

Merton Council
Putting You First



Vestry Hall

Conditions of Hire and Booking Form

Offices and Workspace

Vestry Hall

336 – 338 London Road

Mitcham Surrey

CR4 3UD

020 8640 3333 or 020 8640 7274

vestryhall@merton.gov.uk

www.merton.gov.uk

Conditions of Hire



1. **Hirer:**
The Hirer is you the person who completes the agreement and signs the conditions of hire.
2. **Sub licensing:**
The services covered under this agreement may not be sublicensed.
3. **Right of entry:**
Merton Council reserves right of entry at all times to its officers, statutory authorities and officers of the Licensing Authority
4. **Advertising:**
Advertisements or posters must not be displayed unless the vestry Hall Manager has given prior written approval.
5. **Electrical or Gas:**
No temporary additions to lighting or electrical circuits may be made unless the Vestry Hall Manager has given prior written approval. The Hirer is responsible for ensuring that any portable electrical appliances brought into the building have received a Portable Appliance Test (PAT) and certified as safe. Evidence may be required that the items have passed a PAT test. You must not bring any gas equipment or appliances into the building.
6. **Council liability:**
Merton Council accepts no liability for damage or loss of letters, packages or other items not directly attributable to negligence of their employees or agents. We reserve the right to refuse receipt of a letter, package or parcel to combat fraudulent use of the service.

This agreement will be terminated immediately if you or your organisation is involved in illegal or immoral activities that could bring the council into disrepute either on the premises or in relation to activities outside the premises. Where information is received that you or your organisation is acting unlawfully, we are obliged to pass this information to the relevant authorities.

We shall not be liable to you for any breach in terms of conditions or any failure to provide services resulting from any event beyond our control including, without limitation, breakdown of systems, network access, fire, explosion and accident.
7. **Insurance**
Merton Council's insurance policies will not cover personal effects or the Hirers public liability and you the Hirer must ensure that you take out your own insurance to cover both personal effects and public liability.
8. **Indemnity:**
The Hirer indemnifies Merton Council against any claim, action or proceedings resulting from use of the venue and will pay any council costs incurred.
9. **Parking:**
No vehicle may be left within twenty feet of an emergency exit or exit route.
Vehicles must not be parked on the public pathway or on Blue Badge Bays at the front of the building unless displaying a valid permit.

10. Noise and annoyance:

The Hirer must ensure no excessive noise, or annoyance is caused to other occupants of the building.

11. Dangerous substances:

No inflammable chemical, explosive or other dangerous substances may be used or kept in the building without prior written approval of the Vestry Hall Manager.

12. Freedom of Information

Under the Freedom of Information Act 2000 Merton Council may be obliged to provide details of organisations that use Vestry Hall. However, no personal information will be disclosed to a third party unless requested by the appropriate authority under the Data Protection Act 1998.

13. Data Protection

The Hirer is responsible for ensuring they comply with the provisions of the Data Protection Act 1998

14. Statutory Requirements

The Hirer must comply with all statutory requirements including Race Relations and Sex Discrimination legislation.

15. Money Laundering

The Hirer must comply with all Money Laundering legislation. Money laundering is a serious offence and any suspicion of money laundering will be immediately reported to the council's Money Laundering Officer.

Money laundering is the term used for a number of offences involving the proceeds of crime. For most people who are likely to come across it or be affected by it, it involves a suspicion that someone they know, or know of, is benefiting financially from dishonest activities.

'Criminal property' includes not only the proceeds of crime committed by somebody else, but also possession of the proceeds of an individual's own crime for example, the retention of monies from non-payment of income tax.

Under the Proceeds of Crime Act 2002 the following activities constitute the act of money laundering;

- concealing, disguising, converting, transferring or removing criminal property from the United Kingdom
- becoming concerned in an arrangement, which he knows or suspects facilitates the acquisition, retention, use or control of criminal property by or on behalf of another person,
- acquiring, using or possessing criminal property with the knowledge or suspicion that the property represented a benefit from criminal conduct

- failure to disclose money-laundering offences where there are reasonable grounds for knowing or suspecting that a person is engaged in money laundering
- tipping off a suspect, either directly or indirectly
- doing something that might prejudice an investigation – for example falsifying a document

These apply to all persons in the UK in a personal and professional capacity. Any person involved in any known or suspected money-laundering activity in the UK risks a criminal conviction.

