



Enfield Council Housing – **New Option Centre Agreement**

AGREEMENT DATED:

Period(s) of use:

Start Last day

*Minimum hire - i.e. evening / weekend is 2 hours.

EVENT TIME/AGREED HOURS					
Date(s)	Day(s)	From	To	Total hours	Total Fee
	Monday	am	pm		
	Tuesday	am	pm		
	Wednesday	am	pm		
	Thursday	am	pm		
	Friday	am	pm		
	Saturday	am	pm		
	Sunday	am	pm		
Payment Due					

Number of people attending

Event / Activity (e.g. Training)

If this is a birthday party for a young person aged 13 – 16 please confirm if a responsible adult(s) will be present at the event YES NO N/A

BETWEEN PARTIES

- (1) "The Owner": Enfield Council
- (2) "The User" Name.....
- (3) "The User" address:
- (4) "The User" contact number:
- (5) "The User" email address:

PLEASE NOTE – WE DO NOT SUPPLY REFRESHMENTS AT THIS VENUE.



Definitions

1. In this agreement:

1.1 "Capacity" means **seating capacity in each hall**. Number persons being the maximum number of persons permitted at the Community Hall/Office;

1.2 Hall means Community – **New Option Centre**

1.2 (a) Office means Office and or Storage area if available

1.3 "Event": the event being the purpose of the hiring is Community Association

1.4 "Fee" is the basic hire charge

1.5 "Terms and condition" being agreed

1.6. Owner's Special Conditions outlined Hire, a copy of which has been provided to the User and is annexed to this Agreement [Appendix A] to be adhered to

- Agreement Pages 1-4
- Terms and conditions Pages 5-6
- Appendix A- Pages 7 to 16
- Council Housing Policy on Community Hall hire Pages 18-19
- Fire Precaution and Evacuation Procedures – [Appendix B] Pages 20-21

2. Community Hall Hire / Office

2.1. In consideration of the Fee, the Owner agrees to permit the User to use the Community Hall/Office for the specified Event during the Hire Period and the User agrees to hire the Community Hall /Office on the terms of and subject to the General Conditions and the Special Conditions of this Agreement.

3. Obligations of the User

3.1. The User agrees with the Owner to comply and perform with Terms and Conditions and those as outlined in Appendix A.

3.2. Some hires by individuals may be covered by the council's insurance cover. There are restrictions for example if your planning to use third parties, such as Soft Play, Bouncy Castles or DJ. In these instances The User must provide, prior to the event, a valid certificate for Public Liability Insurance from the Company which covers the period of hire, save for those as agreed by Council Housing that comply to terms as set by the Authorities insurers.

3.3. The User is not permitted, unless by express agreement, to use or store items of any nature within the community space excepting for use of WC facilities and Kitchen area in connection with their specific hire.

3 4. All Users must ensure they comply with Statutory and Regulatory requirements and guidance such as Health and Safety at work Act whether deemed Voluntary, Charitable or Commercial users.



3.5. The User agrees to follow the instructions with regard to the end of hire.

4. Payment

4.1. Upon signing this Agreement, the User shall pay the fee due in full to the Owner on confirmation of Hire at least **14 clear days PRIOR to the date of event**. If full payment is not received, the hire will be invalid. You have 28 days to pay the invoice, providing it is paid 14 days prior to your event. Please allow 5 working days for your payment to reach the account due to the banking system.

4.1(a) Payment methods

Payment can be made online through the Authority's website or through BACS payment - cash payments are NOT accepted (in line with Enfield Council's Policy). Payment may be made via Paypoint – The User must ensure payments made through Paypoint have a minimum of 4 days to register Fee on the account. Fee MUST be deposited and identifiable on the Owners account in compliance of point 4.1.

4.1(b) Cancellation of hire

If the event is cancelled at least 14 clear days before the date of the event a full refund shall be made where payment has been made.

4.1(c) -Termination of hire

The Council reserve the right of immediate termination of this agreement should one or more of the following occur:

- Any breach of term(s) of Hire – no refund of payment
- Use of venue in the event of National or Local Emergency, where the Authority requires use thereof – full refund of advanced payment covering period of terminated hire period.

***Please note – the Authority may alter its paying structure at any point to reflect The Council's Internal Business payment structure. The Authority will provide a minimum of 14 days' advance notice in such circumstances.**

5. Booking instructions

Instructions in respect of the provision of keys/access codes, etc. and the return of such at the end of hire, shall be given by the Owner upon confirmation of the booking and receipt of full payment.

6. Required documents for hall hire to be validated:

- Full detail of User
 - Registered address of organisation – as may be applicable
 - Valid Charitable registration number
 - Note - To be valid – all Charity Commission detail must be current with no overdue account records due – Charitable rate will not apply where documents have not been submitted to the Charities Commission.



