



Osmani Trust  
Agreement for Hirer

## 1 Welcome

- 1.1 Osmani Trust Management warmly welcomes hirers and their guests. We will endeavour to make your experience at the Osmani Trust a pleasant one. If you have any queries about the terms and conditions of this agreement, or require any assistance, please contact the Events Team.

## 2 Facilities for hire at the Osmani Trust

### 2.1

	Size	Capacity (number of people) note: depends on layout
Hall One (3rd floor)	92 sqm	50
Hall Two (3rd floor)	113 sqm	70
Combined Halls (Halls One & Two)	205 sqm	120
Meeting Room (2 <sup>nd</sup> floor)	13 sqm	8
Canary Wharf Group Training Room (2 <sup>nd</sup> floor)	34 sqm	15
Active Studio (1 <sup>st</sup> floor)	68 sqm	20
Multi Gym (1 <sup>st</sup> floor)	64 sqm	15

### 2.2 Facilities may be booked for sessions or full days, subject to availability:

- Morning session 9am–1pm (4 hours)
- Afternoon session 1pm–5pm (4 hours)
- Evening session 5pm–9pm (4 hours)
- A full day is equivalent to 2 sessions

Please enquire about variations of these times if necessary.

Peak		Off- peak	
Monday to Friday	5pm- 9pm	Monday to Friday	9am- 5pm
Saturday/Sunday	9am- 9pm		
Bank Holidays	9am- 9pm		

- 2.3 The Osmani Centre concourse and entrance are not available for hire. No tables, stalls, banners, leaflets, publications, advertisements or other items can be placed or

distributed there, unless it is agreed by Osmani Trust Management in writing beforehand. Hirers cannot place any restrictions on the use of the concourse as an entrance, exit or thoroughfare.

### **3 Booking packs**

- 3.1 A booking pack is available from the Reception at the Osmani Centre. You can make enquiries about hiring our facilities in person or by telephone; please ask to be put forward to the Reception.
- 3.2 The booking pack contains a leaflet giving background information about Osmani Trust, Osmani Centre and details of the capacity and size of the rooms available for hire. You will also find a price list, location map and booking form.

### **4 Booking procedure**

- 4.1 Bookings can only be made using the official booking form.
- 4.2 The booking form can be submitted by post, email or handed in to the Osmani Trust Reception at the Osmani Centre. Acceptance of the booking form does not imply acceptance of the booking.
- 4.3 Bookings will not be accepted from persons less than 18 years of age.
- 4.4 The booking form must disclose full details of the proposed use; this must include details of all speakers, whether they are speaking live at the event or via a live link or via a pre-recorded message. Bookings are granted based on the details provided by the Hirer.
- 4.5 The Management of Osmani Trust may, if it deems necessary, request additional information.
- 4.6 The Management of Osmani Trust reserves the right to refuse any booking. This would include functions that:
  - may present a threat to public disorder
  - may promote or incite hatred or violence against others
  - may risk alienating Osmani Trust's beneficiaries or supporters
  - may embroil Osmani Trust or its Management in disrepute
  - may cause offence to other users or disrupt other activities of the Osmani Trust
  - may breach the Osmani Trust's Equality & Diversity Policy

The Management of Osmani Centre does not have to provide a reason for refusing a booking.

- 4.7 Provisional booking: a booking will be provisionally approved only after the Management of Osmani Trust has received and reviewed all details of the booking and agreed to allow it to proceed. The hirer will be informed in writing. The booking will be considered provisional until confirmed by Osmani Trust subject to the conditions laid out in 4.9.

The details submitted must include all proposed speakers and the topics on which they will speak. The Management of Osmani Trust may, at its own discretion, require changes to the speakers or topics before granting provisional approval.

A provisional booking may be set aside if another Hirer is able to make a confirmed booking.

- 4.8 All publicity materials for the event must be submitted for approval to the Osmani Centre before the booking is confirmed. The booking will only be confirmed if the materials are approved. The Management of Osmani Centre reserves the right to require that publicity materials are changed or withdrawn. The Management of Osmani Trust also reserves the right to refuse to confirm any booking if it is not satisfied with any aspect of the publicity material.
- 4.9 Confirmed booking: a provisional booking will only be confirmed once Osmani Trust Management have approved the publicity materials and the initial payment (see 5.1, 5.2 and 5.3) has been received.
- 4.10 In the event of any variation of use by the Hirer or failure to comply with the requirement of full disclosure, the Management of Osmani Centre reserves the right to cancel the booking, which will still be liable to any retention (see 6.7).

