

Terms and conditions of Hiring 123 Anerley



Crystal Palace Community Trust

Notes of Guidance for Hirers when Completing a 123 Anerley Hire Application

These notes provide you with further information to help you to complete your application. The information you submit will be used to prepare your invoice. If you require further information, please do not hesitate to contact the booking office directly. Contact details can be found on the back page of this booklet.

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Completing the form

1. **Access times and finishing times.** 123 Anerley is opened and closed according to the times stated on the application form, all times include set up and clearing away times, it is the hirer's responsibility to ensure that they put out and put away all tables and chairs during their period of hire. CPCT will not permit hirers, or their guests/organisers access outside of the requested times. If, in the absence of the caretaker, you enter 123 Anerley outside your booking time, CPCT may retain the whole of your damage deposit. You must ensure that you book adequate time including preparation and clearing up time for your function. If your function finishes earlier than the time stated on the application form no refunds are available. It is the hirer's responsibility to ensure they have allowed enough time to complete all cleaning required and that all decorations and equipment are removed from the building by the time stated on the booking form.

- **Hall vacating times** – This is the time for the hirer to vacate the hall. You must allow time for cleaning, packing away and any equipment collection. The hirer must also ensure that all tables and chairs are put away during this time.
- When using the space **all rubbish** must be placed in black bags **and put in the external bins provided**. In cases where the rubbish has not been placed in bags and not removed, the entire damage deposit may be retained by Management. You must supply your own black bags and washing up utensils – Broom, mop & Bucket and toilet rolls are provided.
- Functions that overrun – in the case where functions overrun beyond the time stated on the invoice you **will lose all of your damage deposit**.
- **Cleaning** – You are responsible for cleaning the hall, kitchen & toilets including sweeping mopping and removing all rubbish. The halls must be left in the condition you took them and failure to do this will result in **loss of your damage deposit**. If you require the use of the kitchen, please ensure any fridges, ovens, microwaves and freezers are cleaned and clear of any food.
- You are requested to provide your own cleaning equipment including washing up items and refuse sacks and any other cleaning materials for this purpose. A charge may be made for the clearance of excess rubbish or the removal of oil or food products left, **creating a blockage in the sink**, after the event.

- WE DO NOT ALLOW USE OF SMOKE /FOG MACHINES, BBQs, GRILLS, FIRE PITs, PLANCHAs or JERK PANs.
- WE DO NOT ALLOW HIRERS TO SELL/SERVE ALCOHOL FOR 123 ANERLEY HIRES.
- We also do not allow inside or outside the hall: confetti, fireworks, sparklers, party poppers, streamers, rose petals, confetti, glitter, ticker tape or sequins. If you are using helium balloons these should be used with weights however It is your responsibility to keep these secured. If any of these are used, then this may impact your damage deposit.

Please Note

Hirers are **NOT** permitted:

- to bring in any items for storage before your function.
- to bring in your own tables and chairs.
- to place/lay any carpet on our premises/floor due to damage.

FAILURE TO COMPLY WILL RESULT IN A DAMAGE DEPOSIT BEING RETAINED BY THE CPCT.

2. Hire Periods and Rates

Space				Damage Deposit
£70 per hour (Minimum hire is 4 hours & only hire in whole hours)				£200

The minimum booking hire during weekends will be 4 hours.
 123 Anerley is not available for regular bookings on a weekend and is only available between the hours of **9 am and 6 pm Saturday & Sunday.**

3. Capacities

123 Anerley can accommodate up to a maximum of 50 people. Failure to comply may result in the function being cancelled immediately. (The numbers given are the maximum permitted according to fire safety regulations)

4. Method of Booking and Payment / Reservations

Please complete all sections of the Application to Hire form and return it to the address stated on the application form.
 On receipt of the completed application form full payment will be due, damage deposit payments are due 2 months days before your function.