• Original certificate of Public Liability Insurance – where applicable
Not for Profit organisations, Charitable organisations and Private enterprises will require Public Liability Insurance.

Not for Profit organisations are eligible for discount rate only on submission of valid 'Governance' documentation -outlining aims, and list of members

7. Conflicts

Where the provisions of the Special Conditions conflict with the provisions of the General Conditions the provisions of the Special Conditions shall prevail.

8. Community Hall / office Hire cost:

8.1. Agreed Hire Rate £.....per hour

Select -

- **£00.00 per hour** – Tenant and Resident Associations for two hours per month
- **£29.67 per hour** - Not for profit rate / Charitable organisations.
- **£35.72 per hour** – Council Housing Resident
- **£39.17 per hours** – Enfield Resident
- **£47.26 per hour** – Commercial rate – i.e. Private functions and events

Total amount: £.....

8.2 Deposit

If you are hiring the hall for a one-off event, we will also need you to pay a refundable deposit depending on the time and duration of the booking which will be refunded to you after your event (providing the hall is left in a clean, tidy state AND YOU VACATE THE HALL ON TIME). **If the Owner is not satisfied with the condition of the hall at closing your deposit will not be refunded.**

8.2. Loyalty Bonus

Following consultation with Residents we are proposing the following pricing structure for HRA Community Halls.

Hourly rates:

Tenant and Resident Associations – 2 hours free per month

Charitable/not-for profit - £28.59 per hour

Private Hire - £45.53 per hour

Discounted rate - Council Housing residents' rate - £34.42 per hour

Discounted rate - Enfield resident rate - £37.74 per hour

Reduction in the minimum length of hall hire to 2 hours only.

Public Liability Insurance provided by the HRA in limited circumstances



Offer loyalty discount for Block bookings:
Discount of 3% when booking 6 hires or next hire free
Discount of 6% when booking 12 hires or next 2 hires free
Discount of 8% when booking 25 hires or next 3 hires free

8.4 What's included with hire

As part of the hall hire we provide tables and chairs and kitchen facilities (cooker, fridge, kettle and microwave). Anything else would need to be provided by you.

CLEANING

- You will need to remove all rubbish from the premises after your event. Most of our halls have commercial bins situated outside, but if there are none **please take your rubbish away with you. DO NOT leave black bags dumped outside the hall.** If you are unsure please confirm this with the Hall Manager at the time of the event.
- If the hall is left in an unacceptable condition, i.e. Not in the same condition that it was hired out to you, the Authority has the right to charge the hirer the **full costs** of any additional cleaning/maintenance that will be incurred **AND your deposit will NOT be refunded.**
-

This charge covers the following:

- Internal floors defected with heavy stains or black marks that will require deep cleaning treatment to remove.
- Food waste/debris disposed in the sinks which leads to a blockage.
- Excess litter left within the internal and external premises, i.e. General rubbish, decorations, banners, paper cups/plates/cutlery, food waste, broken bottles etc

An **additional hourly charge of £30** will also incur if furniture is not cleared away. This charge only applies if furniture was already stored in rooms when the hall was hired and was not cleared away after the event.

In signing this agreement you are, on behalf of yourself or as an authorised person to do so on behalf of your Organisation entering into a legal agreement to comply with all Terms and Conditions associated with the hire of the venue as referred to for the duration of the agreed dates on and time periods only You agree Terms and conditions are acceptable and you acknowledge in the event of providing false or misleading information to obtain discounted rate this would result in immediate termination of the agreement – no refund would be applicable under such circumstances.

In signing this agreement, I confirm I have read the Fire Evacuation Plan in - Appendix 2



PRINT: Your name (the User)

SIGNED (on behalf of the User):

(This agreement is only valid if signed by the named user in person).

DATE

PRINT NAME (on behalf of the Owner): (This agreement is only valid if signed by an Authorised person of Enfield Council Housing

SIGNED (on behalf of the Owner): (This agreement is only valid if signed by an Authorised person of Enfield Council Housing)

DATE

The data you provide on this form is used for the purposes of managing your hall hire. It is retained for 6 years after your hire. The data is not shared with any other organisations except where required by law. For full details of how we handle your data see our privacy notice online at <https://new.enfield.gov.uk/privacy-notice> or ask us for an accessible copy.

