipment owned by Age UK Croydon, if previously agreed. However it may be possible to provide set up and set down assistance of table and chairs only. **The cost is £30.00.**

21) CLEANING OF PREMISIES

Whilst the basic cleaning of the facilities used has been factored into the cost of the rental charge, it is the Hirer's responsibility to remove/store away any property/equipment that has been set up in conjunction with the facilities used (e.g. chairs, tables, etc.)

- **Remove** any debris or rubbish left in the premises following any function or performance;
- **Recycle** all paper, cardboard boxes in the recycling bins provided outside of the property by the entrance doors;
- **Sweep and mop** the floors of the rooms utilised using the correct colour coded equipment.

Cleaning equipment can be found as follows:

- **Hall Cleaning** (stored in storage behind stage) – Blue mop/bucket, blue dustpan/brush and wooden floor brooms
- **Toilet Cleaning** (stored in disabled toilet cupboard) – Red mop/bucket, red broom and red dustpan/brush
- **Kitchen Cleaning** (stored in kitchen) - Yellow mop/bucket, yellow broom and yellow dustpan/brush
- **Corridor Cleaning** (stored in cupboard in corridor) – Green mop/bucket, green broom and green dustpan /brush
- **Clean** surfaces of fixtures/installations (including tables and chairs) in both the hall and kitchen facilities;
- **The Hirer** must clean the hob, oven and surfaces and the dishwasher must be emptied and all crockery returned to the appropriate cupboard
- **The Hirer** must leave the premises in a clean and tidy condition. Failure to do so will render the hirer financially liable (or the forfeit of any deposit paid) for the actual cost of reinstating the facilities used to an acceptable standard.
- **The Hirer** is responsible for dealing with any spillages during the time of the hire
- **The Hirer** is responsible for leaving the facilities used in a clean and tidy state. This includes:
 - Placing all rubbish in the bins provided and taking away all items brought on site, including food. **PLEASE do not leave any unwanted food in the kitchen.**
 - Putting all tables and chairs away into the storage area in a clean and tidy state.
 - Any equipment belonging to the facilities must be safely returned.
 - Only white tack is permitted for decoration use and if removed after. No nails or drawing pins may be used.

Where the hall is not cleaned sufficiently, there is a cleaning fee of £55 charged to all private hire bookings which is deducted from the security deposit.

22) RECEIPT AND REMOVAL OF ARTICLES

The Hirer should make adequate arrangement for the receipt in custody of all articles and things supplied to him/her at the premises or any section or part thereof during the period of hiring and for the removal thereof upon the termination of such period.

23) LIGHTING

22.1) No lights or lighting fixtures should be interfered with in any way.

22.2) Extra lighting should not be installed in the premises without the permission of the Management or its authorised representative. Where such permission is granted, such lighting must be **installed ONLY** by a duly licensed electrician.

24) FIREPROOFING DECORATIONS, ETC

All scenery and decorations made of combustible material, which the Hirer wishes to install in the premises, must be first rendered FIREPROOF. The responsibility for fireproofing such material rests with the Hirer. All decorations proposed to be installed may be tested prior to the function and if they are found not to be fire resistant, permission for their installation will be refused and they will be removed from the premises by the Hirer. The use of highly flammable materials including candles, tea lights and gas catering gel lighter for a hob is prohibited.

25) ENTRY FOR INSPECTION

Any representative/officer of the Management in the course of his/her duty shall have the right to enter on and remain in the premises and every part thereof at all times during the hiring for the purpose of inspection.

26) SEATING ACCOMODATION

26.1) Standing on furniture or permitting footwear to rest on any wall, doors or on any furniture is **STRICTLY PROHIBITED**.

26.2) No person should be allowed to sit on window sills, steps or any part of the premises not intended to be used for seating. No seating should be permitted in passageways or aisles.

27) MANAGEMENT LIABILTY

27.1) The Management 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.

27.2) The Management, nor its representatives should be in any way responsible or 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.

27.3) 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. The above policy must be held prior to the hall being used and entry to the hall may be refused if cover is not affected.

27.4) The Hirer is responsible for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.

27.5) The Management is insured for claims which arise out of its own negligence but will not otherwise be held liable for any third party claims whatsoever.

27.6) The Hirer, for any event at which children are present, shall provide a sufficient number of stewards in and around the hall to control and facilitate the entrance and departure of the audience and shall comply in all respects with the provisions of the Children's and Young Persons' Act 1933, together with any statutory modifications thereof for the time being enforce.

27.7) For Health and Safety of disabled persons on the premises, the Hirer should ensure that all disabled persons are accompanied at all times by at least one adult who is not mentally or physically impaired. Without limitation to the Management's other remedies under these terms and conditions for any breach of hirer of the foregoing requirement, the hirer shall indemnify the Management from and against expense, liability, loss, claim or proceeding howsoever incurred as a result of or in connection with any breach of the above mentioned requirement.

27.8.) The Hirer shall be responsible for ensuring adequate First Aid cover is in place in any let. In the event of a fire or emergency situation, the Hirer, his agents, his guests must comply with all instructions of the Management or such duly authorised persons, to evacuate the building and proceed to an assembly point for the purpose of ensuring that all persons who were in the building can be accounted for.

