



**AGREEMENT FOR
STANDARD TERMS AND CONDITIONS
FOR THE HIRE OF COUNCIL PREMISES RELATING TO
HAMMERSMITH TOWN HALL AND FULHAM TOWN HALL**

THIS AGREEMENT

BETWEEN

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall, King Street, London W6 9JU (the "Council")

And

- 2.

WHEREAS

- (A) The Hirer wishes to hire the Hall from the Council; and
- (B) The Council agrees to hire the Hall to the Hirer in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement unless the context shall otherwise require the following words and expressions shall have the following meanings:
 - 1.1.1. "Agreement" means this agreement and schedules annexed to it.
 - 1.1.2. "Bank Holiday Supplement" means any bank holiday supplement as set out in the Booking Form.

- 1.1.3. “Breakdown Time” means the breakdown time as set out in the Booking Form.
- 1.1.4. “Booking Form” shall mean the booking form set out in Schedule 1.
- 1.1.5. “Condition” means conditions 1 – 34.3 of this Agreement.
- 1.1.6. “Damage Deposit” means the damage deposit as described at Condition 21 (and set out in the Booking Form).
- 1.1.7. “Facilities and Amenities” means the facilities and amenities as set out in the Booking Form.
- 1.1.8. “Fee” means the sum payable by the Hirer for the hire of the Hall, Preparation Time, Breakdown Time, Facilities and Amenities and Bank Holiday Supplement (as applicable) as set out in the Booking Form.
- 1.1.9. “Hall” means the hall at Hammersmith and Fulham Town of Hammersmith Town Hall King Street Hammersmith W6 9JU or Fulham Town Hall of Fulham Broadway Fulham SW6 1ET and where applicable shall include the Permitted Areas and Facilities and Amenities.
- 1.1.10. “Intellectual Property Rights” shall include the rights of ownership in respect of all manner of intellectual property rights, including without limitation patents, trade marks and service marks, copyright and design rights and know how.
- 1.1.11. “Permitted Area of Use” means the permitted area of use within the Hall (as set out in the Booking Form).
- 1.1.12. “Period of Hiring” means the period of hiring (as set out in the Booking Form).
- 1.1.13. “Preparation Time” means any preparation time (as set out in the Booking Form).
- 1.1.14. “Purpose of the Hiring” means the purpose of hiring (as set out in the Booking Form)
- 1.2. Words importing one gender shall be construed as importing any other gender.

- 1.3. Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4. References to persons shall include bodies corporate.
- 1.5. Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
- 1.6. The headings do not form part of this Agreement and shall not be taken into account in their construction or interpretation.
- 1.7. References to any statutory provisions are to be construed as references to the statutory provision as for the time being or modified or to any statutory provision for the time being replacing or amending the same (which shall include any orders or regulations under such provisions).

2. CORPORATE HIRER

- 2.1. If the Hirer is a corporate body the Hirer must not later than 5 days before the commencement of the Period of the Hiring notify the Council in writing of the name, address and telephone number of an individual who will be jointly and severally liable with the corporate body to the Council for the obligations of the Hirer under this Agreement.

3. FACILITIES

- 3.1. Hire of the Hall includes use of the Hall and Permitted Areas.
- 3.2. The Council and the Hirer may agree that the Council shall make available at the Hall certain facilities and amenities (as set out in the Booking Form) prior to and or for the Period of Hiring.

4. USE OF THE HALL

- 4.1. No part of the Hall is to be used for any purpose other than the Purpose of the Hiring.
- 4.2. No part of the Hall is to be used for any purpose which is unlawful.
- 4.3. No animal is allowed to enter the Hall without the consent of the Council.
- 4.4. The Hirer must inform the Council if the event is open to the general public and/or if tickets are being sold for the Purpose of the Hiring.

5. FEES

- 5.1. The Hirer agrees to pay the Council the Fee, as consideration for the hire of the Hall for the Period of the Hiring.
- 5.2. For the avoidance of doubt the Hirer shall ensure that the Council is in receipt of the Fee no later than 42 days before the Period of the Hiring. Cheques must be made payable to the London Borough of Hammersmith and Fulham.
- 5.3. In addition to the Fee the Hirer hereby agrees to pay to the Council any additional costs incurred by the Council arising from or in connection with;
 - 5.3.1. additional time in excess of the agreed Period of Hire. For the avoidance of doubt where the Council is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Council may first deduct any sum due to the Council from the Damage Deposit and thereafter any outstanding sums due for the same may be recovered by the Council as a debt from the Hirer by reason of additional time in excess of the agreed Period of Hire.