Terms and conditions

- The User is 18 + (this information may require validation)
- The User has written the Authority to book a Community Hall on behalf of an Organisation, at time of booking. Where the User is applying on behalf of the Organisation (this information may require validation). The person booking will be responsible for ensuring payments, Public liability insurance, terms and conditions are complied with. The User remains responsible for ensuring valid information is provided and any change(s) / adaptations, change of Charitable Status or changes of any nature affecting Public Liability insurance or intended use is immediately brought to the attention of Enfield Council Housing.
- The User is responsible for ensuring all equipment and facilities are cleaned prior to securing the premises following use of hall and facilities the in or the surrounding grounds.
- The User is responsible for ensuring they are present before, during and after the event.
- The User agrees not to exceed the number of persons at the venue and will conform with Fire Safety Regulation as prescribed by the Authority's Fire Safety Representative, or other authorised person acting on the Authority's behalf.



- The User agrees not to part with possession, sub-let the venue or part thereof i.e. charging stall holders for space, nor transfer booking to a third party, nor book on behalf of 'another' other than as above.

The User is responsible for ensuring their own Public Liability Insurance is acquired, where directed, to cover all activities relative to the hire and specifically ensure said insurance clearly stipulates particular activities to be undertaken or used during the booking period i.e. bouncy castles, BBQ's, fireworks, paper lanterns, helium or other such gas canisters, mechanical fairground style rides whether diesel, petrol or electrically operated, any unit /device/ stall requiring gas cylinders to operate whether being used for promotional purposes / advertising or during event. Users retain responsibility. If in doubt, contact the centre4all team on centre4all@enfield.gov.uk.

- The User is responsible for full disclosure, change or cancellation of insurance as it pertains to the term of hire.
- The User agrees not to leave items / equipment associated with their use of the venue for their event without obtaining prior permission, in writing, from the Community Halls Hire team. Items stored or left for later collection may incur additional administration and handling charges.
- Payment will be made in full on receipt of confirmation that the application to book has been confirmed.
- Long-term Users agree to pay for the of booking period in pre-agreed, equal monthly payments, to be paid in advance.
- User acknowledges that the Authority reserves the right to cancel at short notice or due to failure of the User to comply with any terms of the Agreement i.e. invalid insurance / Charitable status.
- Council Housing acknowledge that delay in opening venue, where applicable, by the Council (or appointed Security Officer) will result in a refund equivalent to one hour refund (hourly charge) in the instance there is a delay in excess of 15 minutes.
- In the instance there is likely to be a breach of terms by the User the representative of the Council (or its appointed Security Officer) can terminate the agreement immediately and cancel the hire. In the instance this occurs No refund will be provided to the User.
- The User, where applicable MUST return all keys associated with the premises on demand. Failure to do so or cause delay, may result in rechargeable lock change; any such charges will be invoiced separately.



Appendix A - Special terms outlined

Short term: - Required documents for hall hire to be processed –

- Full address and contact detail of User
- Utility bill for address
- Proof of identity – *Photo ID i.e. drivers licence
- Registered on the electoral register at above address
- Copy certificate of Public Liability Insurance which must be in the User's current address or the name of their organisation, e.g. T/A
- The User is 18+ - *Proof of ID required.

If the Hire is cancelled by the User with a minimum of 14 days before the date of the event a full refund will be made.

Instructions in respect of the provision of keys/access codes, etc. and the return of such at the end of the hire, shall be given by Enfield Council Housing upon confirmation of full payment. This will form part of the booking process and confirmation will be by e-mail correspondence to the e-mail address provided by the User.

The User agrees to reimburse the Authority:

- Costs for loss of keys resulting in the need to change locks and purchase of additional keys, re-programming of electronic systems or Master sets as may be appropriate.
- Vandalism / accidental damage (including damage to furnishings, and / or fixtures and fittings, including removal of any items from the venue)
- Additional cleaning / waste removal or remedial work associated with cleansing such as facilities, Appliances, grounds and / or Carpark, as applicable to the given venue.
- Loss of revenue to the Authority due to inability to re-let due to any of the above.

Block bookings: -

Required documents for hall hire to be validated –

- Full address and contact detail of Organisation
- Registered address of Organisation
- Copy certificate of Public Liability Insurance [*not employer's liability insurance*] * this may not be a requirement for identified long term Users where their activities are low risk e.g. book club
- Content insurance [where items are stored /kept by agreement]
- Charity Registration number [where applicable]
- Not for profit - Constitution / Governance



The User agrees to reimburse the Authority:

- Costs for loss of keys resulting in the need to change locks and purchase of additional keys, re-programming of electronic systems or Master sets as may be appropriate.
- Vandalism / accidental damage (including damage to furnishings, and / or fixtures and fittings, including removal of any items from the venue)
- Additional cleaning / waste removal or remedial work associated with cleansing such as facilities, Appliances, grounds and / or Carpark, as applicable to the given venue.

