

HIRE AGREEMENT TERMS AND CONDITIONS

In these terms and conditions:

The Premises means Dragon Hall, 17 Stukeley Street or any part thereof. The Principal means the organisation hiring out the premises. The Hirer means the person named on the Booking Agreement and any subsequent agreement or contract for the use of the premises. The Booking Agreement is between the Principal and the Hirer. The Hirer undertakes that he/she is not entering into the event contract on behalf of any third party. The Premises Officer means the person for the time being appointed by the Principal to enforce the following terms and conditions and to be generally responsible for matters arising out of the use of the premises or otherwise. The Premises Officer is required to prevent the misuse of any article, appliance or apparatus and to prevent any event, exhibition or performance which he/she may consider objectionable or dangerous. The responsibilities of the Premises Officer shall in no way absolve the Hirer from his/her obligations under these terms and conditions.

Undertaking

The Hirer undertakes to comply with these Terms and Conditions and any statutory provisions governing the use of the premises and to indemnify and save harmless the Principal from all penalties and costs it may incur in consequence of any default in complying with such Terms and Conditions.

Rules and Regulations

1. Applications to hire - All applications for hire must be made through the Principal. The Hirer must state the event date(s) and time(s), the room(s) being booked and the purpose of the booking. The Hirer must state if (s)he requires any additional resources, services and equipment. Having been supplied with such details and after agreeing a hire fee according to current tariffs, the Principal will make a provisional booking by issuing an invoice for the duration of the booking.

A pencil-in (reservation) can be made for an event in the bookings calendar, this has to be requested in writing by email and confirmed by the Principal, once confirmed the pencil-in (reservation) will be held for 3 working days. After this time, without confirmation to proceed with the booking by the Hirer, the pencil-in (reservation) is released. A pencil-in (reservation) is not a secure booking, the Principal reserves the right to release a pencil-in at any time. The Principal reserves the right to refuse any application for use of the premises without the need to specify reasons or to impose special conditions as are considered necessary, or to cancel a letting without payment of any compensation if there is a breach of these terms and conditions.

2. Payments - In order to secure a booking, the Principal requires a non-refundable deposit (being 50% of the agreed hire fee), this amount secures the booking in the calendar. A further refundable deposit of £200 may be required in advance and such sum may be withheld in part or in full should the Hirer cause damage to the premises or breach these terms and conditions, cause unreasonable noise or vacate later than the agreed time.

The outstanding hire charge and any additional charges must be paid in full at least one week prior to the event. If full payment is not received by 2 days prior to the event the Principal may cancel the booking and any deposits will be forfeited and the Hirer will be refused access to the space. Any variation in the facilities taken up by the Hirer will be subject to a further charge payable on receipt of invoice. Changes cannot be made on the day because the Premises Officer is not authorised to accept any hire charges. Payment may be made online by card payment or direct bank transfer.

3. Numbers attending - Numbers attending the event must not exceed that set by the licensing or fire or other authority for the area. The Hirer must give written details of the number attending on the booking form. Any increase will be at the Principal's discretion. Should numbers decrease, the Principal has the right to move the event to a smaller room.

Supervision: the hirer is responsible for ensuring that responsible adults attend the event in a supervisory capacity. Dragon Hall insists on the following ratios:

- Adult only events: 1:30,
- Events involving under 18s: 1:8,
- These adults should identify themselves to Dragon Hall staff on arrival.

4. Cancellation by the Hirer

Cancellation must always be in writing.

Cancellation less than 5 working days in advance – the full fee as set out in the invoice will be payable;

Cancellation one week to one month in advance – 50% of the full fee.

Cancellation over one month in advance will incur an administration fee of 10%

5. Cancellation by the Principal

The Principal may cancel the booking:

- a. if the Hirer becomes insolvent, or enters into liquidation, is bankrupt or in receivership;
- b. if the booking may prejudice the Principal's reputation;
- c. if the Hirer is in breach of any of these terms and conditions and in any of these events no money will be refunded to the Hirer.

The Principal may be forced to cancel the booking if the premises are closed owing to circumstances outside its control, in which situation monies already paid will be refunded, but no additional liability shall be incurred by the Principal.

