



LONGFIELD HALL

Thank you for your hire request. Longfield Hall Trust (“Longfield Hall”) confirms your booking pursuant to the terms set out in this venue hire agreement and any schedule or appendices to it, including our General Terms of Hire set out in Appendix A (together, the “Agreement”).

This document is a generic agreement that is required for all activities that take place at Longfield Hall. Please refer to your invoice for full and specific details of the terms of your hire agreement.

In October 2015, the London Borough of Lambeth approved a venue licence for Longfield Hall. In order to confirm the licence a number of conditions were imposed. It is the Hirers responsibility to read the licence and adhere to it.

**The Agreement** The Hirer wishes to hire and Longfield Hall Trust (“Longfield Hall”) agrees to hire out the Space for the Hire Period on the terms set out in the Agreement. The Agreement constitutes the entire agreement between the Hirer and Longfield Hall and supersedes all prior agreements, understandings or arrangements (whether written or oral) in respect of the subject matter of the Agreement.

**General Safety** During your use of the hall you shall not block any fire exits or move any fire extinguishers. You should ensure you know the location of your nearest fire exist. In the event of a fire you are responsible for the safety of your class. As part of this agreement we require all Hirers to confirm the following:

- Details of the named person responsible for fire safety whilst you are in the Hall
- The users commitment to a ‘no smoking policy’ within the Hall
- Details of any candles, naked flames or kitchen equipment that you may be using during your time at the Hall
- Any misuse of fire equipment will be chargeable to the venue hirer.
- That the Hirer will not exceed the maximum capacity for the building which stands at 110 people in either Hall
- That the Hirer will complete a risk assessment for the duration of the hire
- That the Hirer shall be solely responsible for ensuring the event or class is staffed appropriately and adequately.
- Any incidents or injury that happened in Longfield Hall or its grounds to be reported to the Longfield Hall Trust staff as soon as possible. All injuries to be recorded in the accident book found in the kitchen above the fridge

## **Cancellation**

*By the Hirer.* Every request to cancel a Hire must be in writing and delivered in accordance with the terms of the Agreement.

Hire can be cancelled up to 1 month of the start date of the hire – see invoice without penalty .Cancellation after deadline will render the Hire liable for the whole fee.

*By Longfield Hall:* Longfield Hall reserves the right to cancel a Hire at anytime before or during the Hire Period if the Space is used for any purpose which Longfield Hall, in its sole discretion, finds objectionable, undesirable or contrary to the purpose as stated in the Agreement, or is otherwise used in breach of the terms of the Agreement, or for any other reason whatsoever.

Longfield Hall, on occasions, may ask a hirer to use a space different to the one the hirer usually uses for a class or rehearsal. Longfield Hall will give the hirer at least four weeks’ notice, in writing (usually by email) of such a change. The hirer can choose either to use the alternative space Longfield Hall is offering or to cancel its session. Longfield Hall will not be liable to refund the hirer any part of the hire charge if the hirer chooses to cancel its session.

## **General Notes on the using the Hall**

**Warranty** The hirer acknowledges that they shall enter and use the Property and the facilities and exercise their rights under this agreement entirely at their risk and that Longfield Hall gives them no warranties to the condition of the Property or the facilities or any fixtures or fittings in or on the property or as to the suitability of the Property, the facilities or the fixtures and fittings for their purposes. Longfield Hall does warrant that the property is accessible from the public

highway. Longfield Hall Trust cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.

**Security.** Longfield Hall Trust may provide the hirer with ONE set of keys. The hirer may not cut additional sets without the Longfield Hall Trust's written permission. All hirers are required to follow the security procedures at Longfield Hall (setting alarms, ensuring all doors are closed etc). If they are the last to leave the building. The Hirer will ensure sufficient and appropriately certified stewards and/or security personnel are appointed and present during the Event. The Hirer must consult Longfield Hall Trust if they are unsure about the security procedures at the Hall.

**Access.** Access to the Space is permitted by persons authorised by the Hirer from half an hour before the times of use of the Hall space(s) by the hirer. The hirer and his/her agents will also have 30 minutes clearing up time at the end of the hire period. Both set up and clear-up times are part of the hire time and chargeable according to the rate. Neither the set-up nor clear-up times, necessarily, will be exclusive to the hirer.

**Third-parties.** If a third-party has been, or will be, engaged by the Hirer to provide services for the class, the Hirer undertakes to notify Longfield Hall Trust in writing and to ensure that all such persons have adequate insurance coverage and are duly authorised and licensed to perform their services and shall provide evidence of such upon request of Longfield Hall Trust. Longfield Hall Trust reserves the right to refuse access by any such persons if such evidence is not provided or such evidence is, in Longfield Hall Trust's sole opinion, inadequate.]<sup>1</sup>

**Insurance** The Hirer shall take out and maintain at its own cost appropriate insurance cover required including, but not limited to employment, personal injury, theft and product liability insurance. The Hirer shall provide evidence of all insurance policies to Longfield Hall no later than 14 days prior to the commencement of the Hire Period. Any deficiencies in the cover or policy limits of insurance of the Hirer's agents, contractors or suppliers are the Hirer's sole responsibility.

**Liability and Indemnity** Longfield Hall accepts no liability in respect of any loss, theft or damage, however or by whomever caused, of or to any goods or property of the Hirer, its staff, pupils, agents, employees, contractors or suppliers.