## **5 Prices and Payments**

- 5.1 Osmani Centre will invoice for all hire charges and related costs.
- 5.2 An initial payment of 50% of the total cost must be paid before a booking can be confirmed. For bookings less than 14 days before the required date, 100% of the total cost must be paid.
- 5.3 If the initial payment is made by cheque, the booking will not be confirmed until the cheque has cleared the Osmani Trust bank account. For payments through BACS, a remittance form is required verifying payment to Osmani Trust before the booking can be confirmed.
- 5.4 The remaining balance must be paid at least 14 days before the date that has been booked.
- 5.5 Prices include the Osmani Centre's basic tables and chairs, subject to availability. These must be requested in advance on the booking form.
- 5.6 Centre hire charges: Please refer to our rate card.
- 5.7 Due to the availability of rooms/ halls, our staff and/or commitments to other Hirers, finishing after the agreed time may cause difficulties therefore where possible must be avoided.

## **6 Cancellation**

- 6.1 The Management of Osmani Centre reserves the right to cancel bookings if the facilities are rendered unfit for the intended use.
- 6.2 The Management of Osmani Centre reserves the right to cancel bookings that subsequently vary from what is agreed in the associated booking form or approved publicity materials.
- 6.3 The Osmani Trust Reception staff may halt the use of the facilities on the day if they deem that the hirer has varied from what was agreed in the associated booking form or

approved publicity materials, or if they believe there has been or could be a breach of the conditions laid out in 4.6.

- 6.4 In the event of any cancellation or termination of the hiring no liability shall fall upon the Osmani Centre, or any officer of the Osmani Trust, in respect of any loss sustained or expenses incurred by the Hirer, or any other person, as result thereof.
- 6.5 If the Hirer cancels the hiring after the booking has been confirmed by the Osmani Centre, the Hirer shall be liable to the Osmani Centre for any costs, expenses and losses incurred by the Osmani Trust. Depending on when the notice of cancellation is received, a percentage of this total hiring charge will be retained by the Osmani Centre (see 6.7).
- 6.6 Cancellations or terminations will only be accepted in writing, and deemed effective upon receipt by the Osmani Trust Reception at the Osmani Centre.
- 6.7 Retentions by the Osmani Centre

Hall bookings	
After confirmation by the Osmani Centre	50% of the total cost
Within 14 days of the booked date	90% of the total cost

Canary Wharf Room, Active Studio, Multi Gym & Meeting Room bookings	
After confirmation by the Osmani Centre	20% of the total cost
Within 14 days of the booked date	50% of the total cost

- 6.8 Refunds of charges, less any retention, will be made within 14 days of cancellation.

**7 Catering and cleaning**

- 7.1 Osmani Centre operates a Preferred Caterers List, available from the Osmani Trust Reception. Only caterers on Osmani Centre’s Preferred Caterers List can be used to provide food and drink at the Osmani Centre.
- 7.2 The Osmani Centre has a kitchen serving both function halls. This can be used only by prior arrangement.
- 7.3 The Hirer must ensure the caterer clears away any waste food, drink and other items. Sealed black dustbin bags must be used, and placed in Osmani Centre’s bins in the Service Yard.
- 7.4 The Hirer must ensure the caterer cleans any spillages.
- 7.5 Oil and other waste must not be poured down sinks or into drains.

## **8 Damage, Decoration and Advertising**

- 8.1 The Hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
- 8.2 The Hirer shall repay to Osmani Trust on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, belonging to the Osmani Centre in or upon the premises, which shall be damaged, destroyed, stolen or removed during the period of hiring.
- 8.3 The Hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the Council in charge.

## **9 Ventilation in halls**

- 9.1 The halls in the Osmani Centre have an automated ventilation system that heats and cools. As with any mechanical system, it is possible that it may stop working, in which case ventilation will be through the opening of windows only. In such circumstances, Osmani Trust will not be held liable.
- 9.2 In exceptionally hot weather, when the outside temperature exceeds 25°C, the system may not be able to bring the inside temperature down to preferred levels. In such circumstances, Osmani Trust will not be held liable.

## **10 Electrical Installations**

- 10.1 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. Osmani Trust disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

## **11 Amplified Sound and Music**

- 11.1 Hirers and organisers of activities in the Osmani Centre are responsible for ensuring that their noise levels do not disturb other activities within the building.