6. ELECTRICAL EQUIPMENT

- 6.1. No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved or interfered with.
- 6.2. No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior written consent of the Council.
- 6.3. Stage lighting equipment at the Hall must not be operated by any persons other than by a qualified electrician and with prior written consent of the Council.
- 6.4. No lighting parcans are to be added or removed from the stage lighting rigs by any persons other than a qualified electrician and with the prior written consent of the Council.

7. SUPERVISION

- 7.1. During the Period of the Hiring the Hirer shall be responsible for:
 - 7.1.1. the efficient supervision of the Hall including though not limited to:
 - (a) the effective control of children; and
 - (b) the orderly and safe admission and departure of persons to and from the Hall; and

(c) the orderly and safe vacation of the Hall in the event of an emergency; and

- 7.1.2. the safety of the Hall; and
 - 7.1.3. the preservation of good order and decency in the Hall; and
 - 7.1.4. ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit; and
 - 7.1.5. ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Hall.
- 7.2. The Hirer is to provide such number of competent stewards and attendants, who are over the age of 18 years, as may in the opinion of the Council be necessary being a minimum of:
- 7.2.1. 1 steward/attendant for every 100 persons (or part of 100 persons) present; or
 - 7.2.2. 4 stewards/attendants for every 100 persons (or part of 100 persons) if most of the persons present are under 16 years of age.
- 7.3. The Hirer shall observe and comply with matters relating to security and health and safety as set out in Schedule 3.

8. DECORATIONS AND ADVERTISING

- 8.1. No bolts, nails, tacks, screws, bits, pins or other like objects or adhesive substances are to be placed into any part of the interior or exterior of the Hall.
The bar area must not be decorated . Nothing is to be attached to the walls to the interior or exterior of the bar.
- 8.2. No placards or other articles are to be fixed or otherwise attached to any part of the Hall's interior or exterior.
- 8.3. No candles, naked flame, or other highly inflammable material is to be used at the Hall without the prior written consent of the Council.
- 8.4. No posters, boards, signs, flags or other emblems or advertisements are to be displayed on the interior or exterior of any part of the Hall without the previous written consent of the Council.
 - 8.4.1. The Council may in its absolute discretion permit the Hirer to display one (1) poster relating to the Purpose of the Hiring on the notice boards outside the Hall for a period of 7 days before the Period of the Hiring; or

- 8.4.2. The Council may in its absolute discretion permit the Hirer to display up to two (2) posters relating to the Purpose of the Hiring on the notice boards outside the Hall for a period of 14 days before the Period of the Hiring

PROVIDED that the posters displayed in accordance with this Condition 8 must be of a reasonable size and must not contain any material which in the opinion of the Council is or might be obscene, offensive or otherwise inappropriate.

- 8.5. The Council reserves the right to remove any posters, boards, signs flags or other emblems or advertisements permitted pursuant to Condition 8.4 without notice and without any liability to the Hirer.
- 8.6. Notwithstanding the aforementioned provisions of this Condition 8 the Hirer shall also comply with Schedule 2.

9. MAXIMUM NUMBER TO BE ADMITTED

- 9.1. The maximum number of persons to be admitted to the Hall pursuant to the Purpose of the Hiring shall not to exceed 900 persons in the Assembly Hall of Hammersmith and Fulham and 450 in the Grand Hall of Fulham Town Hall. There must be no re-admittance after midnight.
- 9.2. During the Period of the Hiring the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Council requesting such information.

10. STATUTORY REQUIREMENTS

- 10.1. The Hirer must not do or permit to be done or fail to be done any act matter or thing which:
- 10.1.1. may constitute a breach of any statutory obligation arising out of or in connection with this Agreement; or
- 10.1.2. would or might vitiate in whole or in part any insurance effected in respect of the Hall.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Purpose of the Hiring or other use of the Hall by the Hirer shall not infringe any Intellectual Property Rights.
- 11.2. If the Purpose of the Hiring or other use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to

pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.

