

## **PEDLAR'S ACRE HALL**

### **TERMS AND CONDITIONS OF HIRE**

#### **SECTION A – INTRODUCTION**

##### **1 Pedlars Acre Hall**

- 1.1 Pedlar's Acre Hall is provided for the benefit of residents of the local community. In hiring out the hall we give priority to activities which directly benefit the community & in-house or council purposes.
- 1.2 Pedlars Acre Hall is the main training facility for Lambeth Living and therefore we would expect the Hirer to respect this usage and ensure that their activities in the hall does not in any way interfere with, hinder, reduce or otherwise restrict Lambeth Living's use of the hall as a training facility.

#### **SECTION B – BOOKING & CANCELLATION**

##### **2 Booking**

- 2.1 The Hirer is booking the hall without charge as agreed with Lambeth Living.
- 2.2 This "free booking" will continue so long as Lambeth Living considers the service provided by the Hirer to have benefit to the community.
- 2.3 The Hirer must only use the hall for the sole purpose of the hire – youth work, community development and engagement.
- 2.4 As the hall remains available to other potential hirers, the Hirer must provide a schedule of proposed usage and events each month relating to the following months activities. The first schedule must be received within 10 working days of this hire agreement being signed.
- 2.5 Failure to provide the schedule at any time will result in the hire agreement being cancelled.
- 2.6 The Hirer must not assign their booking to any other person or agency.
- 2.7 All Lambeth Living events to be held in the Hall take precedence over the Hirer's scheduled events. Lambeth Living will give the Hirer no less than three days notice if there is a scheduling conflict.
- 2.8 When instructed by Lambeth Living the Hirer is not allowed to use the Hall when:
  - 2.8.1 A Lambeth Living event is being held or
  - 2.8.2 The Hall has been set-up for a Lambeth Living event to be held or

2.8.3 The Hall has been booked for an external event when the Hirer does not have an event scheduled.

**3. Cancellation by the Hirer**

3.1 If the Hirer wishes to cancel the hire in whole or in part the Hirer must give Lambeth Living written notice to that effect.

**4. Cancellation by Lambeth Living**

- 4.1 Lambeth Living may cancel for any reason; including in connection with Local Government activity, any national/local emergency or if the hall is rendered unusable by any such event to cause a temporary closure of the hall
- 4.2 It should be found that the hire is likely to be of an objectionable or undesirable nature or if the hire of the hall relates to any purpose that Lambeth Living has not approved.
- 4.3 In the event of this agreement being cancelled, Lambeth Living shall not be held liable to the Hirer for any damages or loss sustained as a result for in any way arising out of the cancellation.

**SECTION C – USE OF THE VENUE & SAFETY OF PERSONNEL USING THE VENUE**

**5 Maximum Numbers (hall seats 108 people)**

5.1 Maximum limit of people allowed into the hall is set by Lambeth Living and must not be exceeded **in any circumstances**. If these figures are exceeded Lambeth Living has at its discretion, the right to refuse admission of excess numbers or to terminate this agreement forthwith without incurring liability to the Hirer.

**6 Insurance**

- 6.1 The Hirer shall take out all adequate insurance and is required to supply evidence of satisfactory insurance cover for their activity.
- 6.2 The Hirer is required to produce evidence of adequate insurance before the hire period commences. Failure to do so will result in the Hirer's booking being terminated.

**7 Emergency Exits**

- 7.1 The Hirer shall use reasonable endeavours to ensure that all people at the hall are familiar with fire evacuation procedures, location of all emergency exits and fire fighting equipment and during the hire period all emergency and security procedures relevant to the venue are complied with.
- 7.2 The Hirer shall ensure that all fire exits and gangways must remain clear and unobstructed at all times during the period of hire.
- 7.3 The Hirer shall ensure there is sufficient supervision of personnel using the Hall throughout the period of hire to include:-
- 7.3.1** The orderly and safe admission of departure of persons to and from the venue and
  - 7.3.2** The orderly and safe vacation of the Hall in case of emergency  
The effective control/supervision of children ensuring only fit and proper persons have access to children

- 7.4 The Hirer is responsible for contacting the Fire Brigade to an outbreak of fire, however small, and details shall be given to the Executive Support Office in the North Area Housing office within 24 hours of the incident taking place.

