Hire Agreement – The Green Nunhead Community Centre

Definitions

Security Deposit	Payment made to secure the booking. Repaid no more than 2 weeks after the event, so long as the Hire Agreement is adhered to.
Hire Charge	The charge due for hire of the space, due to be paid 8 weeks before the event or immediately if the invoice is sent less than 8 weeks before the event.
Cancellation Charge	The percentage of the Hire Charge due upon cancellation at less than 8 weeks notice.
Event	The purpose for which The Green has been hired.
Hirer	The person named on the Hallmaster booking.
Hire Period	The period of time the Hirer and their subcontractors have access to the hire space.
Hire Space	The room or rooms included in the hire
The Green	Nunhead's Voice Limited manages the premises called The Green Nunhead Community Centre, which will be referred to as The Green.

General conditions of hire

Security Deposit and Hire Charge

1. A Security Deposit payment of £100 for bookings of up to 3 hours and £250 for bookings over 3 hours is due to confirm the booking. The Security Deposit must be paid within 7 days of the request being accepted by The Green. The Green will provide receipt of payment. The Hire Charge is due 8 weeks before the date of the event or immediately if the booking is made less than 8 weeks before the Event. If the Hirer cancels less than 8 weeks before the event the deposit is non-refundable. The Security Deposit is repaid, less any deductions that may be taken, no more than 2 weeks after the event.

2. If the Hirer cancels less than 8 weeks before the Event then a Cancellation Charge will be made.

Notice period	**Cancellation charge**	**Hire Charge refunded**
Less than 8 weeks notice	20%	80%
Less than 4 weeks notice	50%	50%
Less than 2 weeks notice	100%	No refund

3. The Green takes payment by bank transfer only. Bank details are included in the Security Deposit request email and Hire Charge invoice.

4. The Security Deposit will be refunded within 2 weeks after the Event less any sums deducted to make good any damage caused by the Hirer in staging the Event or otherwise in rectifying any other costs incurred by reason of the Hirer's breaches of this agreement. If the amount of the Security Deposit is insufficient to meet the Hirer's liabilities the Hirer will pay the shortfall on demand.

5. Hire rates for regular hirers are normally reviewed once a year and may be increased by such amount as the Trustees consider reasonable. Any increase will usually be given 3 months in advance. The increase will normally be from September of each year. Hire rates for one-off hires may increase at any point in the year and are reviewed every September.

6. The Green may by notice in writing, stating the reasons, cancel the contract and shall be secured against all claims by the Hirer. The Security Deposit and Hire Charge will be refunded in full.

The hire

7. The Green holds its own Public Liability Insurance policy (see attached) but it is the responsibility of the Hirer to determine whether this adequately covers their event.

8. The Hirer can use the Hire Space for the sole purpose of holding the Event, areas not hired for the Event are not permitted to be used as they may be hired by another Hirer, be community spaces (the foyer and the garden) or The Green's administrative areas.

9. The hours booked must include time for set up before and clear up after the event. The Green will be booking events back-to-back and the staff team need time to complete their caretaking and cleaning responsibilities. This means that should an event overrun, deductions for additional hire time and staff time will be made from the Security Deposit.

10. The Hirer acknowledges that while they will have exclusive use of the Hire Space for the duration of the event, other events may be held at the same time in different spaces in The Green.

11. The Hirer shall not exceed the agreed maximum capacity for attendees of the event. For Ivy this is 35 people, for Willow this is 136 people.

12. The Green reserves the right for its staff: (a) to enter and view the Hire Space at any time during the Hire Period; (b) at his/her discretion, to refuse to permit any item to be brought into or to require any item to be removed from The Green.

13. The Hirer shall not behave or permit behaviour at the event which: (a) is contrary to any law or regulation; (b) is obscene, offensive, hateful or inflammatory; (c) involves nudity or is sexually explicit or sexually provocative; (d) may reasonably be considered offensive or discriminatory on grounds of race, sex, religion, nationality, disability, sexual orientation or age; or (e) intimidates, threatens or causes annoyance to any person.

14. If the Hirer is going to advertise the event in advance, the hirer shall submit to The Green for approval a draft of any poster or advertisement to be used. Any advertising in the local area for the

event must comply with all relevant legislation. It is the responsibility of the Hirer to make sure that the law is not broken.

