

Hackney Historic Buildings Trust - Round Chapel 1d Glenarm Road, Hackney, E5 0LY T: 020 8986 0029 E: info@hhbt.org.uk W: www.roundchapel.org

Round Chapel

How to Hire

For further information, to check availability or to book a viewing, please contact us on 0208 9860029 or by email at <u>info@hhbt.org.uk</u> - bookings are confirmed once we receive a signed contract confirming your acceptance of our Terms & Conditions of Hire and payment of the security deposit.

Viewings can be booked Mon–Fri daytimes and occasionally at other times - you must contact us to book a viewing appointment.

All bookings are subject to our Terms & Conditions of Hire, including our Notes to Hirers (see below). Please make sure you read and understand these before making a booking. Failure to comply with all terms and conditions will result in the loss of your security deposit.

Any events involving sale of tickets to the public, sale of alcohol or regulated entertainment may be subject to licensing requirements and an additional charge, all of which must be discussed and agreed before making a booking.

A refundable security deposit payment is required to secure your booking. Full payment of the hire charge is then due one month before your actual event. Failure to pay by this date (we will remind you) may result in you losing your booking along with your deposit.

Upon receipt of your deposit and signed agreement, your booking will be confirmed and you will receive an invoice for the full amount payable not less than one month prior to the event. You may pay the deposit and hire fee by electronic transfer or by cheque made payable to "Hackney Historic Buildings Trust".

Due to the historic nature of the venue, it is a condition of hire that appropriate indemnity insurance is taken out by the hirer (conditions 17-19 of the contract). Please note that you must provide us with your insurance policy before your event can take place.

Please visit <u>www.roundchapel.org</u> for further information and to view more pictures of our venues.

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Updated September 2018 Registered Charity No. 291468 Company Limited by Guarantee No. 1879857

<u>Terms & Conditions of Hire of The Round Chapel</u> <u>Auditorium</u>

Terms of the Contract between us:

- 1. The contract for the hire of the Round Chapel ("the Contract") incorporates these terms and conditions including the Notes to Hirers, set out below.
- 2. The Contract is personal to the person signing this agreement or in the case of an organisation the company ("the Hirer") and the Hirer may not transfer or sublet the benefit of this Contract without our agreement.
- 3. This contract may be subject to cancellation by the Trust in the event of fire or other unforeseen events beyond the Trust's control making the premises unavailable for hiring.

Deposits and Payment:

- 4. A deposit is payable to secure a booking and will be forfeited if the booking is not proceeded with.
- 5. The full hire fee is then due one month before the event. If payment is not made in full by this date, the booking may be cancelled and the deposit forfeited.
- 6. The deposit can be returned 10 working days after the event, subject to deductions for late departure, damage to the Premises or the Trust's equipment, or other costs or charges incurred due to any breach of these terms and conditions. The hirer must contact the Round Chapel within six months of the hire to arrange the refund of any deposit. If we are unable to confirm refund details within six months following your event, we will treat your deposit as a donation to the Trust and your deposit will be retained.

Hours of Hire & Noise:

- 7. It is the Hirer's responsibility to ensure that the booked hours include sufficient time for setting up and clearing the hall, ancillary spaces and grounds (together "the Premises"). Any extra hours of use not included in the agreement (including any time for delivery, erection, or removal of equipment) will be charged pro rata if agreed in advance. Unauthorised additional hours will result in the loss of the security deposit.
- 8. Hours of opening are restricted by Planning Regulations **NO EVENT WILL BE ALLOWED BEYOND 11.00PM SUNDAY-THURSDAY OR MIDNIGHT ON FRIDAY or SATURDAY**. It is the Hirer's responsibility to ensure all members of the public attending events have vacated the Premises by this time. The earliest the venue can be accessed is 08.00 am.

It is your responsibility to ensure that no noise nuisance is caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue. Failure to respect this or to adhere to time limits will result in forfeit of the deposit.

