



The Station Rooms Community Space – Highams Park Hire Agreement

**STANDARD TERMS and CONDITIONS of HIRE**

v1.0 February 2023

**By confirming your booking, you accept and agree to the terms and conditions outlined in this document and understand that additional charges or refusal of further use may be applied if these conditions are not kept to.**

**You agree to adhere to the Health and Safety Policy and procedures (on display on Health & Safety Notice Board inside the entrance) and ensure that your group are made aware of safety procedures, evacuation routes etc.**

The Premises are managed by Highams Park Community CIC (HP CIC), a registered community interest company with company number 10840775.

The Premises are non-profit making, providing a service to the community, and rely on the cooperation of all users. The hiring charge covers the running expenses and the general maintenance and improvements of the Building.

The management committee want you to enjoy the facilities and to continue making good use of the Premises.

This Agreement constituting the Booking Form and these Terms and Conditions is made between the Hirer and HP CIC. The parties agree that the hiring will be carried out in accordance with this Agreement.

These terms and conditions apply when you book the Premises in person or via our website.

When you make a booking, you will be asked to confirm your acceptance of these terms and conditions.

We reserve the right to amend these terms and conditions at any time and you should therefore check these each time you make a booking. The terms and conditions applicable to your booking will be in place on the date you make your booking.

**1. Definitions and Interpretation**

- 1.1. The Hirer – means the person or organisation as set out on the Booking Form used to book the Premises.
- 1.2. The Premises – means the rooms at The Station Rooms as set out in the online Booking Form.
- 1.3. The Building – means The Station Rooms at Highams Park Station, Station Approach, E4 9LA.
- 1.4. Booking Form – means the booking form that is required to be completed to make a



booking and which is accessible via the page 'Community Spaces for Hire in Highams Park' on the website [www.highampark.london](http://www.highampark.london).

- 1.5. The Amount Due – means the amount that the Hirer must pay to HP CIC as set out on the Booking Form.
- 1.6. The Period of Hire – means the period set out on the Booking Form.

## **2. Hire of the premises is available for those aged 18 or over.**

### **3. Booking the Premises**

- 3.1. The hiring of the Premises can be booked online on our booking page: <https://bit.ly/3DMt47M>
- 3.2. A completed Booking Form is required for the hire of the Premises. Room hire will only take place with a completed Booking Form and the acceptance of the room hire terms and conditions contained herein.
- 3.3. The booking will be confirmed on acceptance of the booking and receipt of payment by HP CIC.

### **4. Charge, Payment and Amount Due**

- 4.1. The Hirer shall make payment of the Amount Due when booking the Premises. The hire charges are shown on the booking page and the Amount Due for the Period of Hire will be calculated automatically and included in the Booking Form.
- 4.2. HP CIC updates room hire charges from time to time.
- 4.3. Pricing concerns should be addressed within 30 days of the booking confirmation issued by HP CIC.

### **5. Cancellation**

- 5.1. HP CIC reserves the right to cancel any booking for any reason. Where HP CIC cancels a booking, HP CIC shall incur no liability to the Hirer whatsoever.
- 5.2. Bookings cancelled more than 48 hours before the booking date will be refunded less any payment charges incurred by HP CIC
- 5.3. Where the Hirer cancels the booking less than 48 hours before the booking date, the Hirer is not entitled to a refund. A refund may be provided at HP CIC's sole discretion.

### **6. End of Hire**

- 6.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.
- 6.2. The Hirer shall ensure the Premises and surrounding area left in a clean and tidy condition and all equipment, goods and other materials, including rubbish are removed from the Building at the end of the Period of Hire.
- 6.3. Additional charges may apply where the Hirer fails to comply with clauses 6.1 and 6.2 above.

