

EVENT HIRE ROOMS & SPACES WITHIN LAMBETH TOWN HALL (“the Premises”)

TERMS & CONDITIONS OF HIRE

Definitions

The Hirer(s)	means the authorised person named on the booking enquiry form for the hire of an event room or event space in Lambeth Town Hall for an event or function.
Organisation	means any company or organisation employed by the Hirer.
The Council	means the London Borough of Lambeth and Lambeth Town Hall.
EventLambeth	means the London Borough of Lambeth Events Service.
The Officer in Charge (OIC)	means the person, for the time being appointed by the Council, to enforce the following Terms & Conditions, and to be generally responsible for matters concerning the Council, arising out of the hire of Lambeth Town Hall event rooms and spaces. The responsibilities of the OIC in no way absolve the Hirer from his obligations to the Council under any of these Terms & Conditions.
Deposit	means a non-refundable part payment from the Hirer for a proposed event on Council premises as specified and outlined in the Conditional Venue Agreement in order to secure the event rooms or spaces and event date.
Damage Deposit	means a refundable bond payment from the Hirer for a proposed event on Council premises as specified and outlined in the Conditional Venue Agreement in order to cover a costs for damages, breakages and additional cleaning.
Conditional Venue Agreement	means an in-principle and conditional offer from the Council given to the Hirer for a proposed event on Council property as specified and outlined, subject to conditions and these Terms & Conditions for the Hire of Lambeth Town Hall event rooms and spaces.
Hired Spaces/Services/Goods	means a designated area within a Lambeth Town Hall being hired for events and functions and additional requests from the Hirer to the Council associated with the Event such as staffing, equipment, hired goods and services.
Booking Enquiry	means the online booking enquiry application portal where the Hirer applies to hold an event in Lambeth Town Hall.
Force majeure	means: <ul style="list-style-type: none"> • acts of war • acts of God • decrees of Government • change of law • riots • civil commotion etc

Venue Event Permit	means an approved and confirmed authorisation by the Council given to the Hirer to have and hold a confirmed event in Lambeth Town Hall as specified and outlined, subject to conditions and these Venue Terms & Conditions for the Hire of Lambeth Town Hall events rooms and spaces.
Premises Licence	means a permanent licence, granted for a specific location and authorising the licence-holder to carry out various licensable activities.
Temporary Events Notice	means a Temporary Event Notices (TENs) which can be used for small-scale, one-off or occasional events, such as community, school and charity fundraising events, at which you intend to sell or supply alcohol at any time, provide regulated entertainment at any time, or sell hot food/drink between 11pm and 5am.
Premises	means a designated area within a Lambeth Town Hall being hired for events and functions.
Vetted Suppliers	means a list of suppliers that have had their accreditations vetted by EventLambeth for use within Lambeth Town Hall.

All events must comply, wherever applicable, with relevant legislation and regulations, including but not limited to health and safety, food safety, fire, licensing, etc:

1. Applications

- 1.1. The person signing the application form shall be the Hirer who shall be over 18 years of age and is responsible for adhering to these Conditions of Hire.
- 1.2. Where the person making the application does so as a representative of an organisation, the organisation shall only be considered to be the Hirer where that person has the clear authority of the organisation to enter this agreement on the organisation's behalf. Should no clear authority from an organisation be present the individual making the application will be liable for ensuring compliance with these Conditions of Hire.
- 1.3. All Booking Enquiry applications for the use or hire of the Premises is to be made in writing through the current application portal or form, as advertised by EventLambeth.
- 1.4. Council officers and members are not authorised to make or sign the conditional venue agreement or these terms and conditions on behalf of any organisation or individual.
- 1.5. The Hirer shall inform the Council of the precise nature of the functions for which the Premises are to be hired and the names of any organisation(s), group(s) or individual(s) who may participate in and benefit from the hiring of the Premises (either directly or indirectly) at least Ten working days prior to the event, including speakers and performers if known at the time of booking. Final information must be provided not less than ten working days before the event. If this information is not forthcoming, the Council may refuse/cancel the booking and may at its sole discretion retain any charges or deposit, which shall in that event be forfeited.

