

# THE AZELIA HALL

258, Croydon Road, Beckenham, Kent, BR3 4DA

Tel: 020-8658-1646

(Registered Charity No. 214872)

## TERMS AND CONDITIONS FOR HIRING

(These conditions should be read in conjunction with the attached Booking Form Guidance Notes )

Upon payment of any deposit or all charges you will have entered into a contract for hire of Azelia Hall (the premises) on the terms and conditions set out below.

### 1. Your responsibilities

During the period of hire specified on the booking form you SHALL NOT: - ,

- a) Sell alcohol on the premises.
- b) Smoke or allow smoking in any part of the premises.
- c) Make any alteration or addition to the lighting and power arrangements at the premises.
- d) Allow any fires or appliances with naked flames to be used at the premises including candles and incense.
- e) Insert or apply any nails, tacks, screws, bolts, adhesive tape, glue or other substance to any part of the premises or equipment. (However, Blu Tack may be used with discretion).
- f) Allow any animal (save for guide dogs) to be brought on to the premises.
- g) Use the premises for any commercial purpose save where previous written agreement has been made with the Hall Manager.
- h) Allow the number of persons present at the premises to exceed the number specified on the Guidance Notes for Booking.
- i) Allow any fly posting at the premises.
- j) Continue to use the facilities outside the times stated on the booking form.

In all the above cases Azelia Hall may make an exception to the above restrictions by granting written consent prior to commencement of the period of hire upon application by you. Where consent is granted subject to conditions, you shall, comply with such conditions and upon failure to do so, such consent shall be deemed to be withdrawn.

### 2. You SHALL

- a) Communicate and observe the fire and safety precautions as outlined in the booking form Guidance Notes.
- b) Ensure children are adequately supervised at all times.
- c) Where you are planning to use professional caterers, arrange for the Hall Manager to receive a copy of your caterers Public Liability Insurance certificate (minimum cover £2million) prior to the date of the function.
- d) Indemnify Azelia Hall against:
  - (i) any loss or damage to the premises, equipment or other property,
  - (ii) any claims by third parties in respect of loss or damage to property or death or personal injury.
- e) Comply with all or any conditions notified to you by Azelia Hall in respect of Licences required for public entertainment such as music, dancing and stage plays
- f) Pay all charges and Licence fees (if any) specified on the booking Form, two months prior to the commencement of the period of hire. Time is of the essence in respect of payment of all deposits and hiring charges
- g) Vacate the premises at the end of the period of hire stated on the application.
- h) Leave the premises and equipment in a clean and tidy condition.
- i) Provide a plan of any proposed layout of tables etc to the Hall Manager at least ten days prior to the period of hire so that this can be agreed in terms of health and safety.
- j) You shall ensure that each item of electrical equipment being brought onto the premises for subsequent use during the period of hire, (including equipment provided by caterers and DJ's) bears a clearly identifiable Portable Appliance Test (PAT) label certifying that the equipment has been tested for electrical safety. Azelia Hall reserves the right to refuse the use of non-certified equipment on its premises.

- k) Ensure that everybody acts in a proper and considerate manner both inside and in the vicinity of the Hall and be aware that rudeness or verbal/physical abuse of our stall will not be tolerated.
- l) Ensure that sufficiently trained First Aid people and facilities are available for the planned event.

### **3. Loss or damage**

Where you or any guests or invitees cause damage to the premises or equipment or other property belonging to Azelia Hall, you will be required to meet the costs of such loss damage and for these purposes Azelia Hall may retain all or any part of the deposit paid by you in meeting such loss or damage,

#### **NOTE**

Save in the case of negligence or breach of statutory duty Azelia Hall does not accept any responsibility for loss or damage to clothing or other property left by you, your guests, servants or agents or any member of the public at the premises during the period of hire.

