



Terms and Conditions of Hire

All Hall bookings are subject to the following Terms and Conditions of Hire. By signing the booking form, you (the Hirer) have entered into a contract with Exeter Street Community Hall Ltd, owners of the Hall, and agree to be bound by the Terms and Conditions below.

Exclusions

No exclusion will apply unless specifically granted in writing by the Manager.

Supervision of hire

- a) You must be 18 years old or over.
- b) It is your responsibility to ensure there are enough competent people, aged 18 or over, to provide adequate supervision throughout the hire period, to make sure that all requirements referred to in the Terms and Conditions and any licenses are complied with.
- c) You accept responsibility for being in charge and commit to being on the premises at all times during the hire period, ensuring that all Terms and Conditions under this agreement relating to supervision and management are met.
- d) You will, during the period of hire, be responsible for the supervision of the premises, the fabric and contents, their care and safety from damage however slight, or change of any sort, the behaviour of all people using the premises whatever their capacity, and proper supervision of car parking arrangements so as to avoid obstruction of the road and pavement.
- e) You are responsible for the security of your own property AND that of ESCH Ltd during the hire period
- f) You will not:
 - Use the premises for any other purpose other than that you described in the booking form. **Some activities are forbidden without the prior written authorisation of the Manager (read Appendix i.)**
 - Sub-hire the premises to anybody else
 - Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
 - Do anything or bring onto the premises anything, which may endanger property or people or invalidate any insurance policies.

You are responsible for ensuring:

- a) **NO DOGS** except guide dogs, are brought in the building, without written permission of the Manager
- b) No animals whatsoever enter the kitchen at any time
- c) **NO ILLEGAL SUBSTANCES** are allowed on the premises
- d) **NO SMOKING** in the building. A bin for smokers' waste can be found at the front of the building.
- e) No liquid propane (L P Gas) appliances or highly flammable substances are brought onto the premises
- f) Nothing that may endanger the premises or people is allowed to be brought into the Hall
- g) The **garden** is excluded from standard Hire and should not be entered

Managing Noise (extract from our Noise Policy)

- a) You are responsible for the assessment and control of noise at your event(s).
- b) After 9pm, any noise coming from the Hall should be so low that distinct tunes, lyrics, musical instruments or bass beats cannot be recognised beyond 5m from the front or rear of the building. At the ends of the building, sound should not be audible through walls into neighbouring premises.
- c) Keep doors and windows closed during performances of live and recorded music and/or after 9pm.
- d) Locate speakers etc. away from doors, windows and party walls



- e) Reduce volume and tempo for last 15 minutes of performance
- f) No amplified music after 10pm Sun-Thurs and 11pm Fri-Sat.
- g) No alcohol consumption is allowed outside the Hall. You must stop people from making noise outside the Hall.
- h) If we receive complaints about noise from neighbours, which we feel are justified, we will regard this as a serious breach of the Conditions and may withhold your deposit.**
- i) Any hire including the consumption of alcohol has to (i) obtain the advance agreement of the Manager, who will assess any public nuisance/safety or child protection risks, as required by Brighton & Hove City Council Licensing Policy 2016; and (ii) the hirer will provide a deposit of £200.**

Payment and Cancellation by You

- a) Private or One-Off Hirers:
 - Full payment must be made at least 28 days in advance of the hire date to secure the booking
 - Will be required to pay a £50 deposit
 - Must give 28 days' notice to cancel and receive a full refund. If you do not give 28 days' notice you may lose your advance payment. Any refund will be at the Manager's discretion.
- b) Regular Hirers
 - A payment equivalent to 4 weeks hire must be paid in advance.
 - Will be required to pay a £50 deposit
 - Must give 28 days' notice to cancel and receive a full refund. If you do not give 28 days' notice you may lose your advance payment. Any refund will be at the Manager's discretion.

Cancellation by ESCH LTD Ltd

- a) We reserve the right to cancel a booking if the Hall is:
 - Required for use as a Polling Station, for a Parliamentary or Local Government election or by-election, or Emergency shelter.
 - Unfit for the use intended by you (the hirer)
 - In need of essential repairs or maintenance.
- b) In any such case you will be entitled to a full refund of any deposit or hire fees already paid
- c) We will not be liable for any resulting indirect or consequential loss.

