



# Friends of Windmill Gardens

## **Brixton Windmill Centre**

100 Blenheim Gardens, SW2 5DA

## **Terms and conditions of hire August 2022**

### **Background**

The Friends of Windmill Gardens (FoWG) was set up as a local residents' group in 2003 to campaign for the restoration, preservation and enhancement of Brixton Windmill and Windmill Gardens. We are a registered charity, with the following aims:

- to support the restoration, preservation and continued use of the Grade II\* listed windmill
- to provide a unique education facility for schools and the local community that will put the windmill and its history into context
- to enhance the park by creating a green oasis to benefit local residents – adults, young people and children – and attract visitors and windmill enthusiasts from further afield
- to provide community events that bring local people together to celebrate and enjoy this unique historic building and open space.

The Brixton Windmill Centre was completed and opened in summer 2020 and this document lays out the terms and conditions of hire. By paying the hire fee you are agreeing to abide by these terms and conditions.

### **Booking Enquiries**

1. Booking enquiries must be submitted to FoWG not less than seven working days before the date on which the hire is required, subject to availability. FoWG may consider making exceptions to this condition in the event of urgency or emergency.
2. The person agreeing to this document shall be the hirer, who must be over 18 years of age and is responsible for adhering to these terms and conditions of hire.
3. All booking enquiries for the use or hire of Brixton Windmill Centre are to be made

in writing through the current application portal or form found at [www.brixtonwindmill.org](http://www.brixtonwindmill.org)

4. FoWG will confirm the booking only after all conditions are met, all relevant documentation has been approved, and full payment has been made (or 50% for hire values over £400).
5. Hire will only take place once **full payment** of the hire fee has been made prior to the hire date.

## **Cancellation**

1. If a cancellation is made less than 4 weeks prior to the hire the balance will be retained by FOWG. For cancellations with more than 4 week's notice FOWG will refund any hire fee paid.

## **Charges**

1. Payments must be made with 14 days of receipt of our invoice by bank transfer. The booking will be confirmed on our receipt of full hire fee payment (for hires under £400) and of 50% of the hire fee for hires over £400 in value. The full hire fee must be paid in full prior to the hire date.
2. FoWG reserves the right to invoice the hirer for any additional hours not previously arranged or for any sums required to cover damage or breakages.

## **General terms and conditions of letting**

Brixton Windmill is a Grade II\* listed building, and its surroundings are a historic asset. Hirers are required to pay due care and attention whilst using the facilities.

1. The times agreed in the booking confirmation for the hire of Brixton Windmill Centre shall be strictly complied with. This includes the time needed to set up an event and clear up afterwards. FoWG reserves the right to charge for any additional time not previously agreed.
2. At the end of the hire period the hirer must ensure that the premises are left as found, clean and in good order, including returning all furniture used to the storage space. They must keep a photographic record of any issues and send to FoWG staff within 24 hours of the event. Any damage, breakages, or other maintenance issues must be notified to FoWG immediately. Failure to do so may result in an additional charge to cover damage.
3. The hirer will comply with the capacities and any other requirements stated in these conditions. Overcrowding is strictly prohibited, and it is the responsibility of the hirer to ensure that numbers are not exceeded. The hirer is responsible for all health and safety issues in connection with the event taking place in Brixton Windmill Centre, including stewarding and security, and must comply with all relevant legislation and regulations.
4. If the hirer intends to provide entertainment or activity for children they must provide

suitable numbers of adult supervisors throughout the period of hire as specified by Lambeth Council. The hirer must also take reasonable precautions in order to prevent overcrowding and unauthorised access of the public, and to ensure the safety of children at all times.

5. No alterations to the structure or fabric of the building or its furnishings, fittings or grounds may be made by the hirer under any circumstances. It is prohibited to affix any materials to the walls or furnishings of Brixton Windmill Centre. Any damage will incur additional charges.
6. **Waste Removal.** The hirer is responsible for clearing away all event debris and litter from the event. This includes ensuring they have adequate refuse and recycling bags for use. All rubbish and recycling must be removed from the venue at the end of the hire period. Rubbish **must not** be placed into bins in the park.
7. FoWG reserve the right to escort any unruly guest from the premises or take any action deemed necessary and appropriate to protect the premises, contents or staff in the event of being threatened in any way by the actions of the hirer, their guests, caterers or contractors.
8. If FoWG are required to cancel a booking due to necessary construction or maintenance works, the hire charge, security deposit, and any monies paid to FoWG for that booking will be repaid in full. However, any associated costs incurred by the hirer will not be compensated.
9. No synthetic confetti, rice, helium balloons, candles, party poppers, spray string or fireworks of any kind are permitted either within Brixton Windmill Centre, Brixton Windmill or their surroundings.
10. Candles and naked flames are **not permitted** on the premises. This includes cooking equipment with gas or naked flames.
11. No animals (with the exception of guide/assistance dogs) are to be brought into Brixton Windmill Centre or Brixton Windmill.
12. It is illegal to smoke within any public building and strongly discouraged within Lambeth open public spaces and parks. No smoking is to take place at Brixton Windmill Centre or Brixton Windmill. This includes the use of e-cigarettes and vaping.
13. The capacity of Brixton Windmill Centre is a maximum of 60 people. This includes staff, volunteers and those assisting with the hire as well as the total number of guests. 13. Where a function takes place during the event, guests must vacate the premises and Windmill Gardens park by 9:30pm.
14. Live music must cease by 9pm in line with our licence.
15. All marquee and hire activity in the grounds of Windmill Gardens must be applied for by the hirer in advance to Lambeth Council with a Temporary Event Notice.
16. The grounds of Windmill Gardens are open to the public during daylight hours, and this access cannot be restricted by any hire activity unless agreed within a Temporary Event Notice.
17. All activities taking place in Brixton Windmill Centre must be in line with the core values and objectives of Friends of Windmill Gardens, including but not limited to ensuring access to all, with no discrimination on grounds of race, ethnicity, gender, age or otherwise.
18. FoWG will have the right to stop any performance, dance or other function which we consider to be of an objectionable nature. It shall be for us to decide whether something is of an objectionable character.
19. FoWG shall be entitled to prevent you from bringing into Brixton Windmill Centre, Brixton Windmill or Windmill Gardens or displaying in the site any item that we

