

VENUE HIRE AGREEMENT: TERMS & CONDITIONS

These conditions are aimed at ensuring that you and your guests enjoy a safe and happy hire at the Royal Wharf Community Dock (RWCD) and that our neighbours and facilities are treated with respect.

For the purposes of these conditions, the term "hirer" shall mean the individual or individuals who hire(s) space at RWCD and, where such space is hired by an organisation, the authorised representative of that organisation as identified on the application form/online site. Royal Wharf Community Dock is managed on behalf of West Silvertown Village Community Foundation, or 'the Foundation'

If the hirer is in any doubt as to the meaning of any of the following conditions, the Centre Manager should be consulted immediately.

1. Confirming your date(s)

1.1 Your booking is not secure until you have received a confirmation from RWCD staff that it has been accepted and we have received your payments. This includes bookings made on the online system.

2. Use of premises

- 2.1. The hirer is not to use the premises for any purpose other than that described at the time of booking and must not sub-let them to any other person or organisation. The Hirer is not to use them or allow them to be used in any unlawful way nor to do anything or bring anything onto the premises which may present a hazard either to the premises or to any person at RWCD.
- 2.2. All hire of space is entirely at the discretion of Royal Wharf Community Dock and subject to the terms and conditions below.

3. Refusal of application to hire

- 3.1. The Foundation reserves the right to refuse any application to hire RWCD and, at its discretion, may decline to give the reason for its decision. In particular, the Foundation may refuse an application:-
 - (i) for a further hiring from a hirer, or the organisation on whose behalf they effected such previous hiring, in circumstances where, in the course of that hiring, material breaches of these conditions occurred which were not resolved to the satisfaction of the centre manager;
 - (ii) where it is considered that the proposed use is likely to be inconsistent with the aims and objectives of the Foundation, bring RWCD into disrepute or result in nuisance to adjoining residents by reason of noise or other factor.

4. To comply with insurance cover

4.1 The hirer is to ensure, in accordance with instructions or advice from the centre manager that nothing is done on or brought into the premises which might render invalid any insurance cover maintained by the Foundation.

5. Capacity -

5.1. The maximum number of persons allowed to be admitted to the premises is not to exceed the following and it is the hirer's responsibility to ensure compliance with this:-

Activity Centre	Max 40 standing, 25 seated at tables or 45 in rows
Main Space	Max 200 standing
Meeting room	Max 15 standing, 10 seated or 24 seated in rows for both rooms
Whole Building	Max 267

Please check your intended set up with the Centre Manager when you make your booking.

6. Hire periods and restrictions

- 6.1. Hirers and their guests may only use the premises for the agreed period of hire. This period is inclusive of setting up and clearing away, including any cleaning. Any time which overruns the booking will be charged for. If you go over your booked time by 15 minutes then you will be charged a full hour for each 15 minutes and this will be deducted from your deposit
- 6.2. In all cases, the latest the premises must be vacated by is **9.00pm on weekdays and 5.00pm at weekends**, which is a condition of our licence.

- 6.3. No smoke machines or naked flames (including candles and incense sticks and fuel canisters used to keep food warm) are to be used as they are likely to set off the smoke detectors, incurring a call out cost, which would be passed onto the hirer.
- 6.4. No bouncy castles are permitted in the building.

7. Supervision

- 7.1. The hirer will, during the period of the hiring, **be responsible for the supervision of those attending the premises, for the fabric and contents of the premises**, their care, and safety from damage or mistreatment of any sort and for the behaviour of persons using the premises. **The hirer must not permit drunkenness or other disorderly conduct on the premises.**
- 7.2. Staff on duty are there to ensure the safety of the building and equipment and that those attending activities or events may do so in a safe, secure and generally pleasant environment. They are there to assist in any way appropriate and **any harassment or abuse of staff will not be tolerated.** Appropriate action will be taken against the perpetrator of any such conduct.

8. Smoking, Alcohol and Licenses

- 8.1 Smoking is not permitted anywhere in the building or the entrance area of the building. This includes e-cigarettes.
- 8.2. No alcoholic drinks are to be sold or dispensed without a proper licence.
- 8.3. The Foundation does not have a premises licence for entertainment and the supply or sale of alcohol. If you think you will need one of these for your event then you will need to inform the Centre Manager at the time of booking and we will discuss with you if this is possible.
- 8.4. Please advise us on the form if you intend to serve alcohol to your guests at your hire.