## **12 Food and Drink**

- 12.1 The consumption of alcoholic drinks are not permitted on the Osmani Centre grounds. No alcoholic drinks should be brought into the premises, do respect that the Centre is utilised by children, young people and all sectors of the community.
- 12.2 Chewing gum is not allowed in the Osmani Centre.

## **13 Health and Safety**

- 13.1 Hall hirers, guests and members of the public are obliged at all times to fully comply with Osmani Trust's Health & Safety Policy; a copy is available on request.
- 13.2 It is illegal to smoke anywhere in the Osmani Centre.

## **14 Gambling**

14.1 No gambling is allowed in the Osmani Centre.

## **15 Lewd or Offensive Activities/Behaviour**

15.1 The Osmani Centre is a community building frequented by children, young people, the elderly, parents and guests from varied spectrums of society. No lewd or offensive behaviour or activities is permitted in the Osmani Centre.

## **16 Respect for Osmani Trust staff**

16.1 Osmani Trust Staff will try their utmost to ensure your booking is successful. If you require any assistance or need information, they will endeavour to help.

16.2 Please ensure that you and your guests respect instructions given by the Osmani Trust and other Osmani Trust staff, as it is their responsibility to maintain the proper and safe running of the Osmani Centre for all its users.

## **17 Signage**

17.1 No signs, posters, banners or similar shall be attached to any wall or other part of the Osmani Centre without the approval of the Osmani Trust Management.

17.2 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the Osmani Trust, and removed at the end of the booking.

## **18 Permission to Film and/or Broadcast**

18.1 The Hirer shall not film or broadcast at any time in any part of the Osmani Centre without the prior permission of Osmani Trust Management.

## **19 Emergency Procedures**

19.1 The Hirer must comply with the Osmani Trust's Emergency Procedures. If the evacuation warning/ fire alarm is sounded, everyone should leave the building immediately, as directed by Osmani Trust staff. No one should return to the Osmani Centre until Osmani Trust's Fire Marshals have given permission for re-entry.

## **20 Insurance**

20.1 The Osmani Trust has arranged public liability insurance for the benefit of those who hire any part of the Osmani Centre under these terms. This insurance is provided automatically, but if the hirer prefers to arrange additional cover Osmani Trust has no objections. The insurance afforded by the policy is not limited to claims arising under the indemnity given by the hirers to Osmani Trust. The insurance does not give cover for claims arising otherwise than in connection with the hirer's use of Osmani Centre.

20.2 The hirer shall ensure that any contractor (including caterers) employed in relation to the booking, shall carry suitable and sufficient insurance relevant to the activity for which they are they are employed including appropriate Employers' Liability Insurance.

## **21 Statutory Requirements**

- 21.1 The Hirer will comply with statutory requirements including without limitation to any Health and Safety legislation current at the date of the booking especially in respect of the operation of any equipment which is brought into the Osmani Centre and the preparation and serving of any food in the Osmani Centre. The hirer will also comply with Osmani Trust safety requirements in operation at the time of the booking.

## **22 Termination**

- 22.1 If for reasons beyond the control of the Osmani Trust (Osmani Trust having used all reasonable endeavours to avoid the same) it is necessary for the Osmani Trust to close all or part of the building hired or to cancel the booking, Osmani Trust may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the Hirer and in that event Osmani Trust shall unless there has been a breach of any of the conditions of this Agreement return the due proportion of the amount paid for the use of the venue but the Hirer and other persons attending the booking shall have no further claim whatsoever against the Osmani Trust in respect of such termination of the Agreement. See also section 6.
- 22.2 In any event and notwithstanding anything in this Agreement the Osmani Trust will not be liable to the Hirer, its guest, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the Hirer in the event of cancellation of the function or termination of this Agreement by the Osmani Trust.

## **23 English Law**

- 23.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

## **24 Statutory Rights**

- 24.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the Hirer any Statutory rights under the Landlord and Tenants Acts.

## **25 Contracts (Rights of Third Parties) Act 1999**

- 25.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

By signing the Hirer agrees to be bound by the terms of this policy, and to abide by the Trust's Health & Safety Policy and Equality & Diversity Policy.



**Signed on behalf of the Hirer by**

Signed	
Name <i>(Authorised for and on behalf of the Hirer)</i>	
Position	
Company Name	
Date	

**Signed on behalf of Osmani Trust**

Signed	
Name <i>(Authorised for and on behalf of the Trust)</i>	
Position	
Date	



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