consider offensive.

20. Brixton Windmill Centre will not be available for public or private meetings with a political purpose or any other content which does not accord with FoWG values or is contrary to current advertising, sponsorship, equalities and prevention of terrorism legislation and regulations. To comply with the conditions of our lease, organised acts of religious worship will not be considered.
21. No gambling of any kind will be conducted within Brixton Windmill Centre, Brixton Windmill, or Windmill Gardens.
22. FoWG may refuse to allow any article or appliance which is considered to be dangerous or offensive to be brought into Brixton Windmill Centre or Brixton Windmill
23. It is strictly forbidden to bring into Brixton Windmill Centre, Brixton Windmill or Windmill Gardens any banned drugs or other illegal substances or so called "legal highs" and the hirer must take all reasonable steps to prevent such consumption. Failure to comply will result in the event being shut down and the police being called.

## **Catering Guidelines**

1. Hirers may bring in food and drinks, including alcohol. Hirers must not sell alcohol.
2. The hirer must pass on the contact name, telephone number and email address of any caterers they engage to FoWG staff in advance of the hire period.
3. Caterers should be able to provide a high level of food hygiene rating as recognised by the local authority.
4. The kitchen facilities include a baking oven, commercial three-minute cycle dishwasher, fridge-freezer, and sink, all of which are available for use by the hirers.
5. All equipment, crockery and cutlery used by the hirer and caterers must be left in the same clean and stored state at the end of the function as at the start of the function.
6. The catering equipment must be used in a safe manner and in line with the manufacturer's instructions. It is recommended that caterers hosting a full sit-down meal visit the venue prior to the function to acquaint themselves with the layout and equipment needed.
7. There is very little storage available at Brixton Windmill Centre; it is therefore preferable that the caterer brings everything on the day and removes it immediately afterwards.
8. The hirer / caterer must responsibly remove all rubbish and recycling at the end of the event. Brixton Windmill Centre has no facility for removing rubbish or recycling. Rubbish must not be placed into park bins.
9. The kitchen should be cleaned before the hirer/caterer vacates the premises.
10. Hirers are responsible for ensuring that fire exits are not blocked. Hirers are responsible for ensuring they are aware of fire exits, fire assembly points and the location of fire extinguishers.
11. Preparation must be carried out within the hire time unless extra time has been included in the booking. Clearing up must be completed within the hire time or an extra charge will be incurred.
12. Hirers may not sell alcohol within Brixton Windmill Centre or Brixton Windmill.
13. Any particular catering requirements should be discussed with FoWG prior to the event.

## **Facilities**

1. Brixton Windmill Centre lavatories are available for the use of hirers and their guests.
2. Brixton Windmill Centre is fully accessible and has a disabled lavatory.
3. The office and storage spaces are out of bounds unless otherwise arranged.
4. Use of electrical appliances is permitted but the hirer must ensure that the equipment is PAT tested and safe.
5. Access to Brixton Windmill Centre's public Wifi is available for hirers and guests but must be used in accordance with fair use and appropriate internet activity.

## **Access and parking**

1. Windmill Gardens and Brixton Windmill Centre is fully accessible. Level Access to Brixton Windmill is only available at ground floor level.
2. Vehicle access to Windmill Gardens, Brixton Windmill Centre and Brixton Windmill is extremely limited. Any equipment drop off via Blenheim Gardens should be discussed with FoWG in advance.
3. There is no on-site parking. There is limited on-street parking on surrounding roads but from Monday to Friday 8.30am to 6.30pm you have to pay parking charges as signposted unless you have a valid permit. Parking at other times is free. If you are using a satnav, the postcode is SW2 5DA.
4. Brixton Windmill Centre is situated in a residential area; guests and hirers are requested to leave the premises as quietly as possible.

**Please note these Terms and Conditions are subject change.**