## **8 Personnel Responsibilities**

- 8.1 The Hirer shall ensure that there is sufficient supervision of personnel using the Hall throughout the period of hire to include:

8.1.1 The orderly and safe admission of departure of persons to and from the venue

8.1.2 The orderly and safe vacation of the Hall in case of emergency

8.1.3 The effective control/supervision of youth / children ensure that only fit and proper persons have access to youth / children

- 8.2 Duly authorised officers or employees of Lambeth Living may enter the Hall at any time.

## **9 Use of Venue**

- 9.1 No part of the Hall is to be used for any purpose other than the purpose of the Hiring.

- 9.2 No part of the Hall is to be used for any unlawful purposes or in any unlawful way.

- 9.3 The Hirer shall not sublet the any part of the building.

## **10 Smoking**

- 10.1 In accordance with the Law, smoking is prohibited in the hall. This includes the entrance ramp area immediately outside of the hall. All smokers are requested to dispose of cigarette ends and not litter the outside of the hall by disposing of them on the ground.

## **11 Alcohol**

- 11.1 The consumption of alcohol brought in by the Hirer is allowed on the premises. The Hirer is not allowed to sell alcohol on the premises.

- 11.2 The Hirer is responsible for the safe and legal consumption of alcohol during the hire period.

## **12 Catering**

- 12.1 Food and beverages (alcoholic or non-alcoholic) brought in by the Hirer is allowed on the premises. The Hirer is not allowed to sell food and beverages (alcoholic or non-alcoholic) on the premises.

- 12.2 Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.

- 12.3 Food and beverages (alcoholic or non-alcoholic brought in by the Hirer is not allowed to be consumed in the carpeted area of the main hall.

## **13 Electrical Equipment**

- 13.1 The Hirer shall not alter, move or interfere with any lighting, heating, power or other electrical fitting or appliances; or install or use any additional lighting, heating, power or other electrical fittings or appliances in the Hall.

- 13.2 The Hirer shall ensure any suppliers/contractors involved with their event provide the relevant Health and Safety documentation to Lambeth Living. Any suppliers using electrical equipment must provide PAT testing certificates and a copy of their Public Liability Insurance. Risk assessments and method statements must be provided if required.
- 13.3 The Hirer shall ensure that no stage lighting equipment is operated by another person other than a properly qualified electrician approved by Lambeth Living.
- 13.4 Lambeth Living may refuse to allow any article or appliance to be brought into the Hall which it considers dangerous or offensive.

#### **14 Heating**

- 14.1 The Hirer shall ensure that no unauthorised heating appliance shall be used on the premises without the consent of Lambeth Living.

#### **15 Damages & Decorations**

- 15.1 The Hirer shall leave the Hall and all things therein as clean, tidy and in as good order as they were at the commencement of the hire period. A charge may be made for additional cleaning if considered necessary by Lambeth Living.
- 15.2 It is not permitted to drive any nails, screws, drawing pins or other fixings into the walls or floors or into any furniture or fittings.
- 15.3 It is not permitted to attach any decorations such as balloons, streamers and banners to the walls.
- 15.4 Other decorations including posters, flags, emblems, candles, confetti or fume released devices may not be used in the hall without prior written consent from Lambeth Living. Where such consent is given it will be conditional on the use of non inflammable material or material treated with approved fire proofing substances.
- 15.5 Notwithstanding Lambeth Living may have given its consent required by clauses 15.4, Lambeth Living reserves the right to remove any poster or emblem outside the venue that are in the opinion of Lambeth Living unsuitable.
- 15.6 The use of pyrotechnics and smoke machines is not permitted in the hall.
- 15.7 The use of helium bottles is not permitted in the hall.
- 15.8 Exhibition stands used at the venue should be temporary and removable.