9. Public Safety Compliance

- 9.1 The Hirer must ensure that all conditions and regulations made in respect of the premises by the local and other competent authorities are complied with, particularly with any event which includes public dancing, music or other similar public entertainment or stage plays.

10. Emergency procedure

- 10.1 The hirer acknowledges that they are competent in the following matters or that they will before the hiring commences seek instruction from staff:-
 - (i) The normal safety precautions to be observed;
 - (ii) Action to be taken in the event of fire;
 - (iii) Location and use of fire equipment;
 - (iv) Operation of emergency door fastenings;
 - (v) Escape routes and the need to keep them clear;
 - (vi) Procedures for evacuating the premises;
- 10.2 Additionally, the hirer must immediately in advance of the start of the event to which the hiring relates check the following matters:-
 - (a) That all emergency exits are in working order and free from obstruction so that they can be safely used;
 - (b) That there are no obvious fire hazards on the premises;
 - (c) That there is a functioning telephone, including a mobile, which will be available for use throughout the period of the hiring
- 10.3. In the event of fire, however apparently slight, the hirer should push the red alarm button, vacate the building and call the fire service.

11. Payments and deposits

- 11.1. **All space hire must be paid for in advance at the time of booking**
 - 11.1.1. Bookings made via the online system will be secured by your card and only charged once the cancellation date of 2 weeks' notice has passed.
 - 11.1.2. Bookings made via staff must be made at the time of booking either in cash or via bank transfer.
- 11.2. Deposits are required at the time of booking to secure the hire dates.
- 11.3. **Regular hirers of block bookings must pay in advance via quarterly invoice (or monthly in advance) as agreed in writing at the time of the original agreement.**

- 11.4. For one-off hires at the RWCD, bookings are only secured a cash deposit. This includes bookings made via the online system.
- 11.5. Any deposit will be held by us and is refundable provided that:
- 11.5.1. The premises are left clean, according to the cleaning checklist provided below at point 30.
 - 11.5.2. That the timings of the hire are adhered to and do not over run
 - 11.5.3. That there is no damage or loss caused to the space, or nuisance to staff, other hirers in the building or local residents, during the hire period
 - 11.5.4 That all requirements of the T&Cs are met
- 11.6 Refundable deposits are required at the following rates for each space for one-off hires:

Activity centre/ Main Space	£150
Meeting Rooms	£50
Whole building	£250

- 11.7. If your event will involve alcohol then you need to inform us at the time of booking and we may require an additional deposit
- 11.8 Cash deposits will be available to collect Monday - Friday after your hire from the Centre Manager. Please speak to us if you need to make other arrangements.

12. Cancellation arrangements

- 12.1. For one-off bookings you can cancel your booking up to 2 weeks before your hire date and not incur a cost. Your deposit will be returned as will any payment made.
- 12.2. For regular (series) bookings we cannot offer a cancellation once a block of bookings has started but you may cancel the whole booking with 3 weeks' notice prior to its start.
- 12.3. The Foundation reserves the right to cancel the hiring in the event of RWCD being required for use as a polling station or its use for the intended purpose of the hiring being proscribed by any competent authority or in some other way being rendered unfit for the purpose for which it has been hired in which event the hiring fee shall be returned to the hirer but the Foundation shall not be liable to make any further payment to the hirer by way of compensation for any resultant loss or damage that might be suffered or incurred.

13. Assistants

- 13.1. Subject to the greater requirements of the Foundation's Child Protection Policy (as to which see section 14 below) the following number of competent assistants/stewards (adults over 18 years of age) must be available to assist the hirer throughout the event to which the hiring relates:-

0 - 100 persons attending	1
101 - 200 persons attending	2
Over 200 persons attending	3

- 13.2. The hirer must before the admission of persons attending the event instruct all assistants/stewards in the duties required of them in the event of a fire, other emergency or panic.

14. Children

- 14.1. The hirer must ensure that any activities for children comply with the law and the Child Protection Policy of the Foundation and that an adequate number of fit and proper adults are in attendance to guard against overcrowding and take other safety precautions and that, where required, the appropriate DBS checks have been made. The Foundation's Child Protection Policy requires that there will always be more than one responsible adult with any child or children attending hall activities and the following ratios of adults to children are to be observed:-

Ages	Ratio of Adults to Children
0 - 24 months	1 adult to every 3 children
2 and 3 years	1 adult to every 4 children
4 to 7 years	1 adult to every 8 children
8 to 11 years	1 adult to every 10 children
Over 11 years	1 adult to every 15 children

- 14.2. In accordance with the Foundation's Health and Safety Policy, children will not be allowed into the kitchen areas nor will they be allowed in the course of any organised activity to have access to outside area unsupervised.