Loss of revenue to the Authority due to inability to re-let due to any of the above.

Regular Hire:

Advanced booking Users acknowledge the Authority may terminate advanced bookings in the instance the agreed hire periods are extended by the User without confirmation that an extension of time is permissible.

Hiring period shall be between the times specified in the Confirmation of Booking document [E-mail]. The User should include time needed for preparation and clearing of the premises

During any regular hire period the venue may be suspended, subject to eight weeks' notice to the User, in order to allow other organisations, that might otherwise be prohibited from using a Hall for a community event, or to enable the Authority to undertake refurbishment or other works requiring vacant possession.

Enfield Council Housing may require full or part use of the venue at exceptionally short notice, i.e. Polling station, Civil emergency or other emergency In such circumstances Enfield Council Housing will refund a sum equal to the hire charge for each hour of displacement.

Users are required to give a minimum of 14 days' advanced notice [in writing] either of occasional cancellation, or termination of the Hiring Agreement i.e. reduction of agreed hire period. Retrospective notification is not acceptable.

Refund of pre-payment or adjustment to payments regime must be applied for in writing by the named person hiring the venue.

Refund will be payable to the User on the proviso the terms of cancellation have been followed and will be subject to an Administration fee calculated at 15% of the Hire charge.

The User is responsible for ensuring the Venue is not left unattended and/or unsecured at any time during, or at the end of the hire period.

Users will not be allowed access to the Venue before the hire start unless by prior arrangement. Adequate time should be allowed at the end of events to ensure that the venue is vacated at



or before the end of the hire period, so as not to interfere with the needs of other Users and in the case of evening events, to ensure that disturbance to neighbouring properties is minimised.

The User agrees to be responsible for removing all waste from site, including food and other debris, at the end of the hire period. Where Commercial waste bins are provided, they may be used. No refuse of any description may be left next to nor on top of Commercial bins [as applicable to venue].

Long Term Hire –

The User, in the instance Enfield Council Housing terminate the Hire Agreement due to breach of Agreement by the User, acknowledges pre-paid charges will be returned subject to disbursements and administrative charges to be calculated 15% of the total Hire period charged.

Supervision

The User shall, during the period of hire, be responsible for:

- Supervision of the Venue, the fabric and the contents; their care, safety from damage however slight or change of any sort;
- Behaviour of all persons using the Venue
- Completing and providing Auditable information to the Authority on forms, as provided, pre-use inspection to comply with Fire Regulations e.g. Ad-Hoc hire require inspection prior to use and long term User are required to provide evidence that Daily and Weekly inspection are completed in accordance with Regulation.

As directed by Enfield Council Housing, the User shall make good or pay for all damage [including accidental damage] to the Venue or to fixtures, fittings or contents and for loss of contents.

Car Park

The User is responsible for ensuring that they manage parking at the Venue, within any allocated car park and that vehicle(s) are parked so as to avoid obstruction of other vehicles using the car park and, ensure emergency vehicle area or otherwise marked restricted areas are free from vehicle(s) and obstruction at all times – this is a Fire Safety check list requirement of the User

Alcohol must not be consumed in the car park.



The User is responsible for ensuring the car park is used only during Hall hire periods and are not be used outside of contracted Hiring period. Misuse of parking facilities would be a breach of the agreement and may result in termination of the hire.

The User is not permitted to use the grounds of the hall for Stalls, Gazeboes, Mobile Shops of any nature i.e. food stalls, Alcohol serving trailers even for promotional purposes without written consent by the Owner; such consent may be provided on the proviso that terms of the agreement are not breached, a sketch plan of the proposed layout is provided and all aspects are duly identified within the Users Public Liability Insurance.

Third Party insurance for Supervised activities such as Bouncy Castles, is acceptable on the proviso the User undertakes 'Due Diligence' and checks insurance is valid for the period of operation; this to be in the form of confirmation checks with Third Party insurance.

Use of the Community Hall /Office

The User shall not allow the Venue to be used for any immoral or unlawful purpose, nor do anything to render insurance policies invalid or bring the Authority into disrepute. Electronic equipment of any nature MUST be covered by warranty or have a current Portable Appliance Test Certificate i.e. additional heaters, chargers, photocopiers, kettles etc.

Offices are to be used for the purpose as expressed within the hire agreement. Venues must NOT be used for the purpose of personal mail deliveries, Registered Office of any group / organisation or individual. Any and all equipment / stores / stationary are the responsibility of the User to insure against loss, theft or damage resulting from any cause.

Multiple users may be using the building during overlapping hire periods. This will require the co-operation of parties to be extra vigilant relating to personal effects, areas of permitted use during hire, Safeguarding, Statutory and Regulatory obligations inherent on their particular use.