### **4. Supplementary Conditions of Hire for Regular Users**

- a) For hirers who have requested a number of dates throughout the year, an application form together with a calendar will be sent to you requesting that you submit the dates that you require. We will confirm the dates that you have requested by sending you a confirmation report summarising the booking details. You will be required to sign and return the report. Once the event report has been returned the booking office will fix your dates and prepare invoices based on the dates and times required. Any subsequent changes to your booking must be made in writing to the booking office. Notification of cancellations less than one month in advance will require the full hall hire fee to be paid.
- b) Invoices will be payable one month in advance.
- c) Where late payment is made against invoices, a late payment charge will be made. The charge will form part of the standard fees and will be charged at the prevailing rates at the time.
- d) For those hirers who charge admission prices or levy membership rates etc, hall hire fees will be negotiated. In order to set prices you may be required to provide further background to your booking including prices of tickets, admission (if applicable), memberships and numbers expected. Rates that are subsequently agreed will be subject to on-going review. Such reviews will be conducted at regular intervals throughout the booking period particularly where introductory rates have been offered.
- e) Whilst every attempt will be made to honour bookings Azelia Hall reserves the right to cancel or re-arrange bookings to accommodate much needed repairs and maintenance of the facilities or to respond to emergency situations.

### **4. Cancellation or Termination of Hire by Azelia Hall**

- a) Azelia Hall may refuse any application for hire without giving a reason
- b) Azelia Hall may terminate any agreement of hire at any time up to and including the date of hire if:
  - (a) it becomes aware of any fact which would prima facie indicate that it would not be in the interests of Azelia Hall to proceed with the hiring or which might otherwise prejudice the Trustee's standing and responsibilities.
  - (b) when the premises are required for the purpose of any parliamentary, local or European election or for the purpose of civil emergency or any other event of local or national importance.
- c) In the event of such cancellation or termination of hire, Azelia Hall's liability will be limited to a full refund of deposit monies and any other payments made by you. It will not be liable to compensate you for any consequential financial or other loss whatsoever arising directly or indirectly as a consequence of such cancellation.

### **5. Cancellation or Termination of Hire by the Hirer**

If you wish to cancel the hiring you may do so by writing to the Hall Manager and upon receipt of such notice Azelia Hall will give a refund of 75% of the total hire fee, provided at least one calendar month's notice is given. Azelia Hall will retain the initial 25% non-refundable deposit, unless we are able to re-let the time and date but subject to an administration.

**On behalf of the Trustees of The Azelia Hall Charity**

(January 2012)

# Booking Application Form - GUIDANCE NOTES for Hirers

## Hire Periods

Monday – Saturday      10.00am -11.00pm  
Sunday                      By special arrangement

## Start and Finishing Times

Please be aware that hall will be opened and closed according to the times stated on the booking form. You must ensure that you book adequate time including preparation time (e.g. for caterers, DJ's to set up) for your function. There is no access to the hall outside of the period booked and the hall must be vacated by the stipulated time in a clean and tidy state. You are reminded to allow sufficient time at the end of the function for you, your guests and any DJ, band or caterers to leave the hall and the hall to be cleared.

You need to clear the hall of all food, drink, presents and personal belongings.  
The latest time for functions to finish is 11 pm. The Hall must be locked at midnight.

The Hirer (or a named representative) must be the last to leave after the Hall has been cleared.

Functions that overrun. In the case where functions overrun beyond the time stated on the booking form, each hour will be charged at the equivalent of double the hourly rate. The minimum charge will be one hour and prices will be those that apply at the time of the function.

It is not permissible to leave items for collection later (except by prior arrangement with the Hall Manager), as this may create a problem for the next hirer. As the Hirer it is your responsibility to ensure that all involved with you are aware of these rules and times.

## Hall Capacities

The numbers shown below are the maximum permitted according to fire and safety regulations.

Main hall	175
Smaller rear hall	20

## Consumption of alcoholic drinks

Azelia Hall is NOT licensed for the sale of alcohol.

If you intend to sell alcohol then you must apply separately for a TENS (Temporary Events Notice) from the local authority.

## First Aid

It is the Hirer's responsibility to ensure that sufficiently trained First Aid people and facilities are available for the planned event.

## Layout of Hall

It is the Hirer's responsibility to layout the hall with the supplied tables and chairs. By prior arrangement, the Hall Manager may be able to assist with the set-up.

## Hire charges for the Hall

The hire rate is dependent on the type of function and the status/category of the hirer

For Social Functions (e.g. wedding receptions, dinner dances, birthday, anniversary and children's parties) the rates are non-negotiable and are currently as shown below.

For Voluntary groups, Recreational groups, Charities and Commercial organisations the hire charges are negotiable and will depend on the nature of the booking.

