



EDMUND KELL
UNITARIAN CHURCH • COMMUNITY HALL
BELLEVUE ROAD • SOUTHAMPTON

We are a compassionate and inclusive community,
encompassing diverse spiritual paths.
Our purpose is to help people meet their spiritual needs
while promoting social justice.

Edmund Kell Unitarian Hall Booking Terms & Conditions

Agreement Parties: Agreements made through the Hallmaster booking system are entered into on behalf of the board of Trustees of Edmund Kell Unitarian Church and Elizabeth Kell Community Hall (referred to as "the Hall") and pertain to the hire of premises, hereinafter referred to as "the Premises". All agreements are subject to these Terms and Conditions of Hire, hereinafter referred to as "the Hire Conditions".

Acceptance of Terms: Your booking implies acceptance of these Hire Conditions in their entirety.

Your agreement to these terms is essential for the successful completion of your booking. Should you have any questions or require clarification regarding these conditions, please do not hesitate to contact us.

Undertaking of the Hirer

The Hirer acknowledges and agrees to fully understand the hire conditions as set out below. Should there be any questions or need for clarification, the Hirer is encouraged to consult the hall lettings manager, who will gladly provide assistance.

Supervision by the hirer

The Hirer undertakes to ensure their presence or arrange for sufficient adult representatives throughout the hiring duration. These individuals must ensure compliance with the provisions and stipulations outlined in these Hire Conditions, as well as any relevant licenses. Furthermore, any representative acting on behalf of the hirer must be 18 years or older at the time of hiring. Please note that we do not accept hire requests from individuals under 18 years of age.

Responsibilities of the hirer

During the period of hire, the hirer shall assume the following responsibilities:

- **Familiarity and Compliance:** The hirer must familiarize themselves with and adhere to the instructions provided by the hall booking manager for the use of the hall. These instructions are automatically sent via email through the Hallmaster system to the email

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Southampton SO15 2AY
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used for booking. It is imperative to check your email for these instructions.

- **Security of Premises:** The hirer is responsible for ensuring that the premises are kept secure throughout the duration of the hire.
- **Non-disruption of Other Areas:** The hirer must ensure that the purpose and conduct of the hire do not disrupt the use of any other areas hired by other persons or the offices upstairs.
- **Cleanliness of Premises:** The hirer must leave the premises, including the entrance, kitchen, kitchen appliances, crockery, pots, pans, and toilets, clean and tidy. All rubbish must be placed into the supplied bins in the hall's kitchen or toilets.
- **Disposal of Rubbish:** Rubbish must not be left outside the building. If the bins inside the building are full after the hire, the hirer must bag all rubbish, tie it off, and leave it inside by the main front door for disposal by the cleaner.
- **Return of Equipment:** All equipment, chairs, and tables must be returned to their storage positions safely. Pictures are provided to indicate where the furniture belongs.
- **Clearing of Premises:** The hirer must ensure that the premises are cleared of people, all lights are switched off, and the building is secured, except for any facilities, room, or public area that is in use by another person's continuing hire.
- **Compliance with Health and Safety:** Any temporary fittings and fixtures must comply with Health and Safety guidance. In particular, decorations used must not pose a fire hazard.
- **Use of Decorating Materials:** Utilize the supplied command hooks in the building for decorating purposes. Alternatively, you may supply your own. Under no circumstances should pins be used, and only white tack is permitted on the walls.
- **Safety of Equipment and Appliances:** Any equipment or electrical appliances brought onto the premises must be certified safe and in good working order. These items should be used in accordance with safety guidelines and standards.
- **Restriction on Animals:** Animals, including birds, are not permitted within the building without prior written permission from the bookings manager. Furthermore, no animals are allowed in the kitchen at any time.
- **Prohibition of Certain Items:** Barbeques, LPG appliances, or highly flammable substances are strictly prohibited on the premises.