Licenses

The User shall be responsible for obtaining such licences as may be lawfully required to facilitate their Event / agreed use

Television Licenses

Televitions are NOT provided at venues by the Owner nor are they allowed within the building for:

- watching or recording programmes as they're being shown on TV, on any channel
- watching or streaming programmes live on an online TV service (such as ITV Hub, All 4, YouTube, Netflix, Amazon Prime Video, Now TV, Sky Go, etc.)
- downloading or watching any BBC programmes on iPlayer.

By virtue of the above, TV licenses are not acquired



Public Safety Compliance

The User agrees to comply with all conditions and regulations as appropriate to the event (use of hire) in respect of the Venue by the Fire Authority, Local Authority, Licensing Authority or regulatory body, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or, which is attended by children e.g. fully trained staff to comply with said obligations / regulations.

The User agrees to ensure that the venue is not occupied by more than the stated capacity at any time [as noted on the Councils Web page] and ensure Fire Exits are not obstructed / wedged open.

ALL USERS - Fire Precautions and Emergency Procedures

Each venue has general evacuation guidance. The User is responsible for ensuring they are aware of the procedure and relay this to their guest and users prior to the event starting. A copy of the evacuation procedure guidance is placed within the hall.

Health and Hygiene

The User shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Community Hall is provided with:

Fridge
Cooker
Kettle
Microwave

All toilets / wash basins and MUST be cleaned prior to vacating the premises:

Gas and Electrical Appliance Safety

The User shall ensure that all gas appliances and /or electrical equipment belonging to the Venue and any electrical equipment brought in by the User are used safely in accordance with the Instructions. If electrical equipment is brought into the hall, there must be an appropriate certificate to evidence that the equipment has a valid Portable Equipment Test [PAT] certificate to confirm it is safe to use. Equipment with valid warranty does not require PAT certification providing it complies with British Standards and is marked accordingly.

Accidents and Dangerous Occurrences

The User must report all accidents involving injury to the public, to the Enfield Council Housing's Community Hall Management team as soon as possible and complete relevant section(s) in the Community Hall's accident book. Any damage to the Venue or failure of equipment belonging to the Venue, or brought in by the User, must be reported to Enfield Council Housing as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. Enfield Council Housing will give assistance in this matter.



This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) and is mandatory.

Alcohol, drunk and disorderly Behaviour

Under no circumstance is alcohol permitted to be sold on the premises (premises includes grounds). Alcohol shall not be provided to any person suspected of being drunk or suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a disorderly way shall be asked to leave the Venue and grounds by an Authorised officer (appointed Security Contractor), of the Authority.

Animals

The User shall ensure that no animals except guide dogs or other support dogs [e.g. "Hearing" dogs] are brought into the Venue without prior written consent.

No animals are to enter the kitchen at any time [excluding guide dogs and Hearing dogs] where permission has been previously granted, in writing.

Prior permission by the User must be obtained where special events may include animal orientated exhibitions. It is a requirement that such animal orientated events are clearly covered on the User's Public Liability insurance, i.e. Donkey Rides, Falconry, ferrets etc.

The Children Act 1989 and Ofsted Compliance

The User shall ensure that any activities[s] for children under eight years of age, that are not private functions, comply with the provisions of The Children Act of 1989 and that only "fit and proper" persons who have passed the appropriate Disclosure Barring Search (DBS) checks have access to the children [checks may also apply where children over eight and vulnerable adults are taking part in activities].

The User shall provide Enfield Council Housing with a copy of their Child Protection Policy on request. Failure to provide information prior to the event may result in cancellation of booking application and subject to cancellation fee as per 'Definitions'.

Copy documentation of Ofsted certification is to be provided upon request to ensure compliance and too Venue specific Risk Assessment.

Access by Authorised officers / representatives of the Authority

While every effort will be made to ensure hire use is uninterrupted the User must allow Authorised officers and, or contractors to enter premises to undertake repairs and maintenance during hiring period on the proviso that:



- A valid work sheet is active for a trades person to effect repairs (electronic version is permissible)
- The venue is to be inspected to comply with Health and Safety regulations
- To ensure the venue is being used in the manner for which it has been let and it is not being misused
- Identification is provided

Fly-Posting / Advertising

The User shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place during Hire of the Venue.

Authorisation for signage of any nature, pertinent to the event, other than social event, may be sought from the Community Halls team during the hire process in order that this may be considered. If authorisation is provided the User will be responsible for ensuring such signage is secured in a manner that does not damage the fabric of the building and that any 'A' board is anchored effectively while ensuring any relevant planning regulations have been fully satisfied and is covered by the Users Public Liability Insurance.