14.3. In the event of it being necessary to evacuate the building in an emergency hirers must see that all children are supervised and accompanied by an adult, particularly if they need to road to the assembly point by the riverside near Liner House. Hirers' attention is also drawn to those features in the building which, while necessary for hall activities, may offer possible hazards to children which, in addition to the kitchen area, also include the vending machine, tables, storage cupboards and the doors.

14.4. Persons under the age of 16 years are not to be permitted to operate electrical equipment, whether belonging to the Foundation or brought onto the premises by the Hirer, and persons aged 16 but under 18 are not to be permitted to do so unless under the supervision of a responsible adult.

15. Electrical Appliance Safety

15.1. The hirer must ensure that any electrical appliances brought onto the premises for the purpose of the hiring are safe and in good working order and will be used in a safe manner. All intended equipment must be listed on the booking form and approval received from the Centre Manager

16. Food -

16.1. You may have food at your hire and engage caterers to provide this. However, you cannot cook food on the premises nor use fuel canisters to heat up or keep food warm. The microwave in the staff kitchen is not available for hirers to use and no similar items of equipment can be brought into the venue.

16.2. The hirer, if preparing, selling or serving food must observe all relevant food health and hygiene legislation and regulations.

17. Gaming, Betting and Lotteries

17.1. The hirer must ensure that nothing is done on the premises in contravention of the law concerning gaming, betting and lotteries.

18. Furniture

18.1 The agreed number of chairs and tables will be made available in the room(s) being hired. The hirer is responsible for placing them in the desired position, ensuring fire exits remain clear, and returning all furniture to the same place at the end of the hiring. Chairs must be stacked away and tables wiped clean. Coverings on tables must be used if there is a possibility of damage to the table tops.

19. Noise

19.1. The hirer must exercise effective control over the volume of sound produced or generated so that no nuisance is caused to staff and other hirers in the building or those living nearby. The hirer is required to take special care that persons leaving do so with due consideration for others.

19.2. Anti-social behaviour within or around the RWCD may result in the loss of your deposit.

19.3. To not use a PA system or any other source of sound which may cause a noise disturbance to our neighbours. Please check with the Centre manager at the time of your booking if you wish to use music.

20. Cleaning

20.1. Hirers must return the space to the state of cleanliness in which they find it, according to the checklists below at point 30.

20.2. In the event that there are any issues with cleanliness or tidiness left by previous hirers, please notify us *immediately* (in person, or by email or telephone) letting us know the date and time of your booking, and the issue. Taking photographs of the issue helps us to evidence the problem and to ensure we can address the issue with the previous hirer responsible.

21. Damage

21.1. Hirers will take all reasonable care to ensure that the interior/exterior, decorations, furnishings, and any equipment belonging to Royal Wharf Community Dock are not damaged.

21.2. Do not use sticky tape or blu-tack on the walls or cupboards as this might damage them. Please check before hiring about suitability of any planned decorations

21.3. The Hirer agrees to pay for the cost of repairing any damage or making good any loss. This will either be charged additionally against the card used on the online booking system or deducted from the cash deposit.

22. Indemnity

22.1. The hirer and/or the organisation on whose behalf the hiring is made, shall indemnify the Foundation from and against any claims made against the Foundation in relation to the hiring and in

respect of the cost of repair of any damage done to, or to the contents of, any part of the RWCD as a result of the hiring or the conduct of those attending.

23. Action at End of Hiring

23.1. The hirer is required to ensure that the hiring concludes and the building is vacated **at the time specified in the contract** of hire as the end of the hire period. In the event that the event overruns, the Foundation, at its discretion, may forfeit any damage deposit paid and/or make an additional hire charge.

23.2. The hirer is, at the end of the hiring, **responsible for leaving the RWCD in a clean and tidy condition** and for the **removal of all rubbish generated during the hiring (staff can show you where to take this)**. **The hirer is responsible for ensuring that guests leave quietly with due consideration for local residents.** Failure to observe these conditions may result in forfeiture of any damage deposit paid and/or imposition of an additional charge to cover any expense incurred by the Foundation in making good this default.