Hirer's Goods and Equipment Liability:

9. The Trust maintains no insurance for the goods and equipment of the Hirer and/or the Hirer's visitors, guests or contractors. The Trust can accept no responsibility for any such goods or equipment that might be damaged or stolen whilst in the building.

You must ensure that all of your property and the property of any of your contractors (e.g. caterers, bands) or guests is removed from the Venue at the end of the Hire Period. Any property left behind will be removed and disposed of by the Trust. Any costs incurred by the Trust in relation to such disposal must be reimbursed by you.

Updated: September 2018

Hirer's Legal Liability for Loss or Damage incurred by the Trust:

10. The Hirer will promptly indemnify the Trust against all, costs, liabilities, losses, damages and expenses (including damage to the Premises or the Trust's property) incurred by the Trust as a consequence (direct or indirect) of any breach of or default by the Hirer under this Contract.

Cleaning up after the Hire:

11. The Hirer must leave the Premises clean and tidy and place all rubbish in the Euro bin in the grounds. It is expected that the venue will be left wholly in the condition it was found and any costs incurred by the Trust in engaging cleaning staff for excessive soiling or for rubbish removal will result in the entire deposit being retained.

Licensing and Performing Rights:

- 12. If the event involves licensable activities the hirer must ensure that all conditions of the venue's premises licence are adhered to. If any extensions or exceptions outside the licence conditions are required these must be agreed in advance with the Trust who will in most cases apply to the licensing authorities for approval.
- 13. The Hirer shall comply with the requirements of the Performing Right Society and of Phonographic Performances Ltd. The Hirer is responsible for the payment of any taxes or royalties payable in respect of any musical works performed at the hiring, whether by live musicians or by recordings.
- 14. The Hirer must not permit any collections, games of chance, sweepstakes, lotteries or betting of any kind to be conducted at the Premises without prior written consent of the Trust and subject to the Hirer ensuring that any necessary licences are acquired and that the terms of such licences are complied with.

Public Liability Indemnity and Insurance:

- 15. The Trust is not responsible (and will not accept liability for) any loss, damage, injury or death to any persons or property in the Premises or attending or connected to the event for which the Premises are being hired ("the Event"), save where the death or personal injury is as a result of the negligence of a Trust employee, agent or contractor.
- 16. The Hirer is responsible for all health and safety aspects of the Event during the Hire and accepts liability for any loss, damage, injury or death caused to any person or property at the Premises, except as provided by Condition 15. The Hirer agrees to indemnify the Trust against all claims, proceedings, costs or awards in respect of any loss, damage, injury or death to any person or property for which the Hirer is responsible under this clause.
- 17. You will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out of your hire of the Venue. Such policy shall cover the hirer, guests and attendees and any contractors or similar. The minimum level of indemnity shall not be less than two million pounds (£2,000,000) and for certain events HHBT may require a higher level of indemnity. In addition, you agree to indemnify HHBT for any acts, claims, complaints or proceedings that may arise in connection with the hire and ensure that these are dealt with promptly.

Venue Hire 2018-19

- 18. You must ensure that your Public Liability Insurance covers any person and/or organisation that you have instructed or authorised to provide any services or equipment at the Event. Also see clause 19.
- 19. Public Liability Insurance cover can be purchased online. For private events, hirers can contact their Home Insurers who may be prepared to extend the liability cover for a one-off event.
- 20. Where the Round Chapel has been specifically hired for filming, photographing and recording during the period of the hire. The hirer will exclusively own the results and proceeds of the hirer's filming, photography and recording in this agreement (the "Recordings") and shall be entitled to include the Recordings, or any part of them in the project. HHBT gives the hirer all necessary consents to enable the hirer and the hirer shall be entitled to exploit the project and all allied and ancillary rights in the project by all means and, in all media,, whether now known or hereafter invented, throughout the world for the full period of copyright and all renewals, revivals, reversions and extensions and thereafter in perpetuity to the extent permitted by law without the need for any payment to the Trust or any third party.

