

HIRE OF MERTON VENUES AND SPACES

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

The 'Hirer' means the individual or representative of an organisation completing the booking form and agreeing to the terms and conditions of hire.

The 'Council' means Merton Council.

The 'Venue' means the premises or space named in the confirmation of booking.

2. APPLICATIONS

The Council will not accept applications to hire Venues and Spaces from organisations or individuals that promote controversial issues which may be damaging to community relationships or are illegal or offensive to the public or breach Merton Council's Equal Opportunities Policy.

All applications must be made online at www.merton.gov.uk/venues and payment made at the time of booking. A

booking is not confirmed until payment has been received and a booking confirmation has been issued to the hirer.

4. SUB LETTING

The Venue may not be sublet without the authority of the Library Manager. This is a breach of your hire agreement.

5. PAYMENT

Payment can be made in person by cash, payment by card or payment taken over the telephone at the time of booking. Regular re-occurring bookings must be paid for at least 1-month in advance of the hire date.

For long term hirers and some groups, it may be possible to pay on account by invoice. Please enquire directly with the library manager.

6. BOOKING CONFIRMATION

You must take your booking confirmation with you on the day of your booking as proof of your booking.

7. DAMAGE AND DEPOSIT

The Hirer is responsible for the cost of repair for any damage caused during a hiring and/or the cost of additional cleaning as a result of the hall being left in an unacceptable state. An invoice for any damages caused will be sent within 14 days of the hire date. When a hall is rendered unusable following damage caused, the user responsible will be liable for the cost of lost bookings during this period.

8. GOOD ORDER

The Hirer must provide sufficient stewards to maintain good order at all times to the satisfaction of the Library Manager. Good order refers to the safety and security of the Venue and its assets during the hiring period.

In the event that a booking finishes early, the Hirer must contact the caretaker by phone to arrange the secure lockup of the premises. The Venue must not be left unattended at any time.

All hirers personal property must be removed at the time of vacation.

9. CLEANING

The booking must include set-up and clear-up time. The Venue must be cleaned and vacated on time, ensuring the Venue is left ready for any adjacent bookings.

Hirers must remove and dispose of all rubbish off site. Failure to do this may result in loss of any deposit paid or a cleaning charge being issued to the hirer.

10. ADVERTISING

No advertisements or posters, decorations or hangings may be displayed without prior approval by the Library Manager.

11. RIGHT OF ENTRY

The Council reserves right of entry at all times to its officers, statutory authorities and officers of the Licensing Authority.

The Hirer will only be allowed to enter the hired space at the time specified on their booking confirmation slip. The Hirer is responsible for ensuring that time is included in their booking for setting up before the event and cleaning up and vacating the premises by the time specified on the booking confirmation. Failure to follow these rules will be in breach of your hire agreement and may result in the loss of your deposit or an additional hire charge and block all future hire of premises.

12. ELECTRICAL

No temporary additions to lighting or electrical circuits may be made without the authority of the Library Manager.

The Council is not liable for any equipment brought into the Venue.

13. DECORATIONS

No decorative hangings may be used unless certified as fire resistant. All decorative hangings must be applied to surfaces with non-marking sticky tac only. The use of tape is prohibited. Use of smoke machines is not permitted inside the venues.

14. LICENSES

It is the responsibility of the Hirer to obtain all appropriate licenses for their booking. These may include a Temporary Events Notice (TEN), an alcohol license and/or temporary music and dancing license. These can be obtained from the Licensing Authority at their own cost. Applications must be made at least 21 days prior to the event. Further details can be found at www.merton.gov.uk/licensing

15. CANCELLATION POLICY

15a) General

The Council reserves the right to cancel a booking if the Venue is unavailable in an emergency situation. All hiring fees paid will be refunded in full recompense.

In all other cases, the Council may cancel a hiring by giving one months' notice. All hiring fees paid will be refunded in full.

The Council reserves the right to cancel a booking if the Venue is required for any electoral purpose. All hiring fees paid will be refunded in full recompense.

15b) Non-Payment of Invoice (long term hirers only)

Should any invoice remain unpaid after 6 weeks, Merton Council may consider terminating your Hire Agreement giving 2 weeks' notice to vacate. Any equipment owned by you should be removed from the Venue by the termination date. Equipment left after this date will be disposed of without further notice.

15c) False Information

Should any information contained within this Agreement be found to be false or untrue, then the agreement will be terminated with immediate effect.