11.3. If the Council so requests the Hirer must supply for approval to the Council not less than 7 days before the Period of the Hiring of:

11.3.1. a copy of the programme of any entertainment to be provided during the Period of the Hiring; and

11.3.2. such other documentation or evidence as the Council may reasonably require.

12. BROADCASTING AND FILMING

12.1. The Hirer shall not grant broadcasting or filming rights without the prior written consent of the Council.

12.1.1. For the avoidance of doubt, cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

13. FILM EXHIBITION

13.1. The Hirer shall not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes without the prior written consent of the Council.

14. GAMBLING

14.1. No sweepstake, raffle, tombola or form of gambling is permitted to take place at the Hall save where:

14.1.1. the Hirer has obtained the prior written consent of the Council; and

14.1.2. it is lawful under the Lotteries and Amusements Act 1976 (as amended from time to time); and

14.1.3. it is conducted strictly in accordance with the relevant statutory provisions.

15. CATERING

15.1. Subject to the Hirer making payment in advance to the Council of all Fees relating to this Agreement:

15.1.1. The Hirer may either arrange to do his/her own catering or arrange for a third party to provide a catering service on his/her behalf.

- 15.1.2. Where the Hirer engages a third party to provide a catering service pursuant to Condition 15.1.1 then the Hirer shall use its best endeavours to ensure that the said third party enters into a legal disclaimer with the Council upon similar terms as this Agreement.
- 15.1.3. Neither the Hirer nor any third party is permitted to bring any additional ovens or other gas/electrical catering equipment into the Hall.
- 15.1.4. The kitchen must be booked in advance by the Hirer if any food preparation is to take place at the Hall.
- 15.1.5. Save for in the kitchen, food must not be heated, prepared or served in the bar areas or other part of the Hall or Permitted Area.
- 15.2. The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment which is required for the Period of Hire.
- 15.3. The Hirer and or third party caterers using the kitchen facility must meet with the Council's catering manager to view the kitchen for health and safety purposes and to satisfy themselves that they are happy with the facilities.

16. HEALTH AND SAFETY

- 16.1. The Hirer hereby agrees to comply with the relevant provisions of the Health and Safety at Work Act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Hall and in respect of any other third party attending the Purpose of the Hiring.

17. SALE OF LIQUOR

- 17.1. The Council may provide a bar if requested in writing by the Hirer within 20 working days (Monday – Friday inclusive) of the period of Hiring.
- 17.2. The provision of the bar will attract a fee which will be payable by the hirer
- 17.3. For the avoidance of doubt, pursuant to this agreement the supply of alcohol (by sale) is strictly not permitted by the Hirer or by any third party

18. SMOKING

- 18.1. The Hall shall be considered to be smoke free premises within the meaning of the Health Act 2006 (as may be amended, repealed or re-enacted from time to time) (the “Act”). Smoking is therefore strictly prohibited at the Hall in accordance with the Act.
- 18.2. Failure by the Hirer or his guests to comply with the Act may result in enforcement by the Council’s Environmental Health Officers or criminal prosecution.

19. EXPIRATION OF PERIOD OF HIRING

- 19.1. The Hirer shall be responsible for and use his best endeavours to ensure that:
 - 19.1.1. the Hall, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hire.
 - 19.1.2. other receptacles used in connection with the Purpose of Hiring including though not limited to all refuse, glasses, cans, bottles must be removed or cleared away (as the case may be) by the end of the Period of Hiring or as otherwise agreed in advance and in writing by the Council which may be no later than 10am on the day following the Period of Hiring.

20. DAMAGE TO COUNCIL PROPERTY

- 20.1. The Hirer is to take good care of and not cause or cause to be done any damage to the Hall or to any fittings equipment or other property in or at the Hall and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer and anyone at the Hall for the Purpose of the Hiring which shall include though is not limited to third parties providing services to or on behalf of the Hirer and persons attending the Purpose of the Hiring.
- 20.2. If a Damage Deposit is paid, any damage to Council property, incurred by the Council will be first deducted from the said Damage Deposit and any outstanding sums due may be recovered by the Council as a debt from the Hirer.