Noise

The User shall ensure that their use of the Venue avoids inconvenience to neighbouring residential dwellings that may adversely impact their "quiet enjoyment" of their properties. [Note: for events where recorded, live music and / or, amplifiers are used, windows and doors of the building should remain closed for the duration of the hire period to prevent noise emanating from the building]. Failure to do so will be a breach of terms and conditions.

Stored Equipment

Enfield Council Housing accepts no responsibility for any stored equipment or other property brought onto or left at the Venue, whether authorised or unauthorised; all liability for loss or damage caused by third parties, damage caused due to building defects i.e. burst pipes, fire, or alleged theft is hereby excluded. It is incumbent on the User to insure their personal or organisational property.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day (to the nearest hour of the concurrent hour(s) i.e. Empty by 13:05 – charged to 14:00 at the hire fee per hiring, until the same is removed.

The User acknowledges and agrees that they will not prevent Authorised access to Boiler / intake or other cupboards within the venue by changing any locks or by fitting of bespoke locks in doing so will be a breach of terms and conditions and may result in termination of the Hire. Further, all costs incurred in remedying the installation of locks changed by hirer directly or their commissioned contractor or person enabled to do so by them, will be re-charged at cost plus administrative charge set at £35.00 plus VAT.



The User acknowledges and agrees not to include any item / object nor Hazardous material or Combustible nature with items where permission to store has been granted.

The User agrees, Enfield Council Housing, at its discretion, in respect of any equipment or property brought into the Venue and not removed by the User within 7 days after the hire, may dispose of any such items as it thinks fit, and re-charge the User any costs incurred in storing and, or selling or otherwise disposing of the same as abandoned waste. This applies to stored items or equipment where the Authority revokes permission to store.

No Alterations

No alterations or additions may be made to the venue nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Venue.

No Rights

The Hire Agreement constitutes permission use the Venue for the specified period of hire and confers no tenancy or other right of occupation on the User save for the period of hire.

Enfield Council Housing reserves the right to terminate this agreement in the event of breaches of terms and conditions or in the instance the User brings the Authority into disrepute i.e.

- misuse or un-authorized use of facilities,
- protracted use of venue past agreed hire period,
- failure to comply with legal obligations relating to user
- failure to provide supporting documentation as may be requested throughout the term of the Agreement within a 7-day period of request;
- failure on the User's part to pay hire charge due for the period (Direct Debit payment method only).
- failure to undertake cleaning following use
- Public Liability Insurance lapse
- Receipt of complaints relating to use i.e. Excessive noise – Parking obstructions

Insurance and Indemnity

(a) The User shall be liable for:

(i) The cost of repair of any damage whether accidental and / or malicious to any part of the venue included within the curtilage thereof or contents of the Venue (i.e. flooding due to taps left turned on, damage to furnishings, fixtures and fittings).



(ii) All claims, losses, damages and costs made against Enfield Council Housing, its employees, volunteers, agents or invitees in respect of the damage or loss of property or injury to persons arising as a result of the use of the Venue (including the storage of equipment), and

(iii) All claims, losses, damages and costs made against or incurred by Enfield Council Housing, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Venue by the User, including that of TV licence fines that may arise, and subject to sub-clause (b) as outline below - the User shall indemnify and keep indemnified Enfield Council Housing, its employees, volunteers, agents and invitees against such liabilities.

(b) The User shall take out insurance, as directed, to ensure the liabilities described in sub-clauses (a) (I) above and may, at its discretion and in the case of non-commercial Users, insure the liabilities described in sub-clauses (a) (II) and (III) above. Enfield Council Housing shall claim on its insurance for any liability of the User hereunder but the User shall indemnify and keep indemnified Enfield Council Housing and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

c) Where Enfield Council Housing does not insure the liabilities described in sub-clause (a) (ii) and (iii) above, the User shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Enfield Council Housing. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall to be rehired to another User.

The User agrees not to provide additional, tables and chairs, that would result in Fire Safety and / or Health and Safety Regulations to be breached (pertaining to maximum number of patrons assessed as being acceptable in the particular venue by the Authorities recognised Fire Safety Officer.

Not permissible

Gas cylinders/canisters, fires (including any naked flames e.g. candles), Helium Cylinders, fireworks (internal and external), paper lanterns are not permitted without prior permission of Enfield Council Housing's community hall letting officers responsible for administering Hire. Where permission is agreed this must be expressly contained within the Users Public Liability Insurance.