- **Respect for Residential Neighbours:** Recognize that the premises are located in a residential neighbourhood. Conduct yourselves accordingly while using the building and when leaving the premises.
- **Adherence to Bouncy Castle Policy:** Adhere to the hall's bouncy castle policy and ensure that the company providing the bouncy castle has appropriate public liability insurance and licenses. If uncertain, the hall can provide recommendations for reputable companies.
- **Smoking Regulations:** Smoking is permitted only in the designated area outside the hall front doors. Dispose of cigarette ends in the provided cigarette bin to avoid fines from city council wardens.
- **Furniture and Equipment Handling:** Do not interfere with or cover any vending machines or other building furniture. Furniture may be moved within the hired hall, but it must be returned to its original location as depicted in the provided pictures.
- **Fire Exit Accessibility:** Do not block any fire exits or walkways by moving furniture outside of the main halls. Additionally, refrain from interfering with the fire alarm, burglar alarm system, or CCTV in the building.
- **Child-Based Functions Responsibility:** For all child-based functions, it is the hirer's sole responsibility to obtain appropriate DBS checks, handle safeguarding policies, and ensure the safety of children in their care.

Booking Refusals

Booking Manager's Discretion: The hall booking manager reserves the right to refuse any booking for any reason deemed necessary.

Payment terms

The following payment terms apply:

- **Single Booking:** For a single booking, both payment and deposit are due before the event. Failure to make the deposit and payment within 2 weeks of the event will result in non-issuance of door access codes, and your event will be cancelled.
- **Series of Bookings:** For a series of bookings, payment is due at each event or just after. Invoices will be sent directly to you accordingly.

Deposit

A deposit is mandatory for all functions. This deposit will be refunded in full after the completion of your hire. The deposit must be paid via BACS payment only. The specific amount of the deposit will vary depending on the type of hire being applied for.

If the hired area is not left in an acceptable state, we reserve the right to make deductions from the deposit before it is returned. The hall will be inspected after every hire to assess its condition.

Fire Regulations

The Hirer shall:

As the hirer, it is your responsibility to adhere to the following fire safety measures:

- **Prompt Action in Case of Fire:** Ensure that the Fire Brigade is promptly called to any outbreak of fire, no matter how minor. Additionally, provide all pertinent details to the bookings manager.
- **Clearing Fire Exits:** Keep all fire exits in the booked hall clear at all times to facilitate swift evacuation in case of emergency.
- **Unobstructed Lobby and Foyer Entrances:** Ensure that entrances to the relevant hall lobby and foyer areas are not blocked to maintain unimpeded access.
- **Evacuation Meeting Point:** Acknowledge that the designated Evacuation Meeting Point is located outside the Alexandra Pub, adjacent to the opposite side of our main entrance. No individual may re-enter the Hall without permission from the Fire Brigade.

Use of Premises

- **Sub-letting or Unauthorized Use:** Subletting the premises or using them for any purpose other than that specified in your booking application is not permitted.
- **Unlawful Use:** Using the premises or allowing them to be used for any unlawful purpose is strictly prohibited.
- **Endangerment of Premises:** Bringing onto the premises anything or engaging in any activity that may endanger the premises or invalidate any insurance policies is not allowed.
- **Drug Use:** The use of drugs on the premises is strictly prohibited.

- **Smoking or Vaping:** Smoking or vaping is not allowed within the premises.

Parking Terms and Conditions

Please be advised of the following terms regarding parking:

- **Vehicle Parking:** Vehicles are parked at the owner's risk while on the premises.
- **Parking Costs:** The hirer is responsible for covering all parking costs associated with their use of the premises.
- **Parking Facility:** There is a multi-story car park located approximately a 5-minute walk from the hall. The car park is council-run and offers affordable rates. Details are as follows:
 1. Location: Bedford Place Multi-Story
 2. Parking Rates (Monday to Saturday):
 1. 2 Hours: £2.80
 2. 3 Hours: £3.70
 3. 4 Hours: £4.60
 4. 5 Hours: £5.50
 5. 10 Hours: £9.00
 6. Evening Charges (Monday to Saturday, 6pm-12am): Flat Rate of £2.00

Please ensure compliance with these parking terms and utilize the designated parking facility provided for your convenience. Should you have any questions or require further information regarding parking arrangements, feel free to reach out to us.

Responsibilities Regarding Premises License and Alcohol Service

The hirer is accountable for the following responsibilities related to premises license and alcohol service:

- **Compliance with Premises License:** Ensure adherence to the terms of the Premises License granted to the hall, including permitted hours for licensable activities such as serving alcohol or playing live or recorded music.
- **Temporary Event Notice (TENS) for Alcohol Sale:** While the venue is licensed to serve alcohol, if you intend to sell alcohol on our premises, you must apply for a Temporary Event Notice (TENS) license. Further details regarding TENS licensing can be found at: <https://scccrportal.southampton.gov.uk/services/temporary-event-notice>

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- **Age Restriction for Alcohol Service:** Ensure that alcohol is not served to any individual under the age of 18 years.
- **Noise Control:** Take measures to prevent excessive noise, especially during late hours or early mornings. Minimize noise disturbances caused by attendees during arrival or departure.