- 1.6. The Hirer is not allowed to advertise and/or promote their Event until their Venue Event Permit has been issued. Any promotion of an event before the Venue Event Permit is issued is undertaken at the Hirers own risk and the Council cannot be held responsible if permission is subsequently refused.
- 1.7. Venue Event Permits are issued after all conditions are met, all relevant documentation has been approved, and all fees have been paid in full.
- 1.8. The Hirer shall not under any circumstances display at the Premises or any part thereof any advertisement or publicity material without first having obtained the Council's written consent. If consent is granted, then all such publicity shall bear the name and contact address and telephone number of the Hirer.
- 1.9. No copyrighted drama, musical or other performance whether live or pre-recorded shall be performed unless licensed by the owner of the copyright and confirmation of such forwarded to the Council. This includes PPL and PRS licensing.
- 1.10. The Premises will not be available for public or private meetings with political, religious, or any other content which does not accord with the council's values or is contrary to current advertising, sponsorship, equalities and prevention of terrorism legislation and regulations. Organised acts of religious worship will not be considered. Where an act of worship is ancillary to a main event and is minor in comparison it may be permitted. Where facility is made at an event for audience to pray, and as a minor part of the overall event, this will be considered so long as it complies with all other aspects of the Council policy and with relevant legislation regarding equalities.
- 1.11. The Council reserves the right to refuse or terminate any booking for any reason. This right is delegated to the event officer or a nominated representative whose identity shall be notified to the Hirer. The right to terminate the booking and cancel the hiring can be carried out at any time whatsoever including during the event itself, not to be unreasonably exercised.
- 1.12. In the case of omissions or mis-statement in the form of the booking enquiry or application as to the nature of the engagement, meeting or other purpose for which the premises are required, the hire of the Premises may be cancelled immediately at any time by the Council, by written notice being given to the Hirer, and any charges or deposit which the Hirer has paid shall in that event be forfeited.
- 1.13. Booking Enquiries must be submitted to EventLambeth not less than ten working days before the date on which the hire is required subject to availability. The Council may consider making exceptions to this condition in the event of urgency or emergency.

2. Hiring Sessions

- 2.1. The times agreed in the Conditional Venue Agreement for the hire of the premises shall be strictly complied with.
- 2.2. The Hirer shall on conclusion of the hiring ensure that the Premises are left clean and in good order and shall obtain a signature to this effect from the council officer responsible for the Premises within 24 hours of the event. Any damage, breakages,

or other maintenance issues must be notified to the responsible council officer immediately.

2.3. The Hirer will comply with the capacities and any other requirements provided with these Conditions. Overcrowding is strictly prohibited and it is the responsibility of the Hirer to ensure that numbers are not exceeded. The Hirer is responsible for all health and safety issues in connection with the event taking place in the Premises, including stewarding and security and must comply with all relevant legislation and regulations in respect thereof.

2.4. The Hirer undertakes strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Council and any Insurance Company with which the Premises are insured against fire, or otherwise and to indemnify the Council, its officers and servants from all penalties, damages or costs which they may incur in consequence of any breach or default in complying with any statutory provisions, regulations or conditions.

3. Prevention of Use of Accommodation through Force Majeure

3.1. The Council does not accept liability or responsibility for any alteration, delay or cancellation caused by industrial dispute, fire, sickness, bad weather, civic strike, terrorist activity, acts of any governmental or public authority, threat of war, natural disaster, act of God or other circumstance amounting to 'force majeure'. However, in such cases, we will return the charges and/or deposit paid by the Hirer. No responsibility will be accepted or compensation made in event of loss or damage being suffered by the Hirer on account of a temporary failure of the lighting or heating arrangements, or any other cause whatsoever.

4. Right of Entry

4.1. The Council reserves the right for its officers and representatives of the police and other appropriate agencies to enter the Premises even during the course of an event. Instructions must be given by the Hirer to any stewards so that such admission is promptly permitted.

5. General Conditions

5.1. The Hirer shall not under any circumstances use the Premises to further the purposes of any organisation(s), group(s) or individual(s) whose objectives are in the Council's opinion detrimental to the promotion of equal opportunity, or which otherwise conflict with the statutory duties of the Council. The Council has the right to terminate immediately the hiring of the Premises at any time whatsoever, if the Hirer breaches, or if the Council anticipates that any conditions within this clause may be breached and may in such event at its sole discretion retain any charges or deposit, which shall be forfeited.

5.2. The council's nominated officer(s) may refuse to allow any article or appliance which is considered to be dangerous or offensive to be brought onto the Premises.

5.3. Nothing is permitted to be attached to the walls, ceilings, furniture or other surfaces by any means unless express permission is given in writing by the council's nominated events officer. No alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the Premises without the prior written consent of the Council. It is a requirement that each part of the Premises

including kitchen, toilets and cloakrooms are left in the same order and state in which they were at the commencement of the hire period.