“Prejudice the Principal’s Reputation” means inter alia an event that is likely to lead to disorder or to racial or religious disharmony.

“Breach of conditions” includes inter alia a situation where the Principal discovers that the booking has been made in a false name, or for a third party, or for a purpose different from that disclosed on the booking form.

6. Underletting is prohibited

7. Advertising

No poster, invitation or announcement advertising the event shall be produced until it has been approved in writing by the Principal.

No announcement shall be made until the booking has been confirmed in writing following receipt of the deposit. The Hirer shall not place any fly posters or display or affix any form of advertising or marketing literature in the street or on any structure in the vicinity unless with the prior written agreement of the Principal.

The Hirer must arrange the arrival of all furniture, apparatus and equipment relating to the event brought or sent to the premises with the Principal. All such goods must be cleared from the premises by the time specified in the Booking Agreement. If removed late, an additional hourly charge may be payable, which will take account of the cost of the time additionally incurred by the Principal. Disposable items not removed by the Hirer may be removed by the Principal, for which an additional charge will be made.

8. Alcohol & Catering

The Hirer will comply with all licensing and other regulations relating to the event. If a licence is required, the Principal must be supplied with a copy at least five working days before the event takes place. The Hirer may undertake his/her catering or use a caterer. The Hirer is responsible for ensuring that the external caterer abides by its agreement with the Principal. External caterers must have adequate public liability insurance. The Principal has the right to veto the use of a particular caterer but must show good cause.

9. Damage and Loss

The Hirer will be responsible for all loss of, or damage to, property at the premises or brought onto the premises or any injury or loss to persons or things caused by or in consequence of any act or omission on the part of the hirer and those invited onto the premises by him/her. The Hirer must preserve order during the event. If any damage is done to the premises and/or the Principal’s fittings, goods and effects during the preparation for or during the event the Hirer will be responsible for making good the damage. The Hirer must have adequate public liability insurance.

10. Door Supervision

Duly authorised staff of the Principal shall be allowed into the hired space whilst the event is taking place.

11. Decorations

The use of nails, drawing pins, screws, tacks, adhesive tape, adhesive pads, glue and blu-tack on walls, floors and ceilings is strictly forbidden and the Premises Officer will intervene to prevent their use. External and internal decorations may be used otherwise, with the agreement of the Premises Officer. The use of joss-sticks or scented candles is forbidden. The use of helium balloons is also forbidden.

12. Hazards

If, in the opinion of the Premises Officer, any item brought onto the premises by the Hirer, his/her agents, caterers, or guests constitutes a danger/risk, he/she may require it to be removed. The Principal will not accept responsibility or liability in respect of injury caused by any item brought onto the premises by the Hirer, his/her agents, staff or guests.

13. Fire

Nothing flammable shall be brought onto the premises without the prior consent in writing of the Principal. Details must be supplied of any flammable items at the earliest opportunity and agreement must be reached at least five days before the event takes place. Should the Principal's insurers levy a charge for the additional flammable item(s), that charge will be passed on to the Hirer.

14. Music

The performance of live or recorded music must cease 30 minutes before the end of the event, i.e the time specified on the booking agreement. The Premises Officer may require the Hirer to turn down the music if it seems to him to be so loud as to be a nuisance to neighbours. The Premises Officer is instructed to call the police if the nuisance persists.

15. Photography and video/CD/blu-ray recording

There is no restriction on photography etc. for family celebrations or private hires provided that decency is maintained.

16. Lighting

No alterations may be made to the existing lighting without the specific permission of the Principal. Alterations may only be made by a qualified electrician. Alterations must be agreed at least five working days before the event, but the Hirer is encouraged to give at least ten days' notice.

17. Sound

The Hirer will notify the Principal at the time of booking as to what equipment for the reproduction or amplification of sound is to be used. The Hirer must comply with the

requirement of the Premises Officer whose judgment is final with regard to the volume of sound produced. The Premises Officer will confiscate the sound equipment if the volume is excessive and his/her requests to turn it down are ignored. He/she may also call the police.

18. Technical Assistance

Where the Hirer is intending to supply his/her own technical equipment, the Principal reserves the right to insist that his/her technician is hired and the Hirer will pay all subsequent charges in relation to this.