In addition, the Terrorism Act 2000 Schedule 1 as amended by the Proceeds of Crime Act 2002 makes it an offence of money laundering to become concerned in an arrangement relating to the retention or control of property likely to be used for the purposes of terrorism, or resulting from acts of terrorism. All individuals and businesses in the UK have an obligation to report knowledge, reasonable grounds for belief or suspicion about the proceeds from, or finance likely to be used for, terrorism or its laundering, where it relates to information that comes to them in the course of their business or employment.

16. Additional conditions

Merton Council reserves the right to make any additional conditions or regulations considered necessary to ensure safety or proper operation of a Hiring. Hiring's will be terminated immediately if you or your organisation is involved in illegal activities that could bring the council into disrepute either on the premises or in relation to activities outside the premises.

17. Cancellation Policy

a) Non-Payment of Invoice

Should any invoice remain unpaid after 6 weeks, Merton Council may consider terminating your Conditions of Hire Agreement giving 2 weeks notice to vacate or with immediate effect if considered necessary to protect the Council or members of the public.

Any equipment owned by you should be removed from Vestry Hall by the termination date. Equipment left after this date will be disposed of without further notice.

b) False Information

Should any information contained within this Agreement be found to be false or untrue, then this agreement will be terminated with immediate effect.

18. Mail holding

- We will receive and hold a maximum of 100 letters a week.
- Mail must be collected on a weekly basis unless by prior arrangement with the Vestry Hall Manager.
- We will receive and hold letters and parcels not exceeding 353 mm long, 250mm wide or 25mm thick.
- Delivery of parcels must be agreed by the Vestry Hall Manager 48 hour before delivery.
- A password is required in order for us to release your mail. Please state your chosen password and hint question on page 9 of this agreement. We reserve the right to refuse receipt of a letter, package or parcel to combat fraudulent use of this service.

19. Telephone Service

- This service does not include a telephone answering service and you are therefore not authorised to use the Vestry Hall telephone number as your contact details.

20. Electronic Equipment

- The Hirer must not use computer equipment software, including accessing websites on the Internet for activities that could bring the council into disrepute.
- You are responsible for holding a valid software license on computers or laptops that you bring onto council premises, see also Condition 5 regarding testing of such equipment.
- You are responsible for obtaining the necessary broadband lines in order to access the Internet

21. Failure to Vacate

Merton Council may remove and dispose of articles not removed when this agreement ends. The Hirer will be responsible for all costs incurred.

22. Damage:

The Hirer must pay for the repair of any damage caused during the period of agreement.

23. Equality and Diversity

Vestry Hall operates under the council's Corporate Equality Scheme 2010-2013 Refreshed.

24. Terms of Agreement

The term of this Hire Agreement is for 12 months.

25. Payment:

- Rent is payable monthly in advance.
- 3 month's rent in advance must be paid prior to occupancy of the office or workspace.
- Failure to pay on the due date may result in cancellation of this agreement.

26. Break Clause

Either party may terminate this Conditions of Hire agreement by serving on the other at least 3 months written notice to that effect.

27. Business Rates

You may have to pay business rates on the area you occupy. The majority of occupants in Vestry Hall are entitled to Charitable and Discretionary Rate Relief or Small Business Rate Relief. Please contact the Vestry Hall Manager for more information or search Merton Council's website.

<http://www.merton.gov.uk/business/businessrates/businessratesrelief/charitablerelief.htm>

<http://www.merton.gov.uk/business/businessrates/businessratesrelief/smallbusinessrelief.htm>

28. Access to offices

You are responsible for purchasing additional office keys and issuing them to people that are authorised to access your office. Vestry Hall staff will not unlock your office door to allow access to anyone that doesn't have a key. This also applies to people that have lost or forgotten their key.

29. Emergency evacuation of the building

The Hirer is responsible:

- For the safe evacuation of their delegates or guests.
- Ensure their staff, volunteers, or visitors or guests are fully aware of the fire instructions and the assembly points.

Fire evacuation procedures are displayed in communal halls and rooms. You are advised to familiarise yourself and others with fire exits on all floors.