Right to Refuse an Application for a Booking

We reserve the right to refuse an application to use the Hall's facilities.

Insurance

The ESCH Ltd's insurance extends to cover hirers' liability (public liability) but there are exclusions. Commercial hirers must have their own public liability cover in force. Private hirers may be covered by their home contents policy.

Keys

- a) Keys must be collected before the hire period, by mutual agreement with the Manager.
- b) You agree to be responsible for the safekeeping of the keys at all times during the hire.
- c) Keys must be returned to the Manager as soon as possible within a maximum period of 7 days.
- d) Alternatively keys may be posted by hand to 7 Exeter Street.
- e) If you return the key late OR lose your key you will lose your deposit.
- f) If you are making a continuous booking, the Manager will provide you with a key that you may hold for the duration of the bookings. Keyholders will be required to complete a Keyholder Register and follow the ESCH Ltd Keyholder Policy.



Security

- a) During the hire period, you are responsible for the security of your own property and that of ESCH Ltd.
- b) You must not copy any keys loaned to you.
- c) You must not leave the keys unattended on the property.
- d) You must not leave the front door open. This is particularly important where you are running/hosting events for children.
- e) When you leave, you must check that:
 - All members of your group have left the building
 - Lights, heaters and electrical equipment are switched off
 - The windows and doors are locked.

Health and Safety

- a) You will comply with all conditions and regulations required by the Local Authority; the Licensing Authority, ESCH Ltd's Health and Safety Policy; Fire Safety Policy and Emergency Action Plan.
- b) The Manager will talk you through a Health and Safety Checklist as part of the booking procedure.
- c) Any Commercial Hirer or VSO must comply with the Children's Act and must undertake a Risk Assessment specifically for their activity and provide a copy before the 1st event. The Manager will provide a template for you to complete.
- d) Private Hirers must satisfy themselves that the activity they are running in the Hall is safe, and the Hall meets their safety requirements.

Accidents

- a) You must report all accidents and near misses to the Manager as soon as possible, and complete the relevant section in the Hall's Accident Book.
- b) Any failure of equipment, either belonging to the Hall, or that you bring in to the Hall, must also be reported to the Manager.
- c) In accordance with the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulation' 1995, certain types of accident or injury must be reported to the Health and Safety Executive (HSE). The Manager will help you to complete the relevant documentation on request.

Keeping People Safe

- a) You are responsible for the safety of everybody attending your event or activity. Where activities are attended by children under 18 years of age and/or adults unable to care for themselves, you are particularly responsible for their safety.
- b) Any Commercial or VSO must comply with the Children's Act legislation requiring them to ensure that "Paid and volunteer staff need to be aware of their responsibilities for safeguarding and promoting the welfare of children, how they should respond to child protection concerns and make a referral to local authority children's social care or the police if necessary".
- c) Any activity for children must be operated in accordance with guidelines available for those specific activities, including ensuring that only trusted people have contact with the children.
- d) Any Commercial Hirer or VSO must provide a copy of their Safeguarding Policy or may adopt our Safeguarding Policy.
- e) When running a private children's event, you should consider the recommended adult to child ratios at Appendix ii (a).
- f) When running an event the Hirer must ensure that the maximum capacity of the Hall is not exceeded during the event. The people limits are set out in Appendix ii (b)



Food Preparation

- a) You must observe all relevant food health and hygiene legislation and regulations if preparing, serving or selling food.
- b) All setting up and clearing away of food must be undertaken by you before leaving
- c) Waste must be disposed of in a responsible manner and no food waste whatsoever is to be left on the premises or placed in dustbins on the pavement outside the Hall. We recommend that food waste and rubbish should be removed by the Hirer for re-cycling and responsible disposal.
- d) We would advise that if catering arrangements are being undertaken by the hirer that they ensure no one handles food that has suffered from illness or sickness within three days of the event.
- e) We cannot guarantee the temperature of the fridge.
- f) Due to extraction limitations – no frying is allowed. This will set off the fire alarm and the Hall will need to be evacuated.