**Cleanliness.** The Hirer is solely responsible for maintaining the good condition of the Space and any part of Longfield Hall grounds that is accessed in connection with the Hire. All parts of Longfield Hall grounds must be left in the same order and state as there were at the commencement of the Hire Period. The Hirer shall be liable for the cost of clean-up and/or damage repair. Longfield Hall will inform the hirer within seven (7) days of either damage or extra cleaning and inform the hirer of the cost of making good. The hirer irrevocably commits to paying for such damage within seven (7) days of receiving an invoice from Longfield Hall

**Publicity.** Copies of any publicity materials, including advertising, programmes or other handouts, to be used in connection with the hirer's use of the hall shall be provided to Longfield Hall upon reasonable request. Longfield Hall reserves the right to cancel a Hire if it, in its sole discretion, deems the Hirer's publicity materials to be inappropriate, offensive or otherwise damage or undermine Longfield Hall's reputation.

## Activities within the Hall

**Noise and Nuisance** The Hirer shall not, and will not permit any other person to, cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property

**Storage.** Longfield Hall Trust will discuss and negotiate storage arrangements with each hirer. The Longfield Hall Trust intends to levy a charge of £25 per cubic metre per week on goods, equipment, furniture left in the hall. Hirers will be responsible for insuring their own property and no property may be stored in padlocked or locked cupboards or rooms.

**Electrical Equipment.** All appliances must be checked by a competent person as to the safety of the appliance itself, the wires or cables attached to it and its suitability for the power supply and socket(s) available. Longfield Hall Trust retains the right to PAT test any electrical equipment left on the premises.

**Fittings.** No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements of the Space without the prior written consent of Longfield Hall including, but not limited to, use of nails, tacks and screws.

**Sale and Supply of Alcohol within the Hall:** The sale and supply of alcohol is only allowed on agreement with the management of Longfield Hall Trust.

**Drugs.** It is strictly forbidden to bring any drugs or illegal substances onto Longfield Hall grounds.

**Gambling.** Gambling of any kind may not be conducted on any part of Longfield Hall grounds.

**Animals.** No animals, other than guide dogs accompanying visually-impaired persons, may be brought into Longfield Hall.

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<sup>1</sup> If contractors or suppliers will be providing services.

**Performances.** Use or installation of any sets or scenery for the Event must be approved by the Longfield Hall Trust. All sets and scenery must conform with all regulations relating to health and safety and the conditions of all relevant licenses. Longfield Hall Trust reserves the right to prohibit the use of any set or scenery items.

**Broadcasting.** Subject to the Hirer's compliance with applicable law, Longfield Hall Trust grants the Hirer permission to record, film or broadcast all or part of the Event. The hirer also has all image rights for their activities during the period of hire.<sup>2</sup>

## Relevant Policies

**Safeguarding Children and Vulnerable Adults.** The Hirer warrants that it understands its responsibilities for protecting children and vulnerable adults under its control and has the necessary policies in place to ensure compliance with all applicable laws and regulations concerning children and vulnerable adults.<sup>3</sup>

**Equal opportunities.** The hirer must agree to not discriminate on the grounds of.

1) Age 2) Gender 3) Race 4) Martial Status 5) Disability 6) Sexuality 7) Religion 8) Responsibilities for dependents 9) Unrelated criminal conviction 10) Pregnancy and maternity. Hirers should contact centre staff if they are unsure as to how this may impact on their hire. Longfield Hall Trust recognises that the Hall is not currently full accessible to the hard of hearing or wheelchair uses. Longfield Hall Trust are working on long terms plans to introduce a fully accessible lift and disabled toilet into the building.

## Compliance with applicable law

The Hirer shall strictly observe and perform the relevant provisions contained in the Licensing Act 2003, the Children and Young Persons Act 1933, the Children (Performances) Regulations 1968, the Children (Protection at Work) Regulations 1998, the Copyright, Designs and Patents Act 1988, the Private Security Industry Act 2001 and the Data Protection Act 1998, each as may be modified or amended from time to time, and all requirements and regulations of any licensing authority applicable to the hire and all applicable health and safety rules and regulations. The Hirer is responsible for obtaining all relevant authority and licenses necessary for the Hire, other than those already held by Longfield Hall, if any. The Hirer must also observe the conditions of all licenses held by Longfield Hall, which are available for inspection upon reasonable request

## Termination

Either party may terminate the Agreement by giving written notice to the other in the case of non-payment of any Fees payable under the Agreement within seven days of the due date or material breach of any of the terms of the Agreement which is incapable of remedy or which cannot be remedied prior to the commencement of the Hire Period. Upon effective termination, all rights and obligations of the parties under the Agreement shall terminate and be of no future effect, except that any rights or obligations to which the Hirer or Longfield Hall may be entitled or be subject before termination, including under clause 4 concerning cancellation and cancellation fees, shall remain in full force and effect.

Notices delivered pursuant to this Agreement may be delivered in-person, by first-class mail or by registered mail to the addresses listed on the first page of this Agreement. Each Hirer must inform the Longfield Hall Trust/ of any change in address as soon as reasonably practicable.

For and on behalf of Longfield Hall Trust

Accepted and agreed

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<sup>2</sup> If the Hirer indicated it plans to record, film or broadcast the event.

<sup>3</sup> If the event is for children or involves children.

on \_\_\_\_\_ 20\_\_

by \_\_\_\_\_,  
[Contact name]

for and on behalf of [name of organisation]

Fire Safety	Signed by
Details of the named person responsible for fire safety whilst you are in the Hall	
The users commitment to a 'no smoking policy' within the Hall	
Details of any candles, naked flames or kitchen equipment that you may be using during your time at the Hall	