Notes to Hirers

These notes are intended to help you plan your event in more detail and ensure that there are no misunderstandings when you come to set up your event. The Hirer agrees to comply with the stipulations in these notes as part of the Contract with the Trust.

Protection of the Building & Cleaning

The Round Chapel is an important historic building. No alteration to the fabric of the building is permitted and any decorations must be fixed in a way that they can be removed without leaving adhesives or marks on the building or furnishings.

- No pins, tacks, nails or staples
- No confetti
- No Sellotape, duct tape or similar adhesive tapes
- NO HELIUM BALLOONS

It is particularly important that Hirers who engage third parties (such as sound contractors or wedding planners) to assist with events ensure that contractors are aware of and abide by this requirement.

The building and furniture should be returned to us as you found it, with the whole building and grounds cleared of all rubbish. Failure to do so will result in loss of deposit.

Hours of Use

The Building adjoins a residential area and people leaving late at night can cause nuisance to our neighbours. We have agreed with the local Planning Authority that the building will close at 11.00 pm Sunday-Thursday and midnight on Friday and Saturday. The Duty Manager has instructions to ensure that this happens. The earliest access permitted in the morning is 08.00am.

Size of Events

For wedding receptions and events that have chairs and tables throughout the hall we allow for 240 people maximum in order to ensure there are adequate means of escape in case of fire. Our staff have instructions not to permit greater numbers.

For theatre style events using chairs only we can accommodate up to 300 people.

If standing only we can hold up to 500 people on the ground floor.

For concerts/recitals etc the balcony may be used to increase capacity up to 800, but this must be specifically agreed in advance

Depending on the nature of the proposed Event, the Trust may impose additional restrictions on the capacity of the Venue.

It is your responsibility to ensure that the number of Guests/Patrons does not exceed the maximum capacity of the Venue. If capacity is exceeded Guests/Patrons will be required to leave the Venue immediately.

Licensing

The Round Chapel is licensed for public events as defined by the Licensing Act 2003. Where events are planned entailing -

- Sale of tickets to members of the public
- Sale of alcohol
- Regulated music or entertainment

Venue Hire 2018-19

We may be able to hire the Round Chapel subject to the provision of our Premises Licence. If any of the above applies, your requirements must be agreed before a booking is accepted and an additional fee of £200.00 will be applied per event.

Stewarding and Security

It is the Hirer's responsibility to provide sufficient stewards/security staff to ensure the event is run safely; that only those they have been invited or permitted are allowed on to the Premises and that the terms of our Conditions of Hire and these Notes to Hirers are complied with. **The Hirer takes responsibility for any damage caused by visitors, guests or unauthorised intruders in the Premises during the hire.**

If the police or licensing authorities stipulate any security requirements, these must be complied with.

Should the Duty Manager be concerned about the security and safety of an event their instruction is to call the police immediately.

There is an intruder and fire alarm system installed. The Hirer is not permitted to interfere with or alter in any way the alarm systems.

The possession, sale or use of prohibited substances on our property is strictly forbidden and drug activity will always result in the forfeiture of deposit, immediate curtailment of the event and, if necessary, police notification.

Access to the Building

The Duty Manager will be in attendance and the building available for the hours agreed at the time of hiring.

At all times the route between the gates on the street and the main doors must be kept clear for the use of emergency services.

Parking

Parking to drop off equipment and at other times may be arranged. Additional parking of up to four cars in the chapel grounds adjacent to Glenarm Road is normally provided, but unless this is specifically stipulated this additional parking space is not guaranteed.

Fire

You will be issued prior to the event with a copy of the Fire Emergency Evacuation Plan. This has been prepared to meet the requirements of the law and is monitored by the Fire Brigade. Please ensure that you and all stewards are familiar with the location of all fire exits.

If there is a fire, the Duty Manager is instructed to call the Fire Brigade and evacuate the building. The Fire alarms will be set off. No one will be allowed to re-enter the building until the Fire Brigade has declared the building safe.

Fire Escape Routes

The Duty Manager will ensure at the beginning of the hire that all escape stairs and doors are operational and clear of obstruction.