Alcohol and Entertainment

- a) You are responsible for complying with the conditions and regulations required by the Premises Licensing Act, particularly in connection with events which include sale of alcohol, public dancing or music, or stage plays, or films, or similar entertainment.
- b) ESCH Ltd has a premises licence. If you wish to make a booking that includes a licensable activity please discuss this with the Manager.
- c) Any hire including the consumption of alcohol has to (i) obtain the advance agreement of the Manager, who will assess any public nuisance/safety or child protection risks, as required by Brighton & Hove City Council Licensing Policy 2016; and (ii) the hirer will provide a deposit of £200.
- d) ESCH Ltd does not permit hirers to obtain a Temporary Events Notice.

Stored equipment

- a) We accept no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is excluded.
- b) All equipment and other property, other than that stored on the premises by written agreement must be removed at the end of each hiring or storage period.

Electrical Equipment

- a) We are responsible for the regular testing of electrical appliances belonging to the Hall.
- b) You are responsible for ensuring that any electrical appliances that are brought into the Hall by you are safe (including PAT testing if required) and are used in a safe manner.

Alterations to the Premises

No alterations or additions may be made to the premises, and no fixtures are to be installed (or placards, decorations, or other articles be attached) in any way to any part of the premises without the prior written approval of the Manager.

After the Hire Period

You are responsible at the end of the hire for ensuring that:

- Everything is left clean and tidy
- Rubbish is removed from the Hall and disposed of responsibly
- All equipment, chairs and tables have been returned to storage positions
- The premises are cleared of people, all lights and heaters are switched off
- Internal doors are closed and external doors and windows are locked securely
- Keys are returned to the Manager on time.

**Breakages**

- a) Breakages must be reported to the Manager immediately after the hire period.
- b) Breakages must be paid for and will be deducted from your deposit.
- c) If the cost of repair/replacement exceeds the deposit paid, you will be required to reimburse ESCH Ltd within 7 days.
- d) As directed by us, you will make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Access

You are responsible for ensuring that the Hall meets your requirements and the needs of people attending your event or activity, including those with disabilities or mobility issues.

Data Privacy Notice

Keeping your personal data safe is important to us. For further information please see our [Privacy Notice](#).



Appendix i. Activities which are Forbidden

The activities listed in the table below are not covered by ESCH Ltd's insurance. They are forbidden unless they are run by a professional service provider who can demonstrate their own insurance.

<ul style="list-style-type: none"> Abseiling Aerial activities of any kind American football or Australian football rules or Gaelic football or Rugby Archery Assault courses BMX Riding Climbing of any kind except children's play equipment Contact sports where players make body to body contact with each other Dry slope skiing Fire walking Use of fireworks including sparklers Football that is played in a league Go-carting Gymnastics Horse, pony or donkey riding Martial art or fighting sports of any kind Professional sport of any kind Racing or time trials other than on foot Weightlifting 	<ul style="list-style-type: none"> Activities that include the use of: Airborne lanterns Bicycles other than road bikes Cables or wires Elastic ropes Fireworks or other explosive items Ice skates Land, kite, or fly boards Motorised fairground rides Play inflatables other than bouncy castles Roller blades Roller skates Ropes (other than tug-of-war) Skateboards Sledges/toboggans Weaponry
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Appendix ii. Hall Capacity

(a) Recommended Adult:Child Ratios

Where a private children's event is being run, we recommend the following ratios of adults to children:

- 0-2 years old one adult to three children
- 2-3 years old one adult to four children
- 4-8 years old one adult to six children
- 9-12 years old one adult to eight children
- 13-18 years old one adult to ten children

(Source Safetynet.com 2013)

(b) Maximum capacity of people in the Hall

The maximum number of people permitted into the Hall depends upon the configuration of the Hall for each event. As required by the Fire Regulations the limit must not be exceeded. The limits are as follows:

- Standing only events with no furniture deployed within the Hall. Limit is 120 people
- Seated events within the Hall. Limit is 90 people.
- Events that deploy a mix of standing, seating and use of tables. Limit is 90 people.

The event organiser is responsible for ensuring the limits are not exceeded during the event.