#### **16 Cleaning of the hall**

- 16.1 The Hirer is responsible for ensuring the hall is clean and tidy. A charge will be levied in the event of additional cleaning being required.
- 16.2 The hall must be left clean and tidy. Floors to all areas of the hall must be swept/mopped or vacuumed after use. Bucket, mop, brooms and a Hoover are stored in the hall. Toilets and sink must be left clean and tidy as found.
- 16.3 Tables and chairs must be cleaned after use. Tables should be folded and returned to the area by the storage cupboard in the hall. Chairs must be folded and stacked.
- 16.4 Rubbish must be bagged up and broken glass must be wrapped before disposal. No liquids to be emptied in any of the bins in the hall.

- 16.5 Rubbish must be taken away with the Hirer and not disposed of in the communal litter bins surrounding the hall and the North Area Housing office.
- 16.6 Use of the kitchen and contents is included in the hire; however the fridge and microwaves must be left clean.
- 16.7 Out of date food and beverages will be removed from the fridges when the hall is cleaned every Monday morning.

## **17 Animals**

- 17.1 The Hirer shall ensure that no animals (or birds) except guide dogs, are brought into the hall, other than for special event agreed in writing by Lambeth Living.
- 17.2 No animals (or birds) whatsoever may enter the kitchen at any time.

## **18 Indoor Sports**

- 18.1 The Hirer is not permit to allow the use of indoor sports, including indoor football/cricket or fitness workouts and aerobics to take place inside the hall.

## **19 Lambeth Living Furniture and Equipment**

- 19.1 The Hirer is not permit to use the blinds in the hall.
- 19.2 The Hirer is not permitted to use the wall partition to section off parts of the hall.
- 19.3 The Hirer is not permitted to use any Lambeth Living equipment including smart screens, flipcharts and flip chart stands in the hall.

## **20 Loss Damage or Injury**

- 20.1 The Hirer is responsible for all breakages, losses and damages, including accidental damage to the building, equipment and furniture in the building occurring during the period of hire.
- 20.2 Lambeth Living reserves the right to recharge the Hirer for any breakages, losses and damages, including accidental damage to the building, equipment and furniture. Lambeth Living's furniture recharge list for 2013/2014 is attached to the terms and conditions.
- 20.3 Lambeth Living shall not be liable for the death or injury to any person attending the event or any losses, claims, demands, actions, expenses, damages or any other liability incurred by the Hirer in the exercise of the rights granted by these conditions except where such death, injury is due to the negligence of Lambeth Living.
- 20.4 Under no circumstances shall Lambeth Living be required to make good or accept responsibility or liability of any loss, theft or damage howsoever or by whomsoever caused of or to any property in or upon the premises or deposited with any officer of Lambeth Living.
- 20.5 Lambeth Living will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, government restriction, misuse of fire equipment or force majeure which may cause:
- The Hall to be temporarily closed or
  - The hire period to be interrupted, curtailed or cancelled or

- The hire being affected adversely

20.6 The Hirer shall report any accidents or damages occurring at the Hall within 24 hours of the accident or damages occurring to the Executive Support based in the North Area Housing Office.

## **21 Stored Equipment**

21.1 The Hirer is allowed to store equipment in the small cupboard (underneath the stairwell) within the Hall with consent from Lambeth Living.

22.2 The Hirer should provide a list of all equipment stored within the hall to Lambeth Living. The list of stored equipment must be received within 10 working days of this hire agreement being signed.

23.3 Lambeth Living will not be liable for any loss, theft or damage howsoever or whomsoever caused to stored equipment in the Hall.

24.4 Personal items belonging to Hirer or guests of the Hirer are not allowed to be stored in the Hall. All personal belongings must be removed from the Hall after an event has taken place.

25.5 Lambeth Living reserves the right to dispose of personal items belonging to the Hirer or guests of the Hirer that have been left in the Hall and not claimed for over a week.

26.6 The Hirer is not allowed to store flammable substances, liquids or gases in the Hall.

27.7 Lambeth Living reserves the right to instruct the Hirer to remove all equipment stored in the hall without consent at any time. If stored items are not removed within one week of the instruction Lambeth Living will dispose of the items in accordance with the Local Government (Miscellaneous Provisions) Act 1982.

## **22 Co-operation with Lambeth Living Employees and Contractors**

22.1 Right of entry - Lambeth Living reserves the right for duly authorised members of staff and Lambeth Living contractors to enter the hall at any time for any authorised purpose.