15d) Cancellation charges

If the hirer wishes to cancel their booking, they must give one months' notice in writing to receive a full refund. If the hirer wishes to cancel their booking less than one month before the booking, they will incur the full booking charge.

16. COUNCIL LIABILITY

The Council accepts no liability for injury, damage, or loss not directly attributable to negligence of their employees or agents.

17. INSURANCE

The Council's insurance policy does not cover personal effects, or the Hirers public liability and the Hirer must ensure that they take out their own insurance to cover both personal effects and public liability.

18. INDEMNITY

The Hirer indemnifies the Council against any claim, action or proceedings resulting from use of the venue and will pay any Council costs incurred.

19. PARKING

No vehicle may be left within twenty feet of an emergency exit or exit route. If you have any queries regarding parking, please check with the relevant site or department in advance of your booking. All vehicles and contents are left at their owners' risk.

20. SMOKING

Smoking and vaping are prohibited in and around all library venues.

21. NOISE AND ANNOYANCE

The Hirer must ensure no excessive noise, or annoyance is caused to local residents or other users of the building. A noise monitoring system may stop music if the sound level reaches more than 95 decibels. No music after 22.30hrs for bookings finishing at 23.00hrs.

22. DANGEROUS SUBSTANCES

No inflammable chemical, explosive or other dangerous substances may be used or kept on site without written authority of the Library Manager.

23. FAILURE TO VACATE

Unless agreed prior to the booking, the Council may remove from site any articles not removed by the hirer on completion of hiring and the Hirer shall pay all fees incurred.

The Hirer must vacate the premises on time along with their belongings to avoid additional charges being incurred. The full cost of one hour's hire will be applied if a booking over-runs. There may be additional charges if the booking over-runs.

24. STATUTORY REQUIREMENTS

The Hirer must comply with all statutory requirements including the Race Relations Act and Sex Discrimination Acts.

25. CATERING

The provision of catering and other refreshment facilities will remain the responsibility of the Hirer. There should be no cooking on site, including no cooking equipment entering the premises. Any used items of crockery/cutlery must be washed and put away before vacating.

Food, food sauces and other slow dissolving items such as oils and fats, must not be disposed of in sinks.

26. FREEDOM OF INFORMATION

Under the Freedom of Information Act 2000 Merton Council may be obliged to provide details of organisations that use our Venues. However, no personal information will be disclosed to a third party unless requested by the appropriate authority under the Data Protection Act UK 2014.

27. DATA PROTECTION

The Hirer is responsible for ensuring they comply with the provisions of the Data Protection Act UK 2014.

28. ADDITIONAL CONDITIONS

The Council reserves the right to make any additional conditions or regulations considered necessary to ensure safety or proper operation of a letting.

29. CONCESSIONS

A discount will be applied for voluntary groups, residents' associations and statutory bodies. This will be applied at the time of booking and varies between venues.

30. COMMERCIAL RATE

A 30% commercial rate may be applied at the manager's discretion, for individuals and businesses using the space for direct profit. If your event/activity involves selling items or conducting business for direct profit this must be clearly stated at the time of booking.

31. PARTIES

Some venues have specific rules for parties outlined below:

Children's birthday party rules (up to 12 years old)

1. Adults must fully supervise children at all times.
2. All rubbish (including leftover food) must be removed from the premises.
3. Please ensure that the Venue is cleaned and vacated on time.
4. Deposits, where taken, will not be returned, or additional charges invoiced if damage is caused to the Venue or if the area requires additional cleaning after the party.

If these rules are broken the caretaker may end the party and you will not be eligible for a refund.

32. CARETAKERS

Before your booking starts your caretaker will:

1. Show you the locations of the fire exits in the Venue and explain how to use them.
2. Show you the locations of any fire alarms and explain how they are operated.
3. Explain the fire procedure for the Venue.
4. Show you the Venue and facilities such as toilets, light switches and fire extinguishers.
5. Give you information about how to contact Council staff if there is a need to do so.
6. Confirm the finishing time of your booking and when you should turn any music off.

At the end of your booking the caretaker will:

1. Check the hall / space has been left in an acceptable way.
2. Notify you that a feedback form will be emailed to you for completion
3. Ensure the space has been emptied and secure the building.

The Caretaker has the authority to cancel any booking at any time if they consider that this action is necessary.

The Council will always support decisions made by the Caretaker whilst carrying out his / her official duties.