24. Health and Safety, Equal Opportunities and Child Protection Policies

24.1. The hirer and all those attending any event for the purpose of which the hiring is made must comply with the Foundation's Health and Safety, Equal Opportunities and Child Protection Policies. These are available for inspection at any reasonable time at the Centre Manager's office or on the website and the hirer should familiarise him/herself with their provisions before the hiring commences and ensure that no breaches occur.

25. Breach of Hire Conditions

25.1. Breach of any of the foregoing conditions may result in the hiring being brought to a summary conclusion and forfeit of the fees paid.

26. Unavoidable circumstances

26.1 In the event that, due to circumstances beyond the reasonable control of the Foundation, the hiring is unable to proceed, the Foundation shall reimburse the hirer all sums received from the hirer in respect of the hiring concerned but the Foundation shall not be liable to make any further payment to the hirer by way of compensation for any resultant loss or damage suffered or incurred.

27. Series Hirings

27.1. Where the Hirer books a series of dates, these conditions shall apply in relation to each date in the series as if it had been a sole booking.

27.2 All regular hirers must provide:

22.2.1. Indemnity and public liability insurance certificates.

22.2.2. Proof of qualifications for any Tutor taking the group where relevant.

22.2.3. Proof of a Safeguarding policy or guidelines for children and/or vulnerable adults where relevant and DBS certificates.

27.3 This agreement does not grant any interest or estate in the premises.

28. Accidents, Safety and Loss

28.1. The Centre Manager or a duty manager will normally be on hand to deal with accidents or emergencies. The Centre keeps an accident book. Any accident to staff or visitor must be reported to the Centre Manager, including 'near misses'.

28.2 The Centre will not be responsible in any respect to damage of loss (including theft) of any property, goods or possessions bought, deposited or left on the premises.

29. What to do if you would like to comment on the service we have provided

29.1. Any comments or complaints which a hirer might wish to make after an event or activity should be made to the member of staff on duty at the time of the event and / or also in writing to the Centre

Manager within 3 working days and will be dealt with in accordance with our comments and complaints policy.

30. Cleaning Checklist

The Royal Wharf Community Dock is a lively, thriving community centre, and we welcome all sorts of people doing all sorts of activities throughout any given day. We welcome adults, children, older people and everyone in between. Crafts, food, tea and coffee, balloons, streamers, and lots of paper towels get used all the time, which means we have to work hard to keep the place clean and tidy. While the space is cleaned regularly every morning, it is vital that all users of the building help to keep spaces in a presentable state, especially during the day. Additional cleaning left for staff or for other hirers leads to increased costs for the charity, and a bad experience for others. We may charge those who do not tidy up after their hires for the cost of cleaning and staff time.

Please help us to manage cleanliness by adhering to this checklist:

✓

1. Please leave the area clean and tidy, and return furniture to the position in which you found it, clearing all areas of any items, including equipment, chairs and tables, and stack them back into the cupboard neatly if appropriate.	
2. Please remove all decorations, including balloons at the end of the hire and dispose of them.	
3. Please sweep the floor, and mop it if there have been any spillages. A broom and a mop are kept in the kitchen area and a member of staff will show you where these are.	
4. Please place all rubbish in black bags and take them out to the bin areas - a member of staff will show you where these are. We ask Hirers to provide their own bin bags if their event creates a very large amount of rubbish.	
5. Please ensure that the toilets are left in a pleasant state, and that toilet paper and towels are not left on the floor.	
6. Please empty full <i>or nearly full</i> bins - do not leave them overflowing. Staff will show you where to take these.	
7. Please don't put any nappies in the sanitary bins; these need to be disposed of in the nappy bin in the baby care room. A member of staff can show you where this is.	
8. Please wipe all surfaces, tables and kitchen areas including sinks, clean of any food, paint/art materials or other mess.	

By agreeing to the Terms and Conditions you are confirming that you will adhere to all the points on the checklist. Any breaches of the above points may incur a charge which will be deducted from your deposit if a one-off hire or an additional cost levied if you are a regular hirer.

On behalf of West Silvertown Foundation:

Signed: 

Name: Alyson Moore – RWCD Centre Manager

Date:

On behalf of Hirer:

Signed:

Name:

Date: