

LAMBETH INDOOR EVENTS TERMS & CONDITIONS

FOR THE HIRE OF ROOMS & SPACES WITHIN LAMBETH TOWN HALL

("the Premises")

All Event Hirers of a Lambeth Town Hall must adhere to and use these terms and conditions as part of their operating schedules.

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1. DEFINITIONS

1.1. Included in these terms and conditions

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, 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. This also includes the Events Duty Manager onsite at events. 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 Hire 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 Hire Agreement in order to cover a costs for damages, breakages and additional cleaning.
Conditional Hire 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.

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

includes but is not limited to:

- acts of war
- acts of God
- decrees of Government
- change of law
- riots
- civil commotion etc

Venue Hire Confirmation

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 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.

Accredited 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 safety, licensing, etc:

2. BOOKING ENQUIRIES

- 2.1. 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.
- 2.2. The person signing the Conditional Hire Agreement shall be the Hirer who shall be over 18 years of age and is responsible for adhering to these Terms & Conditions of Hire.
- 2.3. 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.
- 2.4. Venue Hire Confirmations are issued only after all conditions are met, all relevant documentation has been approved, and all fees have been paid in full.

3. THE HIRER(S)

- 3.1. The Hire must remain on site for the duration of the booking and must undertake a venue briefing as the person responsible for the booking with the OIC.
- 3.2. 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 Terms & Conditions of Hire.

3.3. Council officers and members are not authorised to make or sign the Conditional Hire Agreement or these terms and conditions on behalf of any organisation or individual.

3.4. 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.

4. HIRING THE VENUE

4.1. The times agreed in the Conditional Hire Agreement for the hire of the premises shall be strictly complied with, this includes set up and set down.

4.2. The Hirer shall on conclusion of the hiring ensure that the Premises are left as found clean and in good order including returning all furniture used to the storage space and shall keep a photographic record of any issues and send to 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. Failure to do so may result in the loss of some or all deposit.

4.3. 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.

4.4. 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.

5. PREVENTION OF USE, FORCE MAJEURE

5.1. 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.

- 5.2. 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.

6. RIGHT OF ENTRY

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

7. GENERAL CONDITIONS

- 7.1. The Hirer is responsible at all times for the behaviour of attendees at their event.
- 7.2. The Council reserves the right for its officers and representatives of the police and other appropriate agencies to enter the Premises during the course of an event. Instructions must be given by the Hirer to any stewards so that such admission is promptly permitted.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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. With regards to potential messages of hate and intolerance, info gathered will be assessed and a final decision must balance

equalities, cohesion, public order (as stated in the Public Order Act 1986) and human rights considerations.

7.6. United Kingdom: [Sec. 18\(1\) of the Public Order Act of 1986 \(POA\)](#) states that "a person who uses threatening, or abusive words or behaviour, or displays any written material which is threatening or abusive, is guilty of an offence if: a) he intends to thereby stir up racial hatred, or; b) having regard to all the circumstances racial hatred is likely to be stirred up thereby."

7.7. Nothing is permitted to be attached to the exterior or interior walls, ceilings, furniture or other surfaces by any means unless express advance permission is given in writing by the council's nominated OIC. 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. Failure to do so may result in the loss of some or all deposit.

7.8. 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.

7.9. 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.

7.10. Candles and Naked flames are not permitted on the premises. This includes cooking equipment with gas or naked flames.

7.11. No animals (with the exception of guide/assistance dogs) are to be brought onto the premises.

8. ALCOHOL, DRUGS AND SMOKING

8.1. 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.

8.2. 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.

- 8.3. 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.
- 8.4. Smoking of any kind is not permitted at any time in any part of the Premises. This includes the use of e-cigarettes and vaping.
- 8.5. 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. Failure to adhere will result in the event being shut down and the Police being called.

9. ADVERTISING AND PROMOTIONS

- 9.1. The Hirer is not allowed to advertise and/or promote their Event until their Venue Hire Confirmation has been issued. Any promotion of an event before the Venue Hire Confirmation is issued is undertaken at the Hirers own risk and the Council cannot be held responsible if permission is subsequently refused.
- 9.2. 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.
- 9.3. Character of functions/display materials:
- 9.3.1. We will have the right to stop any performance, dance or other function which we consider to be of an objectionable nature. It shall be for us to decide whether something is of an objectionable character.
- 9.3.2. We shall be entitled to prevent you from bringing into the site or displaying in the site any item that we consider offensive.

10. ENTERTAINMENT

- 10.1. 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.
- 10.2. Any musicians, entertainment and performers must be informed to the OIC before the event date so that appropriate operational and logistical plans can be agreed in advance with their arrival, load in, set up and performance.

11. SECURITY STAFF

- 11.1. 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 suppliers provided by the council.
- 11.2. 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.

12. CLOAKROOM

- 12.1. 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.

13. TOILETS

- 13.1. 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 Hire Agreement.
- 13.2. 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.

14. CATERING

- 14.1. 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.
- 14.2. The Hirer shall only use the allocated kitchen facilities in accordance with any guidelines for their use which shall have been provided to the Hirer.
- 14.3. The kitchen dish washers are not for event use by Hirers for catered events. All dirty crockery and glassware brought in should be removed by the Hirers or the appointed caterer to be cleaned offsite.
- 14.4. Any damage to the dishwashers caused by use may result in the loss of all or part of deposit. Internal events will be charged back to the event organisers.

15. CLEANING

- 15.1. All Hirers will be charged a post event cleaning charge for all events that have food, drinks or are fully catered. It will be agreed in advance and detailed on the Conditional Hire Agreement. This is a standard cleaning for

the venue floors and facilities and not for clearing away event debris or litter made by the event, which is the sole responsibility of the event organiser. Failure to do so will result in loss of some or all of deposit on top of the post event cleaning costs.

