



GAA501-7

TERMS & CONDITIONS OF HIRE

Acceptance of Conditions:

The hiring of facilities is permitted only on the conditions outlined in these regulations. Completion of an Application to Hire Form is deemed to be acceptance of these conditions.

Parties to the Hire Agreement

The Hirer is the person or body who has completed the Application Hire Form and/or has made the payments. GAAL is the body doing the Hiring and stands for Gujarati Arya Association London, a registered UK charity. The Hire premises is located at Kenton Hall, Woodcock Hill, Harrow HA3 0PQ

Principal Contact:

The Client is to provide the name of one individual with overall responsibility for liaising with the Management. Applications and reservations are to be made through the Hall Manager.

Compliance with Conditions:

The Hirer (the person or body who has completed the Application to Hire Form) shall be responsible for compliance with these conditions. The Hirer is not to exceed the maximum number of people which each area may take and which are stipulated by the Management.

The Right of Termination:

GAAL reserve the right to refuse or terminate any letting (even after the signing of the Application to Hire Form and the issuing of the Letter of Confirmation). A proportionate part of any payment made by the Applicant representing the payment for the unexpired period of the letting shall be refunded to the Applicant. Such a refund shall be accepted by the Applicant in full satisfaction of any loss or damage caused by the cancellation. In the case of conflicting arrangements the whole payment will be refunded. The Management shall have no further liability in this respect. In the case of outdoor facilities being unusable owing to inclement weather will not qualify for a full refund. Where this forms part of a block booking of over six weeks there will be no refund.

Cancellation by the Hirer:

Period of Notice	Refund of Monies Paid
Over 18 weeks	Full refund
12-18 weeks	75% refund
6-12 weeks	50% refund
Less than 6 weeks	No refund

Availability of the Premises:

Accommodation will usually be available for hire between 9.00am and 23.00pm. Accommodation will be available to hire on bank holidays subject to the agreement of the Management and the availability of site staff.

The hirer shall not at anytime during their period of use, access any area or facility it has not contracted to hire.

Payment:

If applicable, the Hirer shall pay a non-refundable holding deposit amounting to an amount determined by GAAL when submitting the Application to Hire form to secure a let date. The Hirer will then be invoiced for the cost of the booking, less deposit amount if applicable, which should be paid in full within 14 days of the invoice date. Invoices will be issued within 7 days upon receipt of a completed and signed Application to Hirer form. Failure by the Hirer to pay within 14 days will result in a 2% surcharge on fees for every 14 days past the 'payment due date'.

Indemnity:

The hirer will indemnify GAAL against any loss, damage, claim or expense howsoever arising, caused or occasioned during the hirer's use of the premises. It shall also be the responsibility of the hirer to effect adequate Public Liability Insurance to cover risks arising out of the use of the premises by the group/organisation and its or the hirer's invitees and visitors.

The keyholder will unlock the building at the commencement of hire and the building will remain unlocked until the end of the hire period. The hirer should ensure that someone is present within the building throughout this period.

Security Deposit & Damage:

The sum determined by GAAL (together with the amount required as mentioned above) must be paid as a security deposit at a time specified by GAAL before the let date. This is refundable providing that no damage is incurred and the premises are left in clean and tidy condition, within the specified time scale.

All equipment hired can only be used within the facility and must not be removed.

Any damage and breakage, which may occur during the hire period will be chargeable to the hirer. REFUND OF ANY DEPOSIT IS AT THE DISCRETION OF GAAL.

Cleaning:

Cleaning and tidying up must be carried out DURING THE HIRE PERIOD. Hirers must leave the premises clean and tidy and all equipment and furniture should be stored away or placed tidily as required, ALL litter items MUST be placed in refuse bags (not provided, hirer must bring own sufficient supply), a fee will be charged for the disposal for the bags. Regular users will be liable for a deposit for non-compliance of this clause and any other relevant clause. The hirer is liable for the costs of any additional cleaning should this be necessary, REFUND OF ANY DEPOSIT IS AT THE DISCRETION OF GAAL.

Additional Charges:

The Management reserve the right to invoice the Hirer if charges to the hall result from:

- Excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition
- For the repair of the premises or equipment damaged by the Hirer.
- **Resulting from the Hirer or any third party contractor hired by the hirer, failing to vacate the premises by the time stipulated in the Letter of Confirmation. The Hirer will be charged in multiples of half an hour at 1.5 times the normal hire fee.**

Storage:

Storage facilities will not be provided unless previously agreed in writing and for which a charge will be made. When Hirers are permitted to leave equipment on the premises they do so entirely at their own risk.

Property alterations & decor:

No alterations or additions shall be made to the premises without the written consent of GAAL and any such work shall be completed at the hirer's cost and to GAAL's satisfaction.

If the hirer intends to use any special type of fitting/decors/equipment which may have an effect on the premises they must notify and seek approval from GAAL.

Use of confetti (including any natural grains) and Streamer type products is STRICTLY prohibited.