## 7. General Conditions of Hire

### 7.1. The Hirer will be responsible for:

- Maintaining good order and conduct on the Premises.
- Ending all activities by 11.00pm or at the end of the Period of Hire stipulated on the Booking Form, whichever is the earlier.
- Keeping the FIRE EXIT clear of any obstruction.
- Maintaining housekeeping standards to reduce the likelihood of slip, trip or other incidents occurring.
- Obtaining the consent of HP CIC before decorating the Premises.
- Leaving the Premises in the same state as they were found on entry, unless a cleaning service has been booked and paid for prior to the event.
- Sweeping and mopping the floors (if required).
- Taking all rubbish away at the end of the hire period.
- Flushing the toilets and leaving them clean and tidy. Soiled nappies must be removed by the Hirer.
- Cleaning the activity room and sink so they are fit to be used by the next hirer.
- Replacing tables and chairs as found.
- Testing any portable electrical equipment brought onto the Premises, so it is safe for use and been P.A.T. tested.
- Ensuring that no equipment, goods or other materials are left on the Premises overnight or after the Period of Hire.
- Switching off all internal lights.
- Locking all doors before leaving.
- Returning the keys and reporting any damage to HP CIC.

### 7.3. The following are specifically not allowed:

- Keys, key cards and access codes must not be shared with third parties.
- The use of blue tac, Sellotape and drawing pins on the walls and surfaces of the Premises.
- The sale of alcohol.
- Drinking alcohol outside the building is NOT permitted.
- Any illegal or immoral activities. If such activities are suspected, the police will be called, and the event terminated immediately. In such an event, the Hirer will forfeit all charges.
- Smoking or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking or vaping at the Premises.
- The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of HP CIC) are displayed or offered for sale on the Premises.
- Any items deemed offensive or inappropriate by HP CIC shall be removed from display or sale immediately on the request of HP CIC.



## **8. Health and Safety**

- 8.1. The Hirer shall be solely responsible for the health and safety aspects of using the Premises during the Period of Hire. We recommend the Hirer carry out a risk assessment for each activity undertaken during the hire period.
- 8.2. The Hirer shall ensure they are familiar with the:
  - a. Fire alarm points.
  - b. Fire evacuation procedures, routes, refuge point and assembly point.
  - c. Location of the first aid box.
  - d. Location of the accident reporting book.
- 8.3. Under “Regulatory Reform (Fire Safety) Order 2005” Hirers are responsible for appointing their own “Responsible Person” to ensure that their activities are conducted safely from fire and to liaise with HP CIC, if necessary.

## **9. Accidents**

- 9.1. A First Aid Box and Accident Book are located in the cupboard beneath the sink in the activity room.
- 9.2. All accidents must be recorded in the Accident Book; and must be used to record all cuts, bumps, falls etc., as well as more serious accidents and near misses.
- 9.3. The important details to be recorded are:
  - the name of the casualty.
  - the date, time and place that the incident/accident occurred.
  - the cause of the accident i.e. what happened.
  - a brief description of the injury (if any) sustained.
  - the first aid (or other) treatment administered and by whom.
  - whether or not medical aid had to be sought.
  - the name of the person who dealt with the incident.

## **10.COVID-19 Special Conditions**

HP CIC has the right to close the Premises if there are safety concerns relating to COVID-19, for example, if someone who has attended the Premises develops symptoms and thorough cleansing is required or in the event that public buildings are asked/required to close again. If this is necessary, we will do our very best to inform you promptly, and you will receive a full refund of any hire charge paid.

## **11.Maximum Capacity**

- 11.1. The Hirer will not exceed the maximum capacities for the Premises.
- 11.2. The maximum capacities are as follows: Meeting Room 12 people; Activity Room 8 people.

## **12. Use of Premises**

- 12.1. The Hirer shall not use the Premises for any purpose other than that described on the online Booking Form and shall not sub-hire or use or allow the Premises to be used for:
- Any political rallies or demonstrations.
  - For purposes that are illegal, i.e., forbidden by law or unauthorised by official or accepted rules.
  - For functions attended by people whose presence may cause civil unrest or division within the community.
  - To an organisation or individual which has been banned by law.
  - Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 12.2. HP CIC reserves the right to exclude or eject from the Premises any person and to cancel any booking where it considers:
- Such activities may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any such bookings will also be subject to consideration from the police to ensure the community's safety is assessed against the request for a booking.
  - The Premises users may do something that may cause or pose a risk of loss, damage or significant expense to HP CIC or harm the reputation of HP CIC.