- 5.4. No gambling of any kind will be conducted on the premises without the prior written consent of the council's nominated events officer. In any event where such consent is given, the Hirer must comply with any relevant statutes, regulations or by-laws.
- 5.5. Gratuities must not be offered or given to any council officer and the Hirer shall immediately inform the Council if any council officer solicits a gratuity.
- 5.6. No smoking is permitted at any time in any part of the Premises. This includes the use of e-cigarettes.
- 5.7. No animals (with the exception of guide/assistance dogs) are to be brought onto the Premises.
- 5.8. No alcohol is permitted on the Premises without the prior written consent of the council's events team handling the booking. Where such consent is given the Hirer is solely responsible for ensuring the conditions of the Premises Licence regarding provision of alcohol are strictly adhered to. In the rare case that the premises licence does not cover the activities planned but consent is granted, the Hirer shall be responsible for submitting a successful Temporary Event Notice. It is strictly forbidden for persons under the age of 18 to consume alcohol on the Premises and the Hirer must take all reasonable steps to prevent such consumption.
- 5.9. It is strictly forbidden to bring onto the Premises any banned drugs or other illegal substances or so called "Legal Highs" and the Hirer must take all reasonable steps to prevent such consumption.
- 5.10. The Hirer is responsible at all times for the behaviour of attendees to their event.

6. Complaints

- 6.1. Any complaint regarding any of the arrangements connected with a hiring must be made in writing within 48 hours of such a complaint arising through the Councils complaints process by emailing Complaints@lambeth.gov.uk or by visiting lambeth.gov.uk/complaints

7. Compliance with Conditions

- 7.1. If the Hirer or any persons under the Hirer's control should refuse or fail to comply with any of the conditions or regulations or with any instructions conveyed to him/her from the nominated council events officer the Hirer, his/her servants and agents may be excluded from the use of the Premises until the same are complied with, without prejudice to any of the obligations and responsibilities of the Hirer under the contract or agreement with the Council.

8. Charges

- 8.1. The charges for hiring shall be in accordance with the scale of charges for the time being approved by the Council and provided to the Hirer.
- 8.2. 25% of the total dry hire charges for the booking will be required to be paid as a deposit at the point of booking to secure the event space and date. This amount is non-

refundable, except for in circumstances as described within clause 11.3 relating to withdrawal of Premises for use by the Council.

- 8.3. 75% balance due of the total dry hire charges for the booking will be required 60 days before the event.
- 8.4. 100% of the damage deposit for the booking will be required 60 days before the event. This is refundable subject to terms and conditions of hire.

9. Damage Deposit

- 9.1. A damage deposit is required for all bookings and will be detailed within the Conditional Venue Agreement for the event, other than those detailed as exceptions in clause 11.3 below. Unless previously forfeited in accordance with these Conditions this damage deposit is fully refundable.
- 9.2. The Council reserves the right to withhold the damage deposit in full in the occurrence of any damage, breakages or where additional cleaning is considered necessary, resulting from the hire, without prejudice to any remedy for loss not fully covered by said damage deposit.
- 9.3. Bookings of 2 hours or less in designated community rooms will not require a damage deposit to be paid, however the Hirer will remain liable for losses arises from damage, breakages or where cleaning is considered necessary resulting from the hire.

10. Cancellation Policy

- 10.1. All cancellations by the Hirer must be made in writing to EventLambeth at the address set out in the Conditional Venue Agreement and formally acknowledged. In the event of Hired Spaces/Services/Goods being cancelled for whatever reason, the Hirer shall be liable to pay cancellation fees:
 - a. After receipt of the Booking Enquiry Form and signed Conditional Venue Agreement and payment of 25% deposit – Non Refundable
 - b. Within 60 Days of the event – 75% balance will be refunded
 - c. Within 30 Days of the event – 50% balance and damage deposit will be refunded

11. Cancelled Engagements

- 11.1. Without prejudice every request to cancel a hiring must be in writing and delivered to the EventLambeth whether or not it is delivered in the time set out in clause 10.1.
- 11.2. The Council reserves the right to deduct from any charges paid a sum to cover external third party charges set out in the Conditional Venue Agreement following the notice by the Hirer. Such decision shall be notified in writing addressed to the Hirer at his/her address shown on the Booking Enquiry Form.
- 11.3. The Council may cancel the letting of the premises should the event spaces be required for any local government or parliamentary election or for any other official or public purpose or for any reason whatsoever. Any fees paid will be returned but the

Hirer shall not be entitled to compensation for any costs, claims, loss, damage or inconvenience he may suffer as a result of the cancellation.

12. Noise Nuisance

- 12.1. The Hirer shall take all practicable steps to prevent any guests or other persons attending and leaving the event from causing any nuisance or annoyance to local residents and in particular shall reduce any noise generated inside the building if instructed to do so by the Council Officer in Charge (OIC), environmental health officer or police;
- 12.2. Any live or recorded music that requires amplification may only be permitted with the oversight of the council's nominated sound technician and in line with the Council's premises licence.