Until your full payment has been paid your date is not secure. **If the damage deposit is not paid your function will be cancelled and all monies retained.**

5. Paying Your Invoice

Refer to the above paragraph for when payment is due by:

BACS Account Name Crystal Palace Community Trust
Account number 31345826 Sort Code 40-05-35
Please use the date of function as the reference number

Payment by Credit/Debit card

Payment can take place in the bookings Office or over the telephone between 10 am-4 pm. All data is kept secure and is not given to third parties. All information is strictly confidential and kept in a locked filing cabinet which is destroyed securely after a function. **There is no charge for using a debit card or credit card. We do not accept payments by cheque or American Express.**

6. Refundable Damage Deposits

A refundable deposit of £200 is required on all social functions as a guarantee against

- **Damage and or additional work caused by 123 Anerley being left in an unacceptable condition.**
- **The hirer not vacating 123 Anerley by the agreed time.**
- **The hirer not removing items from 123 Anerley at the end of the hire period.**
- **Failure to leave the premises clean.**
- **Failure to comply with the conditions of hire including entry & exit times.**

Deposit payments made by cash can be refunded the week after the function subject to these conditions being met. Any Payments made by BACS will be refunded within 15 working days.

You will also be required to sign the damage deposit form before and after your function. Failure to sign the form may lead to your damage deposit being retained.

CPCT takes every precaution to notify you of any damage on the day of your event. In some cases, staff may fail to notice damage, and this may only be noticed during the next working day. In these circumstances, a member of staff will contact you to provide further details.

7. Refunds and Cancellations

If you wish to cancel the hiring you may do so by writing to the bookings officer, CPCT, Anerley Town Hall, Anerley Road, London SE20 8BD or by emailing halls@cpct.org.uk and upon receipt of such notice CPCT will give a refund of 75% of the hire fee **provided at least two calendar months' notice is given** with exception to bookings made in June, July and August where three months' notice is required. **CPCT will retain the 25% which is non-refundable.** Where the booking has been made with less than 2 months' notice all monies paid will be retained with only the damage deposit being refunded.

Please be aware that any money paid is non-transferable.

8. Cancellation or Termination of Hire by CPCT

- CPCT may refuse any application for hire without giving a reason
- CPCT may terminate any agreement of hire at any time up to and including the date of hire if
- It becomes aware that it would not be in the interests of CPCT to proceed with the hiring or which might otherwise prejudice the CPCT's standing and responsibilities as a local charity.
- 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 where the use of the premises is essential for CPCT to fulfil its functions and obligations as a local charity or partner.
- If the facility or building becomes unusable following fire, flood or similar acts of God.
- In the event of such cancellation or termination of hire, CPCT'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 a cancellation.

9. Catering and Use of the Kitchen Area

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

- The kitchen is available for use during the time that you have booked 123 Anerley. Use of kitchens outside such times is not permitted. Use of the kitchen includes use of cooker & fridge. There may be other items such as a microwave and kettle which can be used if available. CPCT will try to ensure all equipment & facilities are in good working condition however there may be times that due to events out of our control where some equipment or facilities will not be available. Staff will try and inform you in advance of any defects however CPCT are not liable for any issues that may arise from this.
- Where the hirer intends to appoint professional caterers to provide food services, the hirer must ensure they have seen proof of the caterer's public liability insurance to cover the caterer, their staff, and the hirer's guests against such eventualities as damage to property, injury to persons and claims from third parties such as becoming ill following food consumption. The minimum acceptable cover must be no less than £1million. CPCT's Public Liability cover applies to 123 Anerley letting agreements but companies must provide additional cover where kitchens are being used. **In cases whereby the Hirer wishes to do his/her catering, it is advisable that the hirer takes out insurance for reasons as stated above as any damage to premises will be the hirer's responsibility in any event.**
- If you require the use of the kitchens, please be aware that you will need to leave the premises clean and tidy, including bagging up and clearing all rubbish, foodstuffs and packaging to the bins provided. You must also ensure any fridges, ovens, microwaves, and fridges are cleaned and clear of any food. You must also leave the kitchen clean including cleaning the cooker, sweeping & mopping.
- You are requested to provide your own cleaning equipment including washing up items and refuse sacks and any other cleaning materials for this purpose. A charge may be made for the clearance of excess rubbish, or the removal of oil or food products left, **creating a blockage in the sink**, after the event.