In the grounds of the Venue, the use of bouncy castles, or like type inflatables nor trampolines, archery or other like type entertainment, are not permitted without prior permission of Enfield Council Housing Community Halls Team. Where permission is agreed the agreed uses of equipment / entertainment MUST be expressly contained within the Public Liability Insurance of the User. Third Party insurance for Supervised activities such as Bouncy Castles, is



acceptable on the proviso User takes responsibility for Due Diligence and check Insurance is valid for the period of hire.

Cancellation

If the User cancels the booking 14 clear days MUST be provided prior to the date of the event. Where cancellation is less than 14 days and Enfield Council Housing is unable to make a replacement booking, repayment of the fee shall be at the discretion of the Enfield Council Housing.

Enfield Council Housing reserves the right to cancel a hire by providing written notice to the User via e-mail to the address, provided by the User, or telephone in the event of:

1. Emergency: facility orientated issue including health and safety or Fire Safety breach
2. Hall being required for use as a Polling Stations
3. Enfield Council Housing considers (i) Such hiring will lead to a breach of Hire Terms, licensing conditions if applicable or other legal or statutory requirements, or,
(ii) Unlawful or unsuitable activities are likely to take place at the Community Hall or Office as a result of the hiring
- 4 The venue is unsafe for the use intended by the User;
- 5 An emergency requiring use of the Community Hall as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar Civil disasters.

In any such case the User shall be entitled to a refund, save for 3 (i) & (ii), of payment calculated on an hourly rate pertinent to the pricing structure used as the basis of the original hire charge only. Enfield Council Housing shall not be liable to the User for any loss resulting directly or indirectly. The User is to insure themselves for such aspects.

In the instance it is clear to the representative appointed by the Council to open a venue that there is likely to be a breach of terms then said officer has the right to refuse access and can terminate the agreement immediately effecting Cancellation clause 3 (i) e.g. Mobile Alcohol unit (whether for promotional purposes or not), any aspect that has not been expressly agreed in writing, prior to the agreement being signed by the User and Council Housing.

End of session check-list

- Search for smouldering fires and clear waste-from venue
- Check that heaters, cookers are turned off
- Remove tea-towels, etc. from radiators
- Check that all electrical appliances are unplugged [except for the fridge].
- Remove all 'temporary 'celebratory' items
- Turn out all lights not required for security purposes
- Close all internal doors and roller shutters
- Secure all outside doors and windows

[March 2026]



- Ensure Hall is completely vacated
- Set Alarm, where appropriate, and secure property.



Community Halls Lettings Policy

This policy provides guidance on how the Council's Community Halls will be on an ad hoc, short, medium and long term basis. The Appendix summarises the Terms and Conditions of Hire to support this policy.

1. Purpose

Our approach for the letting of Community Halls is to provide community focussed facilities, that are affordable and accessible to the local community, support community and resident involvement and engagement. The approach will be consistent across all of our community hall of 10 sites.

In addition, this policy will support the opportunity to secure medium and longer term lets generating an income stream to enable community halls and facilities to be cost neutral to manage and maintain.

2. Definitions of Hire

Community/Resident Associations: Registered Tenant and Residents Associations may use a community hall within their area for two hours per month for TRA related meetings free of charge. A discounted rate to TRAs can be offered for activities such as fun days, this would be equal to the Charitable rate.

Ad Hoc/Single Bookings: This type of booking would be for a one-off event, e.g. a party, residents meeting. This booking would not generate a long-term agreement and the payment would be for the period requested only.

Medium Term Lets: This type of booking would be for a minimum of a week up to 6 weeks, such as a youth club or where there are community events. The charges for this usage will be determined on whether the organisation is of Charitable or Commercial status.

Long Term Lets: This would be for periods of in excess of 6 weeks but no longer than 6 months, and the organisation would not have exclusive use of the hall. This could include use of all or part of the hall(s) for a fixed number of days per week. The hall(s) would be available to let to other groups during this agreement period.

Exclusive Use: LBE will not allow groups to have exclusive use of a community hall unless there is a clear business need to the organisation, and it is demonstrated the demand for the hall is low. The application and agreement will only be authorised by a Head of Service and



the agreement to form part of a monthly review. This type of agreement, if permitted would be for a maximum of 6 months only.

The Policy

3.1 Application to use a Community Hall: LBE can receive applications for the use of halls through email. Telephone enquiries are referred to the Council's WEB site to enable a review of halls by the enquirer. Where there are more than two applications for the same hall at the same time, it would be on a first come first served basis. For this reason applicants will be encouraged to use the WEB enquiry form or directly e-mail centre4@enfield.gov.uk e-mail box. This enables the team to process applications on a first come first served basis where there are more than one application for the same venue on the same date and time. Provisional bookings are taken pending validation of all documentation including public liability insurance, where applicable. This enables the team to be transparent in its service delivery and strive toward supporting Enfield Connected ways of working.