15. The premises shall not be hired out for the sale of any goods or items without the consent of The Green.

16. The Hirer is responsible for the actions of their guests/members whilst using the premises.

Hire Period

17. Timing of the Event is important. Access to the Hirer, its agents, sub-contractors and suppliers is strictly within the agreed times of the booking on Hallmaster. If there is any overrun of time beyond the agreed Hire Period the charge will be deducted from the Security Deposit. Additional charges may also be incurred if additional staff time is needed at the end of the hire due to late finish and if any damage is done to fixtures and fittings. All Events must finish by 9pm by which time all guests and service providers must be clear of the premises.

18. Power to all plug sockets is automatically turned off at 9pm to ensure the Event finishes and guests leave on time and so the staff can complete their tasks.

19. At the end of the Hire Period the hirer shall hand back the hire space in the same condition as at the commencement of the Hire Period. Any furniture or articles moved must be replaced to their original position. The Hire Space must be cleared of all personal effects and decorations. All rubbish must be bagged up and put into the correct external bin. Failure to comply with this will result in an additional charge.

20. The Hirer shall:

(a) not obstruct (or permit its staff or guests to obstruct) any of the passages, gangways, corridors, staircases, exits and emergency doors of The Green;

(b) not interfere with, damage or misuse any equipment, fabric, fixtures, fittings or decorations at The Green and ensure that no bolts, screws, nails, tacks, etc. shall be fixed or driven into any part of the premises, fittings, fixtures or furniture of The Green. No wax, adhesive, powder or marking tape shall be placed upon the floors;

(c) keep the Hire Space clean, tidy, undamaged and free of rubbish throughout the Hire Period and leave it in the same condition at the end of the Hire Period. Please see cleaning requirements attached (page 7);

(d) not use the Hire Space in such a manner as to cause nuisance, annoyance or inconvenience to The Green and/or users or neighbours of The Green;

(e) not bring (and will ensure that none of its staff, contractors or guests brings) illegal drugs or other illegal substances to The Green.

(f) ensure its staff, agents, contractors, suppliers and guests treat staff and their visitors with respect and not subject them to any abusive or foul language or threatening behaviour;

(g) not allow any dog or other animal into The Green, save for guide dogs with disabled persons unless otherwise agreed to with the Centre Manager or Assistant Manager.

21. If The Green is not satisfied with the condition of the Hire Space or the said equipment, fabric, fixtures/fittings or decorations at the end of the Hire Period, deduction from the deposit may be taken for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period.

22. No alcohol is to be sold or offered for sale at The Green UNLESS, prior to the event, a Temporary Events Notice (TEN) is obtained in the name of the Hirer, and duly inspected by The Green. The TEN License must be visibly displayed on the premises during the event.

23. Smoking or vaping is not permitted in any inside or outside spaces at The Green. The use of candles and naked flames is not permitted in The Green or the garden.

Safeguarding

24. Where the hire relates to the Hirer using any part of The Green for teaching, supervision or provision of activities for children and vulnerable adults it is a strict condition of the Hire Agreement that the Hirer shall (and shall procure its staff to) comply with the following safeguarding requirements:

The Hirer will comply with The Green's prevailing Safeguarding Policy (summary below, the full document can be found on The Green's website):

The Green's Safeguarding Policy (summary)

A. The Hirer will have in place its own Safeguarding and Child Protection policy and will ensure that it liaises with The Green on all safeguarding matters during the Hire Period and in the event there is an allegation that the "harm threshold" has or may have been met during the Hire Period the hirer must notify The Green within 24 hours and the Hirer agrees it shall notify the LADO (and other agencies) if required;
B. The Hirer will ensure (i) a recent, clear enhanced Disclosure and Barring Service check (including a "children's barred list check") is in place for, and (ii) appropriate safeguarding training has been received by all staff who might have access to children during the Hire Period. The Hirer shall not permit any member of staff who has not been duly checked or vetted to take part in any activities with children or in the care or supervision of children at any time during the Hire Period;
C. The Hirer shall have in place its own health and safety policy and risk assessment relevant to the event with which it will comply; and
D. The Hirer shall provide copies of the documents listed at A, B and C to The Green on request.

Health and safety

25. The hirer shall comply with all conditions and regulation in respect of The Green's Health and Safety Policy (summary below, the full document can be found on The Green's website), and Security Requirements (below):

The Green's Health and Safety Policy (summary)