The Hirer shall ensure that the users:

It is the responsibility of the hirer to ensure that all users adhere to the following regulations:

- **Compliance with Gaming, Betting, and Lottery Laws:** Users must not violate any laws concerning gaming, betting, or lotteries while on the premises.
- **Adherence to Licensing Act Conditions:** Users must comply with all conditions and regulations stipulated by the Licensing Act. This is especially important for events involving public dancing, music, stage plays, films, or similar entertainment held at the premises.
- **Potential Legal Consequences:** Failure to comply with these regulations may result in prosecution by the local authority.

Please note the following regarding the PRS license for the hall:

- **Coverage for All Users:** The hall holds a Performing Rights Society (PRS) license, which provides coverage for all users of the premises.

Compliance with Legislation Regarding Children or Vulnerable Adults

In accordance with relevant legislation concerning children or vulnerable adults, please be aware of the following conditions:

- **Safeguarding Policy Requirement:** For all bookings involving children or vulnerable adults, except private parties where the hirer is a family member, the hirer must have their own safeguarding policy in place. Additionally, individuals working with young people or vulnerable adults must possess a current DBS certificate.
- **Compliance with Legislation:** The hirer must ensure that any activities involving children or vulnerable adults at the premises comply with current legislation. This includes ensuring that only suitable individuals have access to children or vulnerable adults. The responsibility for implementing Child Protection Policies lies with the hirer.

Indemnity

The hirer shall indemnify and hold harmless each member of the hall committee, as well as their employees, volunteers, agents, and invitees, against the following:

- **Cost of Repair:** The hirer shall cover the expenses associated with repairing any damage inflicted upon any part of the premises, including its curtilage, or the contents therein.
- **Legal Actions and Claims:** Indemnification against all actions, claims, and costs of legal proceedings arising from any breach of the hall's conditions by the hirer.
- **Damages and Injuries:** All claims related to damages, including loss of property or injury to individuals, arising from the hirer's use of the premises, including the storage of equipment.
- **Repair Responsibilities:** Upon direction from the booking manager, the hirer shall promptly address and bear the costs of any damage, including accidental damage, to the premises, fixtures, fittings, or contents, as well as for any loss of contents.

Third Party Insurance Responsibility

It is the responsibility of the hirer to ensure that any third party, such as a catering company or equipment operator (e.g., bouncy castles), hired to bring equipment onto the premises, possesses relevant and appropriate insurance. This insurance must include public liability coverage.

- **Insurance Verification:** The hirer must verify that the third party has sufficient insurance coverage, particularly public liability insurance, before allowing them to operate on the premises.
- **Preferred Suppliers:** If uncertain about insurance requirements or in need of assistance, the hirer can request a list of preferred suppliers from us. These suppliers are known to have the necessary insurance coverage and can be contacted directly.
- **Business Operations:** If the hirer is conducting business activities, they are responsible for obtaining relevant and appropriate insurance coverage, including public liability insurance, to protect against any potential liabilities.

Accident Report and Equipment Failure: It is imperative that the hirer adheres to the following guidelines regarding accidents and equipment failures:

- **Accident Reporting:** In the event of any accidents resulting in injury to the public, the hirer must immediately report the incident to an authorised representative of the Hall. Subsequently, the hirer must complete the relevant section in the hall's accident book.
- **First Aid and Medical Assistance:** The hirer is responsible for ensuring that appropriate medical assistance is sought promptly following any accidents. A first aid box and book are available in the kitchen for immediate response to minor injuries or emergencies.~
- **Equipment Failure:** Any malfunction or failure of equipment, whether it belongs to the hall or is brought in by the hirer, must be reported as soon as possible to the relevant authorities.