3.2 Charges: To support and maximise the usage of our Community Halls and to encourage the local community to use the facilities, LBE has four rates of charges for the halls, and one category of use that are free of charge:

- **Free of charge** for 2 hours per month for Tenants and Residents Associations, and local councillors for their surgeries. A discounted rate will be offered if the hall is required for activities such as fun days.
- **Private / Commercial Hire rate – (any non-charitable event)**
- **Charitable rate / not for profit:** to qualify for this rate, the organisation must be registered with the Charity Commission or able to demonstrate through accounting records that they are a not for profit group.
- ***Enfield Tenant or In-situ Leaseholder rate**
- ***Enfield Resident rate**
- Hire rates are subject to annual or bi-annual increases at the discretion of the Authority, but will not change during a period of hire

*Neither Enfield Tenant or in-situ leaseholder rate nor Enfield Resident rate are applicable in the event the User is booking on behalf of a not-for-profit / Charitable or Commercial hire.

3.3 Payment of Hall Hire for Ad-hoc, short and Long term hires

Ad-hoc - payment of the hall hire to be made in full, two weeks prior to the usage following validation of documentation.



Short term - Payment of the hall hire to be made in full two weeks prior to the usage following validation of documentation.

Long term – Payment to be made in equal monthly instalments calculated on term of use. Payments to be made one month in advance. No additional agreement will be entered into if monies remain outstanding.

3.4 Non-Payment or Arrears. For single or ad hoc bookings, if payment of the hall is not received prior to the date of hire, the booking will not be valid and therefore would be cancelled. Payment may be made through PayPoint facilities or on-line.

If long-term User, accrues arrears i.e. fails to pay invoice, on the account, an escalation process will be instigated, which will provide an opportunity to make a payment arrangement that guarantees the by the end of the agreement there are no monies outstanding on the account or accounts where more than one agreement is in place. Where there continues to be delays in paying invoices or no payment is received for the invoice period for hall usage, the Head of Housing Operations will authorise the termination of the agreement. No further Hire to the User will be enabled.

4. Monitoring Delivery

4.1 This policy will be monitored by the Head of Housing Operations to ensure the policy is applied consistently for all users and Community Halls. The income received from the hire of the halls will be monitored monthly to ensure that we maximise the usage of each hall, and that this income is used to maintain the halls.

5. Review

5.1 This policy will be reviewed every three years.



APPENDIX B

Fire Precautions & Evacuation Procedures

Guidance for Users:

New Option Centre, 25 Connop Road, Enfield, EN3 FB

Fire Precautions

The hall is a dedicated **NON-SMOKING** venue. Please ensure that any users are aware of this condition.

The User assumes responsibility for everyone within the building and must make themselves aware of the following Fire Prevention and basic evacuation procedures and their role in it.

- Under no circumstances are candles, fireworks, barbeques or bonfires allowed in any part of the Hall or Grounds.
- All fire doors must be kept closed at all times.
- All fire escapes, gangways, corridors and external passageways intended as exits must be kept free from obstruction. All doors or gates normally kept locked will be unlocked during public events.
- Any waste material must be removed from the premises at the end of the hire as this is a fire hazard.
- The areas around the fire exit doors must be kept clear both internally and externally.
- All appliances used by Long term Users must be tested annually under PAT regulations. However, should you observe any wear and tear or faults please report these to the Hall Manager when you return the keys.

Fire Exits

Ensure that you familiarise yourself with the location of exits, fire exits, fire alarm red call points, fire extinguishers and the fire assembly point.

Fire-Fighting Equipment

The fire-fighting equipment is only provided in the kitchen and other high risk or plant rooms. The evacuation policy is to immediately leave the building and call the Fire Brigade. See below.



Evacuation Procedure

1. On discovering an emergency (e.g. a fire, gas leak, etc.) any person can raise an alarm by activating any of the red coloured call points located at the exits. This will then sound the alarm throughout the building.
2. The User must instruct all persons present to leave the building as quickly as possible via the appropriate nearest safe Fire Exit and find their way to the fire assembly point located at outside the hall by the main gates.
3. Special assistance should be given to children and any person suffering any physical or mental impairment such as mobility issues, visual or hearing impairment.
4. The User must then ensure that the appropriate emergency services have been called. This will have to be by personal phone dialling either 999 or 112 giving the address of the property. **New Option Centre, 25 Connop Road, Enfield, EN3 5FB**
- 5.
6. When the emergency service(s) arrive, the User should advise them of the location of the fire, if anyone is still in the building, or that the building is empty.
7. No one must enter the building until permission to do so has been given by an appropriate member of the emergency service(s).