The Hirer shall not obstruct the fire escape routes, staircases or fire exit doors in any way.

Fire Safety

It is the Hirer's responsibility to ensure that during the Hire there is no interference with fire alarm, fire detection, fire-fighting and monitoring equipment.

There are smoke detectors throughout the building. No smoking or smoke generating equipment is permitted within the building.

Updated: September 2018

No gas cylinders or similar equipment that will generate a flame or could explode in a fire are allowed other than:

- Tea light candles (placed in holders)
- Food warming equipment

If the Hirer intends to install any supplementary heating equipment, HHBT must be notified in advance what additional equipment is proposed and what fire extinguishers or other equipment the Hirer will bring in the event of fire. HHBT reserves the right to refuse the installation of additional equipment and/or to require a risk assessment.

No smoking is permitted anywhere inside the Venue.

It is your responsibility to ensure that guests do not smoke anywhere at the Venue where smoking is prohibited. Smoking areas must be kept clean at all times. Failure to do so may affect your Deposit.

Electrical and Audio Equipment

Any Hirer bringing temporary electrical equipment or amplified equipment must ensure that the equipment is protected by Residual Current Device (RCD), having a rated residual operating current not exceeding 40ms at a residual current of 150mA, to meet the requirements of the Council Licensing and/or Health and Safety advisors.

Electronically amplified music is only allowed with the prior permission of the Trust and must not exceed a weighted sound pressure level of 95dbA.

Electrical Safety

Hirers must inform the HHBT of any electrical equipment they intend to use to ensure that the HHBT electrical circuits are not overloaded. It is Hirer's responsibility to ensure all electrical and safety regulations are complied with.

- All professional equipment should be tested and marked to show compliance with Portable Appliance Testing Regulations
- All electrical equipment must be installed so that it is secure and cannot be interfered with by others attending the event
- All electrical equipment is installed entirely at the Hirers risk

Wiring, Sockets and Plugs/Jointing of Wires

Wiring must not be routed across the main escape routes, in front of doors or in any way that could cause an obstruction or trip/other hazard. Wiring crossing a door or escape route must be arranged over the hooks across the nearest door head.

Wiring that lies on the floor should be neatly arranged, secured with cable ties or similar, identified with hazard marking tape and, if in an area accessible to the public, be protected with floor mounted cable covers or protectors appropriate to the number and size of wires. Duct tape or Gaffer tape must not be used on any surface in the Round Chapel

Caterers and Third-Party Contractors

Any caterers or other third-party contractors engaged to provide services or equipment must be notified in advance of these Notes to Hirers, and the Hirer must ensure such contractors comply with all applicable stipulations contained in these Notes and the Conditions of Hire.

It is the Hirer's responsibility to ensure that caterers meet all applicable food and hygiene regulations

It is the Hirer's responsibility to ensure that caterers leave the kitchen and any food preparation areas clean and tidy and failure to do so may result in the deposit being forfeited.

Rubbish & Waste

Unless otherwise agreed it is the responsibility of the Hirer to remove all rubbish from the building and ensure that it is placed in the correct waste bin. With the prior agreement of HHBT one Eurobin may be used. Any additional charges for the removal of rubbish will be deducted from the Hirer's deposit. Contaminated waste bins will result in the forfeit of security deposit. All food waste must be fully bagged and sealed to prevent animals gaining access to the food waste.

You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.

First Aid

You shall ensure that sufficient first aid cover is provided for the Event. Voluntary organisations such as the St John Ambulance and the Red Cross should be approached to give advice on the level of cover required. No medication will be dispensed by the staff of the Trust.

Variation and Special Conditions

The terms of hire cannot be varied without the prior written consent of the Trust.

The Trust shall be entitled to vary the terms of this Contract at any time on giving you notice in writing.

Depending on the nature of the Event, the Trust may impose additional terms and conditions to those set out above or amend these terms and conditions. You will be informed of such changes or additions in writing.