Storage and Key Deposit

- **Storage Facilities:** The hall may offer storage space, including lockers, to regular users upon request.
- **Key Deposit:** A deposit may be charged for the use of a key to access these storage spaces.
- **Ownership of Keys:** Keys provided for accessing storage spaces remain the property of the hall. Upon request, these keys must be returned to the hall.
- **Storage Fees:** The hall reserves the right to charge a fee of £10 per week for the use of storage space. This fee reflects the premium nature of the storage space and the demand for such facilities.
- **Liability:** The hall accepts no responsibility for any items stored within these facilities. All liability for loss or damage to stored equipment or property is hereby excluded.
- **Removal of Property:** Any equipment or property stored on the premises must be removed at the end of each hiring or storage period.
- **Disposal of Items:** If stored items are not removed within 7 days of the agreed storage period, the hall reserves the right to dispose of these items at its discretion. This may include sale or disposal on terms determined by the hall.
- **Storage Fees and Costs:** The hirer may be liable for daily storage fees and any costs incurred by the hall in storing, selling, or disposing of stored items.

Decoration and Alteration Guidelines

The following guidelines outline the rules regarding decorations and alterations to the premises:

- **Decoration Placement:** Decorations may be hung on the ceiling and other designated areas. However, the use of tape is prohibited as it can damage the paintwork.
- **Prior Approval Required:** No alterations, additions, fixtures, placards, or other articles may be attached to any part of the premises without prior written approval from the booking manager.
- **Approval Conditions:** Any alterations, fixtures, or fittings approved by the booking manager shall be at the discretion of the hall. Approved items may either remain in the premises at the end of the hiring and become the property of the hall or be removed by the hirer.
- **Damage Responsibility:** The hirer is responsible for making good any damage caused to the premises by the removal of approved alterations, fixtures, or fittings to the satisfaction of the hall.

Regular Booking Interruption Policy

In certain circumstances, the hall reserves the right to interrupt regular weekly bookings as follows:

- **Cancellation for One-Off Bookings:** The hall may cancel all or part of certain regular weekly bookings to accommodate one-off bookings.
- **Frequency of Cancellations:** Cancellations for one-off bookings shall not occur more than once a month.
- **Notice Period:** The hall shall provide at least four weeks' notice of any cancellation affecting regular weekly bookings.
- **Designated Unavailable Evening:** The hall may nominate a specified weekday evening as unavailable for regular weekly bookings to prioritize monthly or less frequent bookings.

Cancellation by the booking manager

The booking manager reserves the right to cancel a hiring by written notice to the hirer in the event of a national emergency or similar force majeure situation that requires the premises to be closed, or if the premises are required for use as a polling station for a parliamentary or local government election, by-election, or referendum, or if the booking manager reasonably considers that:

- Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or the premises have become unfit for the use intended by the hirer.

In any such case, the hirer shall be entitled to a refund of any deposit or hire fees already paid, but the hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Key Holding

The following terms and conditions apply to individuals who are key holders to the hall or premises, or who have access to the keys in the key box:

- **Responsibility for Keys:** As a key holder, you assume full responsibility for the keys entrusted to you. In the event of key loss, you acknowledge that replacement costs amounting to £120.00 will be incurred, as these keys are specialized and require specific replacements.
- **Key Agreement for Regular Holders:** If you hold keys on a regular basis, you are required to formalize your responsibility by signing a key agreement with us. We will initiate contact to discuss the terms and conditions of this agreement, as applicable to your status.
- **Prohibition on Key Duplication:** You are strictly prohibited from attempting to duplicate these keys under any circumstances. Furthermore, you are not permitted to grant access to the keys to any individual other than yourself.
- **Sole Responsibility:** The keys issued to you are solely your responsibility. In the event of loss, damage, or any other issues pertaining to the keys, you will be held liable for any associated costs or consequences.

Public Health

The hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

Acceptance

I acknowledge that these Terms and Conditions were provided to me during the booking process. By proceeding with the booking, I acknowledge and accept these terms and conditions, thereby establishing a legally binding contract with Edmund Kell Unitarian Church and Elizabeth Kell Community Hall.

I affirm that I have thoroughly reviewed and comprehended the aforementioned terms and conditions of hire.

I certify that I am at least 18 years of age and possess the legal capacity to enter into this agreement with Edmund Kell Unitarian Church and Elizabeth Kell Community Hall.

I have availed myself of the opportunity to seek clarification from the booking manager prior to digitally signing this agreement.

I understand that these conditions may be subject to periodic updates. In the event of dissatisfaction with any revised terms and conditions, I retain the right to cancel my booking without incurring any penalties.

Signed on behalf of Edmund Kell Unitarian Church & Elizabeth Kell Community Hall

A handwritten signature in black ink, consisting of a stylized initial 'E' followed by a long horizontal stroke.