Main Hall (Rates shown are per hour)

	10am to 2pm (minimum 4 hours)	2pm to 5pm (minimum 3 hours)	5pm to 11pm (minimum 5 hours)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Use of Kitchen		(per session)
Use of Bar		(per session)

### Smaller Rear Hall

	10am to 2pm	2pm to 5pm	5pm to 11pm
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

### **Method of Booking and Payment**

Please complete all sections of the Booking Form

On receipt of the completed application form, an invoice will be raised requesting payment for 25% of the total amount (or full payment if the total amount is less than £100.00). The remaining 75% is due two months before the function date. Non payment will result in cancellation of the booking and retention of the deposit as an administration charge.

You can pay your deposit or balance by cheque or cash. (No credit card payments).

Please make cheques payable to "Azelia Hall Charity"

### **Refundable Damage Deposit**

An additional refundable deposit of £200 (payable at the same time as the hiring deposit) is required on all social and commercial functions as a guarantee against:-

- damage
- additional work caused by the hall being left in an unacceptable condition
- if the hirer does not vacate the hall by the agreed time
- failure to comply with the conditions of hire
- an excessive amount of refuse being left behind (Maximum of 2 plastic refuse bags. Any more, then a charge of £2 per bag will apply).

### **Refunds and Cancellations**

Notice of cancellation must always be made in writing. The initial 25% deposit is non-refundable.

### **Catering and Use of the Kitchen Area**

If you intend to hire kitchen facilities for your function, please make note of the following conditions:

Where the hirer intends to appoint professional caterers to provide food services, the hirer must arrange to provide proof of the caterer's public liability insurance to cover the caterer, his staff and the hirer's guests against such eventualities as damage to property, injury to persons and claims from third parties becoming ill following food consumption.

The minimum acceptable cover must be no less than £2million. Azelia Hall's own Public Liability cover applies to hall letting agreements but catering companies must provide additional cover where kitchens are being used.

If you require the use of the kitchen, please be aware that you will need to leave the premises clean and tidy, bagging up and clearing all rubbish, foodstuffs and packaging to the outside bins provided. You need to provide your own refuse sacks for this purpose. A charge may be made for the clearance of excess rubbish or the removal of oil or food products left after the event.

Any catering services to be provided by the caretaker are the subject of direct arrangements with her and the Hall has no responsibility or liability in respect thereof.

### **Noise and the Neighbours**

Please be aware that Azelia Hall is in a residential area and we want to maintain very good relations with our neighbours.

Therefore please ensure that any providers of music at your function e.g. DJ/band are aware that the volume must not be such that it is a nuisance to neighbours. In the summertime this is particularly important if the main or side doors are opened.

### **Child Protection Policy**

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) you will need to be fully aware of your responsibilities for protecting children under your control.

### **PRS**

The Performing Rights Society (PRS) works on behalf of music composers and publishers to ensure that all royalties due on copyright are paid. A fee is payable for any booking where music (live or recorded) is played with the exception of family or domestic gatherings e.g. wedding receptions, birthday parties, anniversaries etc. Fees vary depending on the nature of the event and Azelia Hall will notify you of the amount at the time of booking.

### **PPL**

Phonographic Performance Limited (PPL) works on behalf of artists, record companies and musicians. We are advised that under the current law no licence from PPL is required for strictly private occasions where the only outsiders are closely connected friends and relatives. In the case of activities where a licence from PPL is required, it is your obligation to obtain it at your expense and we will require written evidence that you have done so. For further information, PPL can be contacted on 020 7534 1000 or at [www.ppluk.com](http://www.ppluk.com)

### **Fire Evacuation Procedures**

As a Hirer of Azelia Hall you should be aware of the Fire Evacuation Procedures which are outlined below. This information is essential to safe guard yourself and everyone present at your function.

- At the beginning of your function there should be an announcement to make everyone aware of the fire exits, exit routes and assembly point which is the CAR PARK at the rear of the hall.
- You should be aware of where the fire extinguishers are located.
- Make sure that all exits and escape routes are clear of obstructions at all times during your function.
- In the case of a FIRE or other EMERGENCY it is your responsibility to please instruct everyone to evacuate the hall without causing panic — STAY CALM.

**KNOWLEDGE OF FIRE EVACUATION PROCEDURES COULD SAVE YOUR LIFE AND OTHERS**