13. Transfer of Hire

- 13.1. The Hirer shall not transfer or seek to transfer their rights or responsibilities to any other individual, agents or organisation whatsoever and, should he do so, the Venue Event Permit and/or Conditional Venue Agreement will be cancelled and the charges or deposit forfeited.

14. Security

- 14.1. If required by the Council, a sufficient number of professional persons must be appointed to act as security and must be from the list of vetted Agents provided by the council.
- 14.2. If the Council is not content with the Hirer's proposals for security, it may cancel the event or it may itself provide or procure security services in which case the Hirer shall pay the costs at least ten working days prior to the start of the event.

15. Cloakrooms

- 15.1. Where a cloakroom facility is to be provided for an event, whether in the provided facility or elsewhere on the Premises, the Hirer shall be responsible for staffing the cloakrooms adequately. The Council will not be responsible for any loss or damage to any article left in the cloakrooms.

16. Toilets

- 16.1. There are male, female and accessible / inclusive toilet facilities available in the Premises for use for an Event and the (OIC) will assign the most appropriate and nearest facility for use for the Hirer as outlined in the Conditional Venue Agreement. The Hirer shall be responsible for the appropriate use of the toilet facilities and report any issues directly to the (OIC) during the event so this can be addressed by the Council.

17. Catering

- 17.1. No food or drink, other than drinking water, is permitted in any of the hireable rooms or premises unless it is a catered event from a vetted supplier and permission has been granted in writing as part of the booking process.
- 17.2. The Hirer shall only use the kitchen facilities in accordance with any guidelines for their use which shall have been provided to the Hirer.

18. Electrical Equipment

- 18.1. No external production or audio visual equipment is permitted in any of the hireable rooms or premises without prior permission granted in writing as part of the booking process and has been procured from a vetted supplier.
 - 18.2. The Hirer shall only use the facilities in accordance with any guidelines for their use which shall have been provided to the Hirer.
 - 18.3. All electrical equipment brought into the Premises for use at the event such as catering equipment and production equipment must have PAT pass certificates and any brought in that does not have a valid certificate will need to be tested on the spot at a charge per item (for which a certificate, valid for the period of hire of the Premises, will then need to be issued). Any testing costs and items failing the test must be replaced at the Hirer's expense.
- 19. Damage, Loss of Property, Accidents**
- 19.1. The Hirer agrees to pay the Council on demand, the cost of making good any damage to the building, goods and chattels, apparatus or appliance either of the Council or any other persons during the period of, or arising from or in connection with, the hiring of the Premises.
 - 19.2. The Council, in its discretion, may require any Hirer to insure with a responsible insurance company against the aforementioned risks and require the said Hirer to produce on demand the insurance policy and official receipt of the insurance company. The Hirer in any event is responsible for procuring their own public liability insurance.
 - 19.3. The Hirer will indemnify and hold the Council harmless in respect of any loss, theft or damage to any goods or property of the Hirer or any other person, left in or about the Premises or deposited with any Officer or Servant of the Council.
 - 19.4. The Hirer will indemnify the Council, its officers and its servants against all accidents, expenses, claims, damages, penalties and demands arising out of or in any way connected with the hiring, or any accident or loss, however caused, which may happen to or be sustained by reason thereof or in connection therewith.
- 20. Children**
- 20.1. If the Hirer intends to provide entertainment or activity for children they must provide suitable numbers of adult supervisors throughout the period of hire as specified by the Council in order to prevent overcrowding, unauthorised access and to take all reasonable precautions to ensure the safety of children.
 - 20.2. If the Hirer intends to involve children in an entertainment during the period of hire he shall observe the Children (Performances) Regulations 1968 and Lambeth Council Byelaws relating to the employment of children.
 - 20.3. For Hirers who wish to organise activities for young persons under the age of 18 years (except those events which are of a private family nature) the Hirer must be fully aware of their responsibilities for protecting children. This involves the Hirer having safe and sound policies in respect of Child Protection in place which must comply with the Council's Child Protection Policy, which can be accessed through the Council's website. Failure to provide a bona fide response to a request for Child Protection

information may lead to the booking being rejected and any charges or deposit being retained.

20.4. The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of the Children’s Act 1989 and that only fit and proper persons have access to such children.

21. Additional or Specific Conditions

21.1. Where the parties have entered into a specific agreement for the Hire of the Premises the specific terms therein shall supplement or take precedence over these Conditions but nothing in this clause shall prevent the Council from relying on any Condition herein save where the context precludes it.

I confirm that I have read, understood and agree to be bound by these Terms & Conditions of Hire.

Signed by the Hirer.....

Date.....