21. INJURY TO PERSONS AND LOSS OF PROPERTY

- 21.1. The Council shall not be liable for the death of or personal injury to any person attending the Hall for the Purpose of the Hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability except where such death or personal injury or loss is due to the negligence of the Council, its employees or agents.
- 21.2. The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Hall either by the Hirer or by any other third party.

22. EXCLUSION OF LIABILITY

- 22.1. The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Hall to be temporarily closed or the Purpose of the Hiring to be interrupted or cancelled.
- 22.2. The Council gives no warranty that the Hall is satisfactory for any specific purpose.

23. RIGHT OF ENTRY

- 23.1. The Council reserves the right for duly authorized members, officers and employees of the Council to enter the Hall at any time for any authorized purpose.

24. CANCELLATION BY HIRER

- 24.1. If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give the Council three (3) months' prior written notice to that effect.
- 24.2. If such notice is given by the Hirer and if the Council is able to effect a similar alternative hiring then the Council shall refund to the Hirer the Fee less a 10% administration charge. For the avoidance of doubt in all other instances the Council shall be entitled to retain the whole of the Fee.

25. CANCELLATION BY COUNCIL

- 25.1. The Council may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as set out in Condition 22.1 hereof.

- 25.2. If the hiring is cancelled for any such reason as is set out in Condition 22.1 the Council shall give to the Hirer reasonable notice and refund the Fee but will not otherwise be liable to the Hirer whatsoever.

26. BREACH BY THE HIRER

- 26.1. If the Hirer fails to observe and perform any of these Conditions the Council may:
- 26.1.1. seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and
 - 26.1.2. cancel the hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any Fee or any other costs or damages.

27. COMPLAINTS

- 27.1. Any complaint arising out of the hiring must be made in writing to the Council within 7 days after the expiration of the Period of the Hiring.

28. COUNCIL TO ACT BY ITS OFFICERS

- 28.1. The Council may act through any authorized officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirement of any such authorized officer and anything which the Hirer is required to produce to the Council is to be produced to such authorized officer.

29. NOTICES

- 29.1. All notices, demands or requests by one party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the parties specified in this Agreement.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 30.1. Nothing in this Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.

31. SET OFF

- 31.1. Any claims under this Agreement or any other agreement between the parties shall go in liquidation of each other and the balance only will be considered as a debt between the parties.

32. INDEMNITY

- 32.1. The Hirer shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, in connection with the breach of this Agreement by the Hirer, its employees or agents.
- 32.2. The Hirer shall not, however, be liable for death or personal injury arising from any act of negligence by the Council its employees or contractors (save for the Hirer) performing duties within the scope of their employment with the Council.
- 32.3. The parties hereby acknowledge that persons engaged by the Hirer pursuant to the Purpose of the Hiring shall be (or shall be deemed to be) employees, subcontractors, agents or independent contractors of the Hirer and the Hirer shall indemnify and keep indemnified the Council against all claims arising from their engagement/employment.
- 32.4. The Council accepts no liability whatsoever for any loss or damage caused to any property belonging to the Hirer, in the possession of the Hirer or belonging to or in the possession of any third party except insofar as the Hirer and any third party submit full details of such property at least 7 days in advance of the Period of Hire and places the said property at a location in the Hall as approved by the Council.

33. ASSIGNMENT

- 33.1. The Hirer shall not assign the Agreement or any part of it without the prior written consent of the Council.

34. INSURANCE

- 34.1. Without in any way limiting the extent of its liabilities under this Agreement, the Hirer shall maintain in force for the duration of this Agreement public liability insurance cover with a minimum limit of £1,000,000 (one million pounds sterling) in respect of any one incident.
- 34.2. The Hirer shall supply to the Council on demand after each renewal date copies of any relevant policies and renewal receipts.

34.3. Should the Hirer be in default in insuring or in continuing to insure as required by this Agreement, then the Council may itself provide such insurances and seek recovery of the same:

34.3.1. by way of deduction from amounts payable by the Council to the Hirer under the terms of the Agreement; and/or

34.3.2. by recovering the same as a debt due to the Council from the Hirer.