10. Hirers are responsible for putting out and packing away any furniture.

11. Child Protection

For hirers who wish to organise activities for young persons, (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 and you will be requested to provide a copy of your child protection policy and confirmation that you will adhere to the CPCT policy. Failure to return a bona fide response to a request for Child Protection information may lead to your booking being rejected.

For safety and security reasons people are not allowed to book parties for young people aged over the age of 10 at 123 Anerley. Parties booked under false pretences will immediately be stopped with no refunds and damage deposit withheld. If you are planning to use a bouncy castle you must ensure this meets our height restrictions, this will also affect the amount of people 123 Anerley can hold, and hirers must inform the office if they are planning to have a bouncy castle. Hirers are responsible for ensuring the bouncy castle arrives and leaves within their hire time.

Ensure that you and your guests always adhere to the fire policy including evacuating all your guests when hearing the fire alarm. In cases where the hirer's guests set off the fire alarm deliberately all guests will be evacuated which could result in your function being cancelled. In all cases where the fire alarm is falsely raised and or misuses fire equipment CPCT reserve the right to make charges to cover replacement/ fire brigade charges and administration costs.

12. 123 Anerley - CONDITIONS OF HIRE

Upon submission of an application, CPCT will determine the suitability of the premises requested and subject to that will process your application and produce an invoice for the relevant fee plus charges for additional facilities or services. All bookings taken are only for the specified areas indicated on the booking form unless with prior written agreement. CPCT can choose to not accept a booking without reason. Upon payment of any deposit or fees you will be deemed to have entered into a contract for hire of the premises on the terms and conditions set out below:

Your Responsibilities

During the period of hire specified on the application form, **You will NOT:**

- **Smoke** or allow smoking anywhere inside the building, as well as anywhere around the front of the building.
- **CPCT operates a zero-tolerance drug policy.** Any hirers or guests caught using drugs on the premises will be reported to the police immediately.
- Make any alteration or addition to the lighting and power arrangements at the premises.
- Allow any fires or appliances with naked flames to be used at the premises.
- Insert or apply any nails, tacks, screws, bolts, adhesive tape including picture hooks, glue or other substance to any part of the premises or equipment including floors.
- Allow any animal (except for guide dogs) to be brought onto the premises.
- **Chew gum** anywhere inside the building (gum deposits are costly and hard to remove, deposits will be retained for removal of chewing gum)
- Use the premises for any commercial purposes, as well as sub-letting to other users, unless a previous agreement has been made with the CPCT Management.
- Allow the number of persons present at the premises to exceed the number (if any) specified on the Guidance Notes for Application and associated information sheets.
- Allow any fly posting at the premises.
- Erect any signage or banners in or around the surrounding areas of the building without written permission from the CPCT Management
- Continue to use the facilities and hire the areas outside the times stated on your application form and or invoice.
- Use Party poppers. They should **NOT** at any time be used anywhere **INSIDE** the building as it could potentially leave permanent stain deposits on the floors.
- Leave any guests, DJs, catering staff or other third parties on the premises after a function. **Please note that where guests are waiting for taxis and remain inside the building this could impact your deposit.**

In all the above cases CPCT 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 will comply with such conditions and upon failure to do so, such consent will be deemed to be

withdrawn, resulting in whole or part of your damage deposit being retained by CPCT, or in cases whereby the costs to repair any damages caused exceeds the damage deposit, you will be liable for the entire amount incurred towards the damages.

You SHALL

- Nominate two persons to act as stewards during the period of hire.
- Ensure children of guests are adequately supervised at all times.
- Pay for any loss or damage to the premises, equipment, or other property, claims by third parties in respect of loss or damage to property or death or personal injury.
- Vacate the premises at the end of the period of hire stated on the application **ensuring all guests, DJs, catering staff & other third parties have left the premises.**
- Leave the kitchen and equipment in a clean and tidy condition, ensuring **all waste and rubbish is bagged and removed from the premises.**
- Remove all balloons by the end of your event. Where helium balloons are used it is advisable that they are firmly supported.