27.9) The Management has the right to request to sight any legal documents.

28) PASSAGeways TO EXITS TO REMAIN CLEAR

At ALL times, the Hirer should maintain clear passageways, entrances, exits, fire exits and aisles provided in the premises.

29) THEATRES AND PUBLIC HALL ACT

The Hirer should comply in all respects with the Theatres and Public Halls Act, 1908, as amended and all regulations made there under.

30) INTERPRETATION

In the event of any disputes or difference arising as to the interpretation of these conditions or as to the meaning of any of them or as to any matter or thing herein contained the decision of the Management thereon shall be final and conclusive.

31) SECURITY PROCEDURE

The Hirer and the Caretaker are responsible for ensuring that all windows and doors in the area used are securely locked before leaving.

32) AUTHORITY OF CARETAKER

32.1) The Caretaker will induct and advise all hirers of the fire evacuation procedure and has full authority to supervise the hiring and to issue directions where the Conditions of Hire are not being complied with. In the event of such direction or any of them not complied with, the hiring might be cancelled forthwith by the Caretaker, in which case the provision of Clause 3(b) should apply.

32.2) The Caretaker is entitled to work without fear or intimidation. We will not tolerate verbal or physical abuse towards them under any circumstances and will not hesitate to take legal action if appropriate. Please treat them with the respect they deserve. This includes all your invitees and it is your responsibility to ensure that 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.

33) HIRE OF EQUIPMENT

33.1) Kitchen equipment, chairs, tables, crockery and cutlery can be used whilst on site. All breakages and repairs must be paid for by the Hirer.

33.2) The Hirer can engage the caterer of their choice. The Hirer is responsible for ensuring that the caterer abides by current statutory regulations.

33.3) No liability can be accepted by AUKC for any incidents or accidents occurred due to this action or loss of equipment or belongings of the Hirer.

33.4) All decorations including flowers and all equipment other than equipment provided by AUKC must be removed by the end of the event unless an arrangement has been made prior to the booking

34) NOISE CONTROL

34.1) Noise must be kept to a reasonable level. The Hirer is responsible for noise levels when guests are entering and leaving the building. AUKC staff reserve the right to request Hirers to turn music down, 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.

34.2) If Hirers are using the services of a DJ, entertainer or any persons who wish to use their own equipment, they may do so.

34.3) The doors to the Main Hall must remain closed and not wedged open throughout your event to prevent sound travelling outside.

34.4) Please note this is a residential area, please make sure your guests arrive and leave quietly. **A decibel noise limiter monitor is fitted in the hall**, above the hall entrance door. If music is played above a certain level, the monitor will cut the power. The monitor can be reset by pressing the red button. Sound should not exceed noise levels in place. **Noise should be at its lowest after 11pm.**

34.5) When entering and leaving the premises care should be taken that car horns and noise in general should be kept at a minimum. Security deposit will be retained if a noise complaint is received.

34.6) In the event of the Police having to be called 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 withheld.

35) OFFICE OPENING AND CLOSING HOURS

The office is open to the public from 9.30am to 4.30pm weekdays. With arrangement, appointments can be made outside of these hours for viewings.

36) BOOKING START AND FINISH TIMES

A Caretaker is responsible for opening and closing for private and public events as per the agreed booking times of the hire agreement on the booking form completed by the Hirer. Bookings can be made up to 11.00pm on weekdays and 12.00am on Saturdays/Sundays. If a Hirer stays 15 minutes beyond their booking time, they will lose their deposit as per Managements' discretion. Hirers will be informed of hirer availability before bookings are confirmed. 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 finish time. The Hirer must include the time needed for set up and pack away prior to and after the event in their booking. Failure to do so will mean the Caretaker cannot guarantee you this time. 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.

Over staying your allotted time will be charged at the hourly rate of your booking every 30 minute slots.

37) STORAGE

37.1) AUKC is able to provide limited storage. 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.

37.2) Hirers may store small amounts of non-perishable goods within kitchen cupboards in agreement with AUKC. They do so at their own risk.

38) LOSS AND DAMAGE TO PROPERTY

38.1) AUKC does not accept responsibility for the loss or damage to Hirer's property.

38.2) Loss or damage AUKC's property including any art work must be paid for by the Hirer.

39) INSURANCE

39.1) AUKC is insured against any claims arising out of its own negligence.

39.2) 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.

40) PHOTO PERMISSION

The Hirer agrees to allow Age UK Croydon to take photos of the Hirer's activities within the building, unless prior exemption from this clause has been requested. It is the Hirer's responsibility to inform all visitors, photos will be used to advertise specific activities taking place to the local community, or services offered by Age UK Croydon. These photos may be used on the Age UK Croydon website, newsletter, emails and other social media.

41) COMPLAINTS

A complaint form is available from staff at AUKC. Any complaint should be addressed to the Service Manager in the first instance who will provide a response within 28 days. If you are not satisfied with the response, the complaint will be referred to the Chief Executive who will appoint a member of the Senior Management Team to investigate the complaint further.

Appendix 1: Centre Risk Assessment - Summary Existing Controls

1. Slips & Trips

- Cabinet doors and drawers kept closed when not in use
- Clear fire exit route maintained through office at all times
- Any damage to flooring to be reported to AUKC 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.

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