IMPORTANT ADDITIONAL INFORMATION FOR THE DAY OF YOUR EVENT

PLEASE PASS ON THIS INFORMATION TO YOUR CATERERS AND

DECORATORS

- Ensure that you have read the terms and conditions of hire
- **SMOKING IS NOT ALLOWED ANYWHERE ON COUNCIL PREMISES**
- **Drinks Cannot be taken off the premises. A table will be provided for drinks near the exit.**
- **Drinks left will be at the hirers own risk and are not the responsibility of the council**
- **Under no circumstances may anything be attached to the walls of the Hall (including but not limited to cellotape or blu tac).This includes the bar area and the foyer**
- **If any part of the Hall is damaged the costs will be passed to the hirer**
- The hirer must provide 1 steward per 100 guests attending your event these stewards are responsible for the effective control of the event and will be briefed on fire evacuation procedures a copy of the procedure is printed on the back of this page
- Candles are strictly prohibited without prior consent of the civic halls manager
- Any gaffer tape used for electrical appliances must not be attached to walls and must be removed safely at the end of an event
- The curtains must not be removed from the rails or interfered with in any way
- Helium balloons are allowed but not the foil variety
- The hirer is responsible for bagging all rubbish at the end of an event unless otherwise arranged with civic hall hire
- If you would like deliveries made prior to the date of the event the hirer must check with civic hall hire for permission
- If a kitchen has been booked the hirer must have signed a “disclaimer” from the councils catering department before the event
- The halls are situated in residential areas, please respect the neighbours and ask your guests to leave the halls quietly

HEALTH AND SAFETY

YOUR SAFETY IS OUR FIRST CONCERN

FIRE EVACUATION PLAN HAMMERSMITH TOWN HALL

The security staffing levels will be determined by the amount of people attending the letting.

In addition to security staff the hirer of the hall must arrange for stewards to be on duty the whole of the event , the hirer must supply the names of the stewards to hall lettings prior to the event .

They must have no other duties other than security.

The ratio for this is one steward per hundred people all stewards must wear the councils official fluorescent armbands.

30 MINUTES BEFORE THE EVENT STARTS THE HIRER & STEWARDS SHALL ASSEMBLE IN THE MAIN FOYER FOR THE SECURITY BRIEFING .

The Security Supervisor will be responsible for briefing all stewards, the supervisor shall

1, Walk the stewards around the letting area indicating where the fire exits are located.

2, Show the stewards where the fire call points are located.

3, Inform and if necessary show the stewards the assembly point which is:

FURNIVAL GARDENS.

4, Inform the stewards of the code “**Mr Sands**” used for evacuation which indicates that all stewards must assist in the evacuation of all attendees.

Security Supervisor shall explain that the fire alarm sounders may not be heard in the hall this depends on the ambient noise level in the hall. If the stewards hear the sounders they are to remain in the hall and wait for instructions by the security supervisor. If they are told to evacuate, it must be done as quickly as possible with a minimum of panic. In the event of people with disabilities (wheelchair bound etc) the stewards should ensure that at least two persons remain with them that they are at the farthest point away from the fire and behind a thirty minute fire door, the steward(s) shall inform our security of their location.

There are EVAC chairs on the ground, first and third floors, which can be used if the stewards are competent and trained in their use.

When the security briefing is complete all stewards must sign the book acknowledging that they have been briefed on fire procedures.

FOR THE ATTENTION OF THE HIRER
YOUR SAFETY IS OUR FIRST CONCERN

FIRE EVACUATION PLAN FULHAM TOWN HALL

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The Security Supervisor will be responsible for briefing all stewards, the supervisor shall

- 1, Walk the stewards around the letting area indicating where the fire exits are located
- 2, Show the stewards where the fire call points are located .
- 3, Inform and if necessary show the stewards the assembly point which is :
CEDARNE ROAD.
- 4, Inform the stewards of the code word “**Mr Sands**” that is used for evacuation which indicates that all stewards must assist in evacuating all attendees.

Security Supervisor shall explain that the fire alarm sounders may be heard in the hall. This depends on the ambient noise level in the hall. If the stewards hear the sounders they are to remain in the hall and wait for instructions by the security supervisor. If they are told to evacuate by use of the code word, it must be done as quickly as possible with a minimum of panic.

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When the security briefing is complete all stewards must sign the book acknowledging that they have been briefed on fire procedures.