22.2 The Hirer must comply with instructions given by Lambeth Living staff or contractors and the Hirer must use its reasonable endeavours to assist such staff in their duties.

22.3 The Hirer is responsible for the maintenance of good order at all times during the period of hire.

22.4 Lambeth Living may instruct the Hirer to remove any undesirable person from the hall.

22.5 Lambeth Living reserves the right to eject anyone from the hall for any reason including the following:

- Persistent or wilful failure to comply with Health and Safety legislation or
- Consumption or supply of non-prescription drugs at any time
- Excessive consumption of alcohol during an event
- Confrontation with any member of Lambeth Living's staff or contractors
- Fighting or threatening/abusive behaviour.

## **23 Hours of Use**

- 23.1 No activity is permitted in Pedlar's Acre Hall after 22:00 from Sunday to Thursday, or after 23:00 on Friday or Saturday. All activities including cleaning and removal of rubbish must be completed by these times.
- 23.2 The hirer will lock the hall at 23:00 promptly and to do so will result in the booking being reviewed and potentially cancelled.

## **24 Noise and nuisance**

- 24.1 Pedlar's Acre Hall is situated in a residential area. It is the responsibility of the Hirer to make sure that:
- The activity does not cause levels of noise which disturb the local residents or
  - The hall has a noise limit which restricts noise levels to 85 decibels. This makes it unsuitable for parties and other events at which loud music is played
  - External doors and windows should remain closed when the hall is being used for performance or production of live or recorded music.
- 24.2 At the end of the activity the people attending do not cause noise or nuisance as they leave. This applies particularly to evening use.
- 24.3 The Hirer is responsible for ensuring when people attend an event that they leave the hall as quickly as possible and do not linger outside hall.

## **25 Parking**

- 25.1 Parking is only allowed on the forecourt of the Area Housing Office when events held in the Hall at weekends.
- 25.2 If a vehicle does not fit within the parking boundary on the forecourt of the Area Housing Office the vehicle is not allowed to be parked on the forecourt.
- 25.3 The Hirer or guests of the Hirer are not allowed to park in the parking bays designated for residents of the surrounding flats.
- 25.4 The Hirer is responsible for the supervision of car parking arrangements on the Area Housing Office forecourt, so as to avoid obstruction of the public pathway at the front of the North Area Housing Office.

## **26 End of Hire period**

- 26.1 At the expiration of the hire period the Hirer is to leave the Hall in a clean and orderly stage free of litter.
- 26.2 The Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.
- 26.3 The Hirer is to ensure that all tables supplied by Lambeth Living and erected by the Hirer are duly folded and all chairs duly stacked.

## **SECTION D – COMPLIANCE WITH LAWS & REGULATIONS**

## **27 Licence**

- 27.1 The Hirer has permission only to use the Hall for the Hire period and no tenancy or other right of occupation is given to the Hirer in respect of the premises.



**28 Gambling**

- 28.1 No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:
- Which is lawful under the Lotteries and Amusements Act 1976 (as amended) or
  - For which the prior consent of Lambeth Living has been obtained, and
  - That is conducted strictly in accordance with the relevant statutory provisions.

**29 Fly Posting**

- 29.1 The Hirer will not fly post in or around the Hall and note that it is illegal under section 224 of the Town and Country Planning Act 1990 and Regulation 27 of Advertisement Regulations 1992 to fly post and it is an offence punishable by a fine.

**30 Merchandising**

- 30.1 No merchandising should take place without the written permission of Lambeth Living.

**31 Variation to Agreement**

- 31.1 Lambeth Living reserves the right to modify, add or change the terms of this Agreement, any rules or documents referred to in this Agreement and only Policies at the time and any such modifications, additions and changes will be effective on being notified to the Hirer.

**I agree to abide by these terms and conditions:**

<b>Name</b>		<b>Date</b>
<b>Signature</b>		
<b>Address</b>		
<b>Email Address</b>		
<b>Telephone Number</b>		
<b>Mobile Telephone Number</b>		

**OFFICE USE ONLY**

Lambeth Living Signature .....

Date .....

**Lambeth Living Ltd**  
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