A. To reduce hazards, all Hirers must read the risk assessment, regular Hirers are responsible for carrying out their own risk assessment for their activity;
B. The maximum capacity for each room must not be exceeded;
C. Children must be supervised at all times by a responsible adult;
D. The Green is fitted with a fire detection system and fire exits are marked in all rooms and must be kept clear at all times. Hirers should make themselves aware of fire exits on arrival;
E. Any items of equipment must be stored in a manner that does not cause an obstruction;
F. The Fire Service will be called to any outbreak of fire. In the event of the outbreak of any fire, evacuation of the building is the priority;
G. First aid boxes are kept in the office. All accidents will be recorded at The Green by the member of staff on duty and if necessary reported under RIDDOR;
H. No smoking or vaping is allowed in the building or garden;
I. Highly flammable items must not be brought into The Green;
J. If food is being served it is the responsibility of the hirer to observe all relevant food hygiene legislation;
K. Any electrical appliances brought to The Green, must be safe to use in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation;
L. Additional heating appliances may not be used at The Green;
M. Animals are not permitted at The Green (except Guide Dogs or registered Support Dogs). No animals are allowed in the kitchen at any time.

The Green – Security Requirements

A. Please treat The Green's team with respect. Team members, staff and volunteers are here to make your visit to The Green a pleasant one. We will not tolerate any verbal or racial abuse and vilonet or aggressive behaviour towards team members or other users of The Green.
B. The member or staff on duty is responsible for opening and closing The Green for user groups and Hirers.
C. Any illegal activity at The Green will be reported to the police.

26. Any equipment brought into The Green by the Hirer must be safe and appropriate for its proposed use.

27. The use of any form of gas-filled balloons, streamers, confetti, naked flame and pyrotechnics is not permitted.

28. Under no circumstances may smoke or bubble machines be used anywhere in The Green as these machines can cause the floor to become slippery and may set off the fire detection systems.

29. When a booking involves the use of the kitchen by the Hirer, the kitchen must be left as found. Anyone under the age of 16 years is not permitted to enter the kitchen.

30. Where equipment is loaned by The Green for the purposes of the event the Hirer will be responsible for it during the Hire Period and will be charged for any damage or loss.

31. Under no circumstances will The Green make good or accept responsibility or liability in respect of any loss or damage of or to any goods or property of the Hirer or of any other person.

32. All equipment and other items brought to the event by the Hirer, its staff and guests must be removed at the end of the Hire Period. If the Hirer fails to remove any article within 14 days after the Hire Period, The Green may, without prejudice to any other right or remedy, sell any such article and set off the proceeds of sale against the cost of removal and storage by the The Green

Parking

33. There is ample off-street parking in the surrounding roads although there is no guarantee of spaces being available close to The Green.

34. There is a loading bay outside The Green that can be used for a short period of time. The notices on the loading bay should be observed.

35. Travel to The Green should be by public transport wherever possible as there is limited parking available. All other vehicles should be parked in a considerate and appropriate manner, and according to local parking regulations.

Noise

36. It is important that noise levels are reasonable and do not disturb the neighbours. The use of PA systems externally is not permitted. Requests from The Green staff to turn sound down must be complied with immediately.

37. The Hirer must ensure that the premises are used in an orderly manner and without disturbance to residents in the nearby areas especially during arrival and departure. The side fire door in Willow opening onto Nunhead Green must be kept closed so that noise does not disturb the neighbours.

Termination

38. The Green may terminate the Hire Agreement on immediate notice if in the opinion of The Green the purpose for which the hire space is being used is one which is likely to lead to a breach of the peace or otherwise be regarded as inappropriate for holding at The Green.

General

39. The Hire Agreement shall be governed by English law and the exclusive jurisdiction of the English courts.

40. Only the parties to the Hire Agreement and The Green may seek to enforce the terms of this Agreement.

41. Any complaints must be made in writing by the Hirer and received by one of the management team within 7 days of the occasion of the complaint.

Cleaning Requirements:

Please ensure the following cleaning requirements are carried out at the end of your function.

1. **Rubbish**
   - All rubbish must be sorted into general waste, mixed recycling and food waste and put in the correct bin.

2. **Hire space**
   - The space must be left as it was found, i.e.;
   - Floor/s must be swept and any spillages cleaned up.
   - All tables must be wiped down and tables and chairs put away correctly in the allocated areas.
   - All appliances to be turned off after use.
   - All decorations removed.

3. **Kitchen Area**
   - The kitchen must be left as it was found;
   - Floor to be swept, spillages cleared up and work surfaces to be wiped down.
   - Cooking oils must be placed in sealed containers and removed from the premises.
   - Under NO circumstances should oils, food, coffee grounds etc be poured down sinks, drains or sewerage outlets.
   - All foodstuffs must be removed and the fridge wiped out if used for the hire.

4. **General cleaning**
   The following cleaning equipment will be provided by the centre:
   - Broom
   - Dust pan and brush
   - Cleaning products

All cleaning equipment provided must be returned to their respective area or to the caretaker.