

EcoLocal Key Room Hire Agreement Terms

This would be a short-term agreement to hire room facilities at part of EcoLocal's premises at The Lodge, Honeywood Walk, Carshalton, Surrey SM5 3NX.

A maximum of 12 dates can be booked under the agreement. The booking of any further dates in addition to the agreement will be granted at the sole discretion of EcoLocal and would be subject to further agreement.

If an organisation is hiring the room/part facilities, the person signing the agreement will need to sign to confirm that they have obtained the necessary authority to act on behalf of the Organisation named in signing the agreement.

Maximum numbers of people for each room / hall hire are as follows:

- Small Room – maximum of 4 people
- Cicely Conference Room – maximum of 25 people
- Garden Hall room – maximum of 50 people

Fees will be charged per hour (no VAT to be added) and it will be agreed that ANY part hour used will incur a full hourly fee being charged to the Hirer.

All room bookings include access to the following shared facilities: toilets and parking in rear car park only (to the extent that space in the REAR car park is available at any given time). No parking is permitted elsewhere on site.

Agreed use: EcoLocal must agree the intended use of facilities in writing and as a part of the hire agreement. Acceptable uses might include: meetings, office use, education, training, wellbeing activity, quiet social gathering. Please note that we do not at present accommodate Children's parties

Deposit: A deposit is required to be paid to the EcoLocal charity at the time of booking.

- Small Room: deposit of £25
- Cicely Conference Room: deposit of £75
- Garden Hall: deposit of £100
- This deposit is separate to any hire fee and is returnable 14 days after the last hire time and date covered by this agreement as long as all Conditions of Hire (see below) have been adhered to by the Hirer. Confirmation that all Conditions of Hire have been adhered will be at the sole discretion of the EcoLocal charity.

Payment of fees:

- In addition to the payment of the deposit at the time of booking, all hire fees must be paid in FULL at the time of booking.
- the EcoLocal charity cannot confirm your hire until both the deposit and hire fees are received in FULL.

Cancellation:

- If the Hirer cancels this booking more than 30 days prior to the date of hire, the EcoLocal charity reserves the right to keep 30% of the hire fee paid. In the event that this agreement is for more than one date, the 30 day rule will apply to each date individually.
- If the Hirer cancels this booking 30 or less days before the date of hire, the EcoLocal charity reserves the right to keep 60% of the hire fee paid
- In the event that the Hirer cancels any of the hire dates covered by this agreement, the EcoLocal charity will return the deposit in full 14 days ONLY after the last hire date covered by this agreement as long as the Hirer has complied with the Conditions of Hire below in FULL and confirmation that they have done so will be at the sole discretion of the EcoLocal charity.
- It is agreed that the EcoLocal charity reserves the right to keep all or part of the deposit if the EcoLocal charity considers at its sole discretion that the Conditions of Hire have not been complied with for any reason.
- It is also agreed that the EcoLocal charity may recover from the Hirer any reasonable additional costs incurred for damage to or loss of equipment, fixtures, finishes, premises or part premises or any neighbouring premises or business interruption which results from the Hirers failure to comply with the Conditions of Hire
- If at its own discretion the EcoLocal charity cancels any hire dates covered by this agreement for its own reason at any time the EcoLocal charity will repay to the Hirer ONLY the hire fee related to the dates / times cancelled and not any other fees paid for additional hire dates covered by this agreement. In such circumstances the repayment of the deposit will be as outlined above.
- If the EcoLocal charity has to cancel any part of this agreement due to a force majeure event (*e.g. unexpected circumstances outside the charities reasonable control that, having arisen, prevent it from performing its obligations under his agreement*), the return of any fees & deposit will be at the sole discretion of the EcoLocal charity.

Conditions of Hire:

The Hirer agrees to stay on the premises during the agreed hire time(s) and to ensure that they, and any of their guests or third parties whom they have engaged as a part of their hire:

- Use the premises ONLY for the agreed use as agreed
- Do NOT exceed the persons capacity for the room hired
- Will end their hire at the time agreed as stated above – any additional hours or part hours will be charged at the full hourly rate at the discretion of the EcoLocal Charity and will be deducted from the deposit held
- Do NOT bring any flammable or explosive substances onto the premises or part premises AT ANY TIME
- Do NOT bring ILLEGAL substances or drugs onto the premises or part premises at any time
- Ensure that where alcohol is consumed that this is only as a part of a private function and that it is NOT served to the public. EcoLocal does NOT have an alcohol license.

The Hirer must not allow excess consumption of alcohol and is fully responsible for any problems or damage caused to individuals or property caused by any excess consumption of alcohol