In cases where there are balloons left suspended at the ceiling, you may lose all or some of your damage deposit. All gas bottles must be removed from the premises. Failure to ensure this may result in a charge being incurred.

- **Leave enough time to clear away and remove your belongings including the time that it takes for you to safely put away tables and chairs.**
- **Ensure that you and your guests adhere to the fire policy at all times including evacuating all your guests when hearing the fire alarm. In cases where the hirer's guests set off the fire alarm deliberately all guests will be evacuated which could result in your function being cancelled. In all cases where the fire alarm is falsely raised and or misuses fire equipment CPCT reserve the right to make charges to cover replacement/ administration costs.**

Whilst CPCT Management will take every measure to ensure that maintenance and inspections to 123 Anerley will occur outside hours of 123 Anerley hire times, however, there will inevitably be occasions whereby emergency access will be required during an event in which case, you will have to grant them access to 123 Anerley immediately.

Failure to comply with any of the above will result in the whole or part of your damage deposit being retained, or in cases whereby the costs to repair the damages caused exceed the damage deposit, you will be liable for the entire amount incurred towards the damages.

13. Loss or damage

Where you or any guests cause damage to the premises or equipment or other property belonging to CPCT, you will be required to meet the **ENTIRE** costs of such loss /damage and for these purposes, CPCT may retain all or any part of the deposit paid by you in meeting such loss or damage and where that is insufficient to meet the total damages or loss suffered the hirer will reimburse CPCT any costs.

Please take measures to ensure that if someone is likely to vomit, they do so in the toilet. CPCT may retain part of the deposit to compensate for the cleaning expense that will be incurred. It is therefore in the Hirer's interest to ensure that should this occur the hirer ensures it is fully cleaned.

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

14. Behaviour

The Hirer is responsible for the supervision of the 123 Anerley, its fabric, and contents and for the behaviour of all persons using 123 Anerley, in whatever capacity. CPCT will not tolerate any abusive or rude behaviour toward its staff or any violent conduct on the premises. Any reports of abuse or violence on the premises may result in your booking being cancelled or your damage deposit being withheld.

15. Data Protection Act

Please note that we will use any personal data supplied by you on the Application for Hire to process the application and may make the details available to officers or other organisations as necessary to complete the arrangements for hire including the provision of public entertainment licences. You are entitled to a copy of such information upon payment of a fee (£10) and are entitled to request that any inaccuracies be corrected.

16. Cancellation or Termination of Hire by CPCT

(i) CPCT may refuse any application for hire without giving a reason.

- (ii) Where the hirer has given a misrepresentation in obtaining a licence the event will be cancelled and all monies retained.
- (iii) CPCT may terminate any agreement of hire at any time up to and including the date of hire if.
 - a) It becomes aware that it would not be in the interests of CPCT to proceed with the hiring or which might otherwise prejudice the CPCT's standing and responsibilities as a local charity.
 - 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 where the use of the premises is essential for CPCT to fulfil its functions and obligations as a local charity or partner.
 - c) If the facility or building becomes unusable following fire, flood, or similar acts of God.
 - d) In the event of such cancellation or termination of hire, CPCT'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 a cancellation.

17. GDPR

Please note that we will use any personal data supplied by you on the Application for Hire to process the application and may make the details available to officers or other organisations as necessary to complete the arrangements for hire including the provision of public entertainment licences. You are entitled to a copy of such information upon payment of a fee (£10) and are entitled to request that any inaccuracies be corrected.

For 123 Anerley Bookings contact: -

Crystal Palace Community Trust
 Anerley Town 123 Anerley,
 London SE20 8BD
 Tel: 020 8676 5666
 Email: halls@cpct.org.uk
 Website: www.cpct.org.uk



The nearest BR station Anerley opposite centre (from Canada Water & Highbury & Islington) Crystal Palace BR 10 minutes' walk.

Buses 432, 249, 358, 354 & 157