- 15.2. The Hirer is responsible for cleaning away all event debris and litter from the events and this includes ensuring they have adequate refuse and recycling bags for use. All rubbish and recycling must be removed from the venue.
- 15.3. In the event of free hire all waste must be removed from site by the Hirer. Any leftover debris, litter, bags of rubbish or recycling will be charged back to the Hirer or deducted from the Damage Deposit.
- 15.4. The Hirer is responsible for all catering and cleaning consumables needed for their events and will not be available with the hire of the premises.
- 15.5. If you need to use the venue waste bins, Security Staff will escort you to the bin store location in the middle and end of your booking. Multiple trips cannot be accommodated in to the staff area. Please ensure you double tie up bags of rubbish and recycling and place them in the appropriate refuse and recycling bins.

16. ELECTRICAL EQUIPMENT

- 16.1. No external production, sound systems 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 on our list.
- 16.2. The Hirer shall only use the facilities in accordance with any guidelines for their use which shall have been provided to the Hirer.
- 16.3. 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.

17. DAMAGE, LOSS OF PROPERTY, ACCIDENTS

- 17.1. 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. This may be in addition to loss of deposit.

17.2. 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.

17.3. 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.

17.4. 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.

18. CHILDREN

18.1. 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. This may be in addition to loss of deposit.

18.2. 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.

18.3. 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.

18.4. 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 or cancelled and any charges or deposit being retained.

- 18.5. 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.

19. COMPLAINTS

- 19.1. 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 Council's complaints process by emailing Complaints@lambeth.gov.uk or by visiting lambeth.gov.uk/complaints

20. COMPLIANCE WITH CONDITIONS

- 20.1. 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.

21. FEES & CHARGES

- 21.1. The fees for hiring shall be in accordance with the scale of charges for the time being approved by the Council and provided to the Hirer.
- 21.2. All booking fees (100% dry hire fee and any extras as per the hire quotation) will be required to be paid in full at the point of booking to secure the venue event booking. This amount is subject to the Cancellation Policy within clause 24, except for in circumstances as described within clause 25.3 relating to withdrawal of Premises for use by the Council.
- 21.3. The Damage Deposit for the booking will be required at the time of booking and no later than 10 days before the event. This is refundable subject to terms and conditions of hire.

22. DAMAGE DEPOSIT

- 22.1. A damage deposit is required for all bookings including complimentary room hire bookings and will be detailed within the Conditional Hire Agreement for the event, other than those detailed as exceptions in clause 22.3 below. Unless previously forfeited in accordance with these Conditions this damage deposit is fully refundable.
- 22.2. The Council reserves the right to withhold the damage deposit in full in the occurrence of any damage, overrun events, 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.

- 22.3. Bookings of 2 hours or less in designated Community Rooms or the Circular Hall will not require a damage deposit to be paid unless food and drink is part of the event. However the Hirer will remain liable for losses arises from damage, breakages or where cleaning is considered necessary resulting from the hire.

23. PENALTY CHARGES

- 23.1. If the event starts late it is the onus of the Hirer to ensure they adhere to the hired times and ensure that the event does not finish late. The Council will charge the Hirer a penalty charge of double the whole Hourly Rate for every ½ hour over the agreed time you do not adhere to the hired times within the conditional hire agreement. This will also result in the loss of all of part of your deposit.
- 23.2. In addition to the overrun room hire costs there will be costs for staffing such as Security £120 per hour and Event Duty Managers £250 per hour and any other costs relating to event running longer than agreed.
- 23.3. Service of alcohol especially selling it without a licence is a breach of permission by the Council and also against the law. If the Hirer is found in breach of this a penalty charge of £500 will be charged and in addition to this the Council will investigate and prosecute if licence conditions have been breached.
- 23.4. Service of food or selling of any goods or products without the prior consent of the venue is liable to a penalty charge of £500 and will include a forfeit of any and loss of damage deposit.
- 23.5. Left over debris, litter and recycling will incur a penalty charge of £250 and forfeit damage deposits.

24. CANCELLATION POLICY

- 24.1. All cancellations by the Hirer must be made in writing to EventLambeth at the address set out in the Conditional Hire Agreement and formally acknowledged. In the event of Hired Spaces/Services/Goods being cancelled for whatever reason, the Hirer shall be liable to pay the following cancellation fees:

After Conditional Hire Agreement signed	25% Cancellation Fee
up to 90 Days before the event date	50% Cancellation Fee
up to 60 Days before the event date	75% Cancellation Fee
within 30 Days of the event date	100% Cancellation Fee

25. CANCELLED OR TERMINATED HIRES

- 25.1. 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 24.1.
- 25.2. The Council reserves the right to deduct from any charges paid a sum to cover external third party charges set out in the Conditional Hire 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.
- 25.3. The Council may cancel the hiring of the premises should the event spaces be required for any unforeseen local government, parliamentary election, civil contingency or for any other official or public purpose whatsoever. Alternative available dates will be offered to the Hirer as an option. If no alternative dates are found to be suitable then 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.
- 25.4. The Council reserves the right to refuse or terminate any booking for any reason. This right is delegated to the Event Duty Manager or a nominated OIC 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.
- 25.5. 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.
- 25.6. Outstanding Payments: The Council reserves the right to automatically reject or cancel the application if it transpires that the Hirer has outstanding payments or debts owed to the Council and this includes all other Council departments.

26. TRANSFER OF HIRE

- 26.1. 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 Hire Confirmation and/or Conditional Hire

Agreement will be cancelled and the charges or deposit forfeited. This will also result in being banned from hiring the premises in the future.

27. ADDITIONAL OR SPECIFIC CONDITIONS

27.1. 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.....