- That they must not apply for a Temporary Event Notice for any reason in conjunction with their hire without written consent from the EcoLocal charity. No activities should be taking place that require such a notice.
- Ensure that NO SMOKING/VAPING or under-age drinking is conducted within the premises or part premises or near neighboring premises at any time, as a result of the hire
- Cause NO DAMAGE to the hired room and / or any part or fixture of the premises either used or used for access to the hired room or to neighbouring property. For the avoidance of doubt the Hirer is responsible for any damage, breakage or loss and they will incur a charge for repairs, replacement or loss
- Immediately REPORT by email to the EcoLocal charity (info@EcoLocal.org.uk) any problems with damage to equipment or facilities or part premises or neighbouring property to explain the problem
- Do not sub-let or transfer any part of the room or premises to a third party
- Act immediately for any reason in the event of an EMERGENCY e.g. to turn off faulty equipment, react to fire or to call emergency services. The Hirer will need to ensure that they have their own charged mobile phone with them for use in the event of an EMERGENCY
- Ensure that they are fully familiarised with the FIRE PROCEDURES displayed on the wall in the Hire Room. Note that adjacent/part premises are also occupied by residents who must be alerted immediately as per the Fire procedures
- Comply with all standard Health and Safety requirements. A H&S poster is exhibited in the Garden Hall and Main Office Entrance lobby.
- Do NOT cause any NOISE or NUISANCE to other users of part facilities or residents or neighbours. Note that there are residents living in The Lodge building with bedrooms at ground level and adjacent to room / hall exits.
- Amplified music or Public Address systems are NOT PERMITTED. Quiet background music may be permitted by prior written agreement with the EcoLocal charity. The EcoLocal charity reserves the right to REQUIRE music to be switched off at ANY TIME
- Ensure that their attendees only PARK in the REAR Car Park and NOT anywhere else on site and not for a duration that exceeds the individual hire time(s) covered by this agreement
- The EcoLocal charity will NOT take responsibility for any loss or damage to personal property or equipment while on the premises or part premises. (EcoLocal will however contact the Hirer if personal items are left behind)
- Ensure that drawing pins, staples, blue tack, sticky tape or self-adhesive decorations or notices are NOT used on any surface
- Ensure that nothing is affixed or removed without the written permission of the EcoLocal charity
- Ensure that the room hired and / or any part premises used is left CLEAN and fully TIDY and that any plates or other equipment and materials used such as tables and

chairs are cleaned and neatly packed away and that any instructions e.g. for use of the dishwasher in the Garden Hall are followed

- REMOVE ALL recycling and waste created by their hire at the END OF EACH usage time/date. Such materials to be taken away from site and not left at or anywhere around the hire premises site UNLESS specific arrangement are made with the EcoLocal charity to do so – for the avoidance of doubt, such arrangements will have been agreed in WRITING beforehand
- Ensure that all equipment and heating is TURNED OFF at the end of each hire occasion, unless otherwise agreed in writing
- That the hired premises is FULLY LOCKED and ALARMS set as a part of leaving and that THE HIRER HAS DOUBLE CHECKED THIS – THE HIRER IS RESPONSIBLE FOR ANY LOSSES INCURRED AS A RESULT OF NOT HAVING SWITCHED OFF AND LOCKED UP CORRECTLY
- KEYS are returned to the EcoLocal charity at the agreed time and agreed place

It is a further Condition of Hire that the Hirer takes full responsibility for:

Taking all reasonable steps to ensure that children and vulnerable adults attending their hire:

- are protected from harm or injury at all times in all parts of the premises
- and that if the Hire is for provision of an activity for children or vulnerable adults, the Hirer hereby confirms that they are in possession of a full and valid current DBS check clearing them to work with such groups and that they have an up to date safeguarding policy in place
- Provision of their own first aiders as the Hirer deems necessary and their own first aid kits
- Adherence to any other requests made by EcoLocal by email as a part of the bookings process for this agreement

Additional conditions for the Garden Hall: Your booking does NOT include use of the Walled Garden other than as a means for entrance and exit to and from the Hall from the rear car park (where this access has been agreed in writing with EcoLocal), and access to the toilets.

Liability:

- The EcoLocal charity does not represent or warrant that the Room or any other part/s of any or all of the Premises, or any facilities or equipment, or access to or exit from any of them, are safe, adequate, or suitable for the Purpose of Hire.
- The Hirer acknowledges that except in so far as any personal injury to or death of any person in or about the Room or any other part/s of any or all of the Premises is caused by the negligence of the Charity or any person for whom it is responsible, and subject to Sub-Clause B below, the Hirer is solely:
 - responsible to ensure that all of the Room or any other part/s of any or all of the Premises and other facilities in or at and access to and exit from them are safe, suitable, and adequate for the Purpose of Hire; and

- responsible and liable for any lack of safety or unsuitability or inadequacy of the Room or any other part/s of any or all of the Premises or other facilities in or at or access to or exit from any of them;
- Subject to Sub-Clause B below, the Hirer hereby agrees to be liable for and indemnify and keep indemnified the EcoLocal charity from and against all actions, claims, demands, costs, expenses, liabilities, loss, delay, damages or other financial detriment, brought, made or awarded against or incurred by the EcoLocal charity (directly or indirectly) arising from:
 - any damage caused to the Room or any other part/s of any or all of the Premises by the Hirer;
 - any loss of or damage caused by the Hirer to any property of the Charity in any part/s of the Premises;
 - any loss of or damage to any items brought into or left or stored in any part/s of the Premises by the Hirer;
 - any breach or non-performance of this Agreement or any negligent or other act or omission or default or breach of statutory duty by the Hirer
 - any personal injury to or death of any person who is in or about any part/s of the Premises for the Purpose of Hire, except where caused by the negligence of the Charity or any person for whom it is responsible;
- **Sub-Clause B:** Nothing in either this Liability section or any other provisions(s) of this Agreement shall exclude or in any way limit either party's liability for death or personal injury caused by its own negligence or its liability for fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

Insurance: The premises is fully covered for any claims due to negligence on the part of the EcoLocal charity. However, the Hirer should take out their own insurance to cover any other claims which may arise in relation to their use of the Hired Room, part facilities and access on and off the premises.

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