Hirer's Property:

Furniture and apparatus required for the function may be brought onto the premises at the Hirer's own risk and provided that it was indicated in the Application to Hire Form. Hirer shall not bring onto the premises any article of inflammable or explosive nature or any article producing an offensive smell, or any other substance, apparatus or article of a dangerous nature without prior written permission of the Management.

IN CASES OF BLOCK BOOKINGS, the user must not leave their own belongings or equipment on the premises without the written consent of GAAL and any items left in the building with GAAL's approval, are left at the owners risk and this responsibility for insuring such belongings firmly lies with the user. Any belongings left in the premises without prior agreement from GAAL will be treated as abandoned and may be disposed of.

Accident or Injury:

GAAL accept no responsibility for any accident, injury or loss of property that may occur to or be sustained by persons using the premises during the letting. Hirers are advised to provide their own cover against such an eventuality. In the event of such an eventuality, the Hirer should notify the Management on the following working day.

Fire Precautions:

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of fire. Fire and all other exits MUST be kept clear at all times.

Own Risk:

It is the Hirers responsibility to ensure that those attending are made aware of the fact that they do so, in all respects, at their own risk.

Attendance:

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

Statutory Requirements:

All Statutory Requirements must be strictly adhered to by the Hirer including those relating to Health and Safety, Equal Opportunities and Public Entertainment and Section 82 of the environmental Protection Act 1990 (Noise Nuisance).

Public Entertainment:

Film, musical, dancing (including disco) and stage events must all be considered to be Public Entertainment unless entrance is restricted only to those who are bona fide members of organisation hiring the accommodation. If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, it is the Hirers responsibility to inform the Council's Entertainment Licensing Officer and obtain an Occasional Licence. No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. The society can be contacted at 29/33 Berners Street, London W1T 3AB - Telephone 020 7580 5544.

Copyright:

No copyright material must be delivered or performed unless the hirer has obtained the consent of the owner of the copyright.

Advertising:

No advertising or publicity material will be displayed inside or outside the building without the prior approval of GAAL.

Private Profit:

Use of the premises will be permitted for private profit but subject to any conditions, which the GAAL may wish to apply.

Conduct and Noise Nuisance:

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. This includes a quiet departure from the premises. The hirer must avoid disturbance to local residents through unacceptable levels of noise. The hirer shall be responsible for ensuring that noise levels outdoors do not cause such disturbance. The outdoor use and purpose of any amplifiers, and their positioning, must be approved by the Management in advance of the let. Amplified music will not normally be allowed. The hirer shall be responsible for ensuring that all reasonable steps are taken to minimise noise emitting from indoors by keeping windows and doors facing adjacent houses closed, subject to fire regulations. Volumes will be monitored and kept under control by site staff on duty. Hirers must follow site staff instructions when required. GAAL reserves the right to terminate a let should noise nuisance occur.

Alcohol:

Under no circumstances shall alcoholic drinks be available at any function without the written consent of the Management. Permission will be granted only in exceptional circumstances. The Hirer must make application to GAAL in writing at the time of application for the hire of the premises.

Gambling:

No betting, gaming or lotteries shall take place on the premises except that allowed by law and the hirer shall obtain any licence or certificate required, prior to booking the premises for such use or GAAL has granted specific permission.

Smoking:

Smoking is strictly not allowed in any part of the building. Failure to adhere to the above will result in an immediate termination of the let.

Right of Access:

GAAL Body and its Management reserve the right to access the premises during any letting. The hirer is informed that there is a separate Licensed Public Bar on the premises. This facility may be open for use by the members of public or third parties during the period of hire unless expressly requested by the hirer and agreed to by GAAL. Alternatively, this may exclusively be made available to the Hirer at mutually agreed terms.

Caretaker or Substitute:

The Caretaker or Substitute is instructed by the GAAL to ensure that all conditions are fully complied with. All reasonable instructions given by the Caretaker or Substitute on duty must therefore be followed. The Caretaker or Substitute is not empowered to alter the conditions of the let as per the Application to Hire form and Letter of Confirmation.

Parking:

Parking facilities are available on site for up to 100 vehicles; a request should be made with the application. Applicants are expected to reflect the need for respect for local residents and their members and promote green travel. It would be advisable, particularly with larger gatherings to have the organisers assist with parking to avoid congestion in the surrounding area, there will be a fee charged for staffing the Car Parks based on the number of attendees. All vehicles are parked at owners own risk.

Animals:

With the exception of guide dogs, no animals will be allowed on the premises.

Fireworks:

The use of fireworks, either internal or external, is strictly prohibited. Failure to adhere to the above will result in an immediate termination of the let.

Unacceptable Conduct:

The Owners and Event Managers reserve the right to; Refuse entry to any persons conducting themselves in an unseemly manner.

Close any function at which the Hirer either contravenes the above conditions, departs from the previously agreed programme or permits guests to conduct themselves in an unseemly manner.

Cancellation/Interruption of Services due to Unforeseen Circumstances : (Force Majeure)

The Management shall use their reasonable endeavours to provide facilities referred to in this Agreement, but they shall not be liable for any loss or damage or inconvenience whatsoever occasioned by any interruption in or failure to provide any such services or facilities due to causes beyond their control.