19. Emergencies

In the event of fire or other emergency, the Hirer and his/her guests must comply with instructions given by the Premises Officer, as well as the police, ambulance and fire services.

20. Unexpected closure

In the event of a sudden breakdown or emergency leading to the premises being closed on the day of the event through no fault of the Principal, the Principal shall return the deposit to the Hirer but shall otherwise not be liable for any losses, claims or damages suffered by the Hirer.

21. Public Liability Insurance is compulsory and cancellation insurance and accidental damage cover are recommended. The Principal must see evidence of insurance at least five days before the event and evidence that it is current and the premiums have been paid.

22. Smoking

Smoking is prohibited on the premises.

23. Housekeeping rules

Entry is only permitted to the area hired and to the toilets and to the main access routes.

Emergency escape routes must only be used in an emergency.

Times booked must include any time for set up and take down. The hiring time should allow for the time the visitors walk in the front door to the time they leave. If they leave later, an additional fee will be charged. This may include additional staff time. The Premises must be vacated by the time stated on the event contract and left in good order. All rubbish must be cleared. All goods belonging to the Hirer and his/her caterer must be removed.

24. Children Act

If the event is for children or if children are attending, the Hirer should note the regulations for their safety. The Principal will discuss this with the Hirer, and the booking will not be accepted unless the Principal is satisfied that the children attending will be safeguarded.

25. Compliance and Undertaking

If the Hirer refuses or neglects to comply with any of these terms and conditions or with any instructions given by the Principal, he/she and his/her guests, employees or caterers may be excluded until the hirer does comply, but without relieving the Hirer of his/her obligations under this agreement.

The event contract is between the Principal and the Hirer.

The Hirer undertakes that he/she is not entering into this contract on behalf of a third party and that the information on the booking form is true.

26. Regular Hirer

A regular Hirer is a Hirer who has received, in writing, confirmation from the Principal that they will Hire Dragon Hall on a regular basis.

- The intervals of regularity, Time, Day, Price and Description of the event must be made in writing (email).
- If a booking is required that covers more than one month then a 50% non-refundable deposit for the total bookings in the first month is due. The remaining 50% of the monthly fee is due one week before the first date reserved. Following months must be paid in advance, payment due at least one week prior to the first booking in the subsequent month.
- Any requested change to the schedule must be in writing and received **at least one week prior** to the event which the change relates to.
- A regular hire agreement will last a maximum of 3 months, at which time the agreement will be revisited and amended if desired by either the Principal and the Hirer.

An invoice will be issued monthly, unless other payment scheduling is agreed with the Principal. Full payment is required in advance of a month's sessions. Full payment must be received at least one week before the first session of the month. If payment is overdue by 14 days the Principal reserves the right to cancel all bookings requested by the hirer and ban the hirer from future bookings. Alternatively, if payment is regularly overdue the Principal reserves the right to amend payment terms requiring a deposit from the hirer and/or full payment within three days of receiving the invoice.

Covid-19

In March 2020 Covent Garden Dragon Hall Trust was required to close due to the Coronavirus Pandemic. To re-open, the centre was required to follow government guidelines for community spaces (Find them on [.gov.uk](https://www.gov.uk)). These guidelines include:

- Social Distance.
- Face Coverings.
- Hand Sanitising Stations.
- Regular Cleaning.
- Track and Trace.

The Principal takes responsibility for securing the building and following regulations as stated by the government. The Principal will make hand sanitising stations available at multiple points

throughout the building and cleaning equipment available to the hirer to wipe down surfaces before and after use.

The Hirer must follow any instructions given by any employee of the Principal relating to Covid-19, failure by any member of the hirers' group may result in the group being asked to leave the premises.

The principal will request contact information from the hirer and all attendees in line with Track and Trace regulations.

Face Coverings must be worn while in the building over the nose and mouth. The Principal reserves the right to evict any group who fails to adhere.

A Covid-19 risk assessment must be submitted by the Hirer to the Principal before a hire is finalised. A copy of Covent Garden Dragon Hall Trust's risk assessment for commercial hire can be found at <https://www.dragonhall.org.uk/dragon-hall/>

Cancellations due to the Premises closing because of Government Covid-19 restrictions will be refunded in full. The usual cancellation policy applies to all other circumstances.