Evacuation chairs:

- For people using 1st floor there are two "evac" chairs. They are located on the landing of the 1st floor and at far end of the corridor of the 1st floor.
- There is also an "evac" chair located on the 2nd floor by the lift entrance.
- These chairs are for people who cannot use the stairs. The lift must not be used during an emergency evacuation.

- These chairs are designed to be operated by one person. Assistance may be required to transfer people from a wheelchair to “evac” chair or to open fire doors. These chairs have runners to slide down stairs.
- The chairs should only be used by people who are fully trained both in the use of the “evac” chair and manual handling of heavy loads. However, in the event of an emergency and you use these chairs, you are responsible for the safety of the person being carried, as well as yourself.

Evacuation procedure:

Fire alarm:

- Stay calm.
- Do not use the lift.
- If you discover the fire break the glass at your nearest fire point before evacuating the building.
- When you hear the fire alarm bells – continuous bell – close all windows and doors and evacuate the building immediately.
- Move through the automatic doors; do not wedge them open, move to the nearest fire exit.
- You must check that everyone attending your event or visitors to your office have evacuated the building.
- Assemble at the War Memorial at the rear of the building.
- Do not re-enter the building until you have been advised that it is safe to do so.

Fire escape:

Ground floor:

1. Behind reception, along short corridor, through garden gate
2. Far end of long corridor
3. Through meeting room behind reception
4. Main entrance in reception

First floor:

1. Far end of the public hall through double doors
2. Far end of main corridor
3. Main stair case

Second floor:

1. Start of corridor
2. End of corridor
3. Main stair case

The fire exits must not be used as a routine exit from the building as the doors cannot be shut from the outside.

Services provided under this agreement

Office or Workspace	√
Mailing address	√
Receive and hold your mail	√
Courier signed for deliveries	√
Power Supply	√
Storage space for files	√
Utility bills	√
Cleaning	√
Reception	√
Use of kitchen	√
Repair and maintenance of fixtures and fittings	√

Booking Form

Hire Agreement with an **Incorporated Company** – complete this section

Your name	
Position in the Company	
Company Registered Name	
Company Incorporated Number	
Address	
Post code	
Telephone number	
Mobile number	
Email address	
Website address	
Activities of your organisation	

Hire Agreement with an **individual** – complete this section

Name	
Address	
Post code	
Telephone number	
Mobile number	
Email address	
If you have been at this address less than 3 years please provide your previous address including postcode	

Organisation name (if applicable)	
Organisation address (if applicable)	
Charity Number (if applicable)	
Self-Employed Unique Tax Reference Number - UTR (if applicable)	
Aims and activities of your organisation (if applicable)	

It may be necessary to process a Criminal Record Bureau or other checks in order to approve your application. By signing this agreement you authorise Merton Council to request information to establish your credibility. We may also ask for confirmation of you're or the Companies identity and evidence of your ability to pay the cost of hiring an office. Acceptable documents include valid passport or UK driving license and proof of residence, example: recent utility bill showing address or bank statement, Company Registration Document.

You must advise us in writing if any of the information you have provided in this agreement changes.

Office or Workspace under this agreement:

Office or Workspace number	
Days and hours of the week	

Monthly rental charges in advance:	£
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Agreement start date:	
Agreement end date:	

Mail holding Password for mail collection	
Mail holding Hint question for mail collection password	

How did you find out about Vestry Hall?	
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Agreement

I agree to the 'Conditions of Hire' and 'Emergency Evacuation Procedures'.

Between

The London Borough of Merton.

London Borough of Merton
Civic Centre, London Road, Morden, Surrey SM4 5DX.

and

Insert Name <i>Incorporated Company or Individual's name</i>
Name of signatory <i>if different from above</i>
Signature <i>(electronic signature is acceptable)</i>
Date

You will be given a copy of this agreement when it has been approved.

Please return to:

Vestry Hall

336 – 338 London Road
Cricket Green
Mitcham CR4 3UD
Telephone: 020 8640 3333 or 020 8640 7274
Email: vestryhall@merton.gov.uk
Webpage: <http://www.merton.gov.uk/vestryhall.htm>

Thank you for choosing Vestry Hall.

Office use	
Hire Agreement approved by the Vestry Hall Manager	
Signature	Name
Date / / 20	