## **13. Wi-Fi & Internet Use**

- 13.1. Wi-Fi is available and log-in information is displayed within The Premises. Wi-Fi should only be used during the Period of Hire and should not be used for large-scale downloading. Inappropriate use may impact the booking and may be monitored and reported to the authorities.

## **14. Licences**

- 14.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify HP CIC against the consequences of the Hirer's failure to do so.
- 14.2. The Hirer shall only apply for a Temporary Event Notice with the written permission of HP CIC.
- 14.3. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals, whether of a public or private nature which any authority or person shall require in respect of any activities undertaken during the hire period. This includes where required, a licence issued by the Performing Rights Society and any copyright permission.

### **15.Alterations**

- 15.1. The Hirer must not make any alterations to the Premises or any other part of the Building.

### **16.Food and Drink**

- 16.1. There are no cooking facilities, and cooking is not allowed on the Premises.
- 16.2. Where food or drink is to be supplied to the public, the Hirer or caterer must hold a Basic Food Hygiene Certificate.
- 16.3. The Hirer must ensure that caterers on the Premises during the Period of Hire comply with all health and hygiene legislation and regulations.
- 16.4. The Hirer shall observe all relevant food and hygiene legislation and regulations if preparing, serving or selling food.

### **17. Noise & Nuisance**

- 17.1. We have a positive policy of “least disturbance” to our neighbours. HP CIC reserve the right to refuse the Hirer using the Premises in the future if complaints are received from neighbours.
- 17.2. No event should cause noise disturbance to people in neighbouring properties. Music MUST BE kept to a level that it cannot be heard outside of the Building.
- 17.3. The Hirer MUST ensure that guests do not congregate outside and leave the premises quietly.
- 17.4. Amplified music MUST be turned off by 9pm.
- 17.5. The Hirer must not do or allow anyone attending their hiring to do anything on the premises that may become a nuisance to HP CIC or other hirers or to the occupiers of adjoining or neighbouring premises.
- 17.6. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

### **18.Children**

- 18.1. The Hirer shall ensure that for activities aimed predominantly at children they have appropriate child protection policies and procedures in place.

### **19.Insurance and Loss or Damage**

- 19.1. The Premises insurance covers only loss caused by fire, theft or storm damage. Hirers must take out insurance coverage for their activity and responsibilities.

For occasional private hires the individual's own household policy **may** provide cover.

- 19.2. HP CIC shall not be liable for any death, injury loss or damage however so caused to the Hirer, persons using the Premises or to their property except for death or personal injury or damage to property caused by negligence on the part of HP CIC or its employees or agents; or any matter in respect of which it would be unlawful for the Premises to exclude or restrict liability.



- 19.3. During the Period of Hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify HP CIC from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of HP CIC or their respective servants or agents.
- 19.4. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.
- 19.5. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.
- 19.6. The Hirer shall be responsible for reimbursing HP CIC for any damage to the Premises and its contents during the period of hire, no matter how or by whom committed, including any damage immediately prior to and after the Period of Hire, by those attending the premises.

## **20.Data Protection**

- 20.1. Personal data supplied on the Booking Form will be held and used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by HP CIC and its partners.

## **21.Advertising**

- 21.1. Advertising shall be displayed at the Building only with the written permission of HP CIC.

## **22.General Terms**

- 22.1. HP CIC may, from time to time amend or add to the Terms and Conditions of Hire in writing.
- 22.2. The Hirer shall ensure that their activity/hire complies with all relevant legislation and regulations.
- 22.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 22.4. This contract is formed between the Hirer and HP CIC when we confirm your Booking. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 22.5. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.