

TERMS AND CONDITIONS OF YOUR HIRE

Brady Arts & Community Centre
192-196 Hanbury Street, London, E1 5HU



The individual responsible for hiring our venue must agree to the **Terms and Conditions of Hire** as set out below, before a booking is confirmed.

The venue **Terms and Conditions of Hire** are provided in addition to the **Tower Hamlets Venue Hire Policy** which are there to provide clear guidance on authorised hire and use of venues owned by the council.

You can [download and view the Tower Hamlets Venue Hire Policy here](#).

If you have any questions about the Terms and Conditions or any need support, please contact us via email on Brady@towerhamlets.gov.uk or by telephoning **020 7364 7900**

CONDITIONS OF HIRE

1. APPLICATIONS

- 1.1 The person signing the booking form shall be the Hirer who shall be over 18 years of age and is responsible for adhering to these Conditions of Hire.
- 1.2 Even where the Hirer is hiring the Premises in their capacity as representative for an organisation, they are liable for ensuring compliance with these Conditions of Hire
- 1.3 Every application for the use or hire of the Premises is to be made in writing on a booking form obtainable by emailing Brady@towerhamlets.gov.uk
- 1.4 Council officers are not able to make or sign the booking form on behalf of any organisation or individual.
- 1.5 The Hirer shall inform the Council of the precise nature of the functions for which the Premises are to be hired and the names of any organisation(s) group(s) or individual(s) who may participate in and benefit from the hiring of the Premises (either directly or indirectly) at least 21 days prior to the event. If this information is unreasonably withheld for any such reasons then, the Council may terminate the booking with immediate effect
- 1.6 The Hirer shall not under any circumstances display at the Premises or any part thereof any advertisement or publicity material without first having obtained the Council's written consent. If consent is granted, then all such

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- publicity shall bear the name and contact address and telephone number of the Hirer.
- 1.7 No copyright dramatic or musical shall be performed unless licensed by the owner of the copyright.
 - 1.8 The Premises will not be available for public meetings with political, religious, or any other content where the matters for discussion are, in the Council's opinion, obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way or which may breach community cohesion. In order to make informed judgements, the Council reserves the right to ask for an agenda to be made available at least 21 days before the scheduled date of the meeting. The Hirer will also provide details of any speakers or performers at least 21 days prior to the event. If this information is not forthcoming, the Council will refuse/cancel the booking.
 - 1.9 In the case of omissions or mis-statement in the form of the application as to the nature of the engagement, meeting or other purpose for which the premises are required, the hire of the Premises may be cancelled immediately at any time by the Council, by notice by email being given to the Hirer, and any charges that the Hirer has paid shall be forfeited.
 - 1.10 Applications for booking[s] must be received not less than 14 days before the date on which the hire is required. In case of emergency, the Council will however consider making exceptions to this condition.
 - 1.11 The right to refuse to hire the Premises and to terminate any booking for **any reason** is reserved by the Council. This right is delegated to the Centre Manager (or a nominated representative) whose identity shall be notified to the Hirer. The right to terminate the booking and cancel the hiring can be carried out at any time whatsoever including during the event itself.

2. HIRING SESSIONS

- 2.0 The hours booked must include time taken to set up events, and time taken to clear up and return the space to the Centre 'as found'.
- 2.1 All concerts, performances and social functions shall terminate no later than **11.00pm** in line with the premises licence.
- 2.2 The Hirer shall on conclusion of the hiring, ensure that the Premises are left clean and in good order and returned to 'as found' with all furniture returned and rubbish cleared away.

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- 2.3 Larger scale events may incur an additional cleaning fee which will be presented in the initial quoting stage.
- 2.4 Any delay in leaving the premises after the hours booked will result in an additional charge based on the private hire hourly rate.
- 2.5 The Council reserves the right to charge a sum to meet the costs of any damage, breakages or cleaning considered necessary, resulting from the hire.

3. ACCOMMODATION

- 3.1 The Hirer will comply with the Capacities (detailed below) and any other requirements provided with these Conditions. Overcrowding is strictly prohibited, and it is the responsibility of the Hirer to ensure that these numbers are not exceeded. The Hirer is responsible for all Health and Safety issues in connection with the Premises and must comply with all relevant legislation and regulations in respect thereof.

Maximum capacity of spaces:

SPACE	MAXIMUM CAPACITY
Main Hall	100
Studio Theatre	115
Side Hall	60
Main + Side Hall	160

- 3.2 All rooms must be returned to a clean and tidy state 'as found' before the end of the hire agreement. It is the responsibility of the hirer to remove any rubbish and return all tables, chairs and relevant equipment.
- 3.3 Larger scale events will incur an additional cleaning fee which will be presented at the quoting stage.

4. HIRER TO COMPLY WITH ALL RELEVANT LAW

- 4.1 The Hirer undertakes strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Council and any Insurance Company with which the Premises are insured against fire, or otherwise and to indemnify the Council, its officers and servants from all penalties, damages or costs which they may incur in consequence of any

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breach or default in complying with any statutory provisions, regulations or conditions.

- 4.2 The Hirer shall comply with all statutory regulations and enactments relating directly or indirectly to the hire of the Premises.

5. PREVENTION OF USE OF ACCOMMODATION THROUGH FORCE MAJEURE

- 5.1 The Council does not accept liability or responsibility for any alteration, delay or cancellation caused by industrial dispute, fire, sickness, bad weather, civic strike, terrorist activity, acts of any governmental or public authority, threat of war, natural disaster, act of God or other circumstance amounting to 'force majeure.'
- 5.2 The Council will however, in such cases, return the charges paid by the Hirer. No responsibility will be accepted, or compensation made in event of loss or damage being suffered by the Hirer on account of a temporary failure of the lighting or heating arrangements, or any other cause whatsoever.

6. RIGHT OF ENTRY

- 6.1 The Council reserves the right for representatives of the Council, the Centre Manager, the police and other Council officers as may be authorised from time to time, the right of entry at all times to the Premises even during the course of an event. Instructions must be given by the Hirer to any stewards so that such admission is promptly permitted.

7. GENERAL CONDITIONS

- 7.1 The Hirer must comply with the following conditions:
- (a) The Hirer shall not under any circumstances use the Premises to further the purposes of any organisation(s), group(s) or individual(s) whose objectives are in the Council's opinion, detrimental to the promotion of equal opportunity for all, and good race relations between, people who have a disability and people of different sexual orientation, age, nationality, race, religion or ethnic or national origin,

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or which otherwise conflict with the statutory duties of the Council. The Council has the right to terminate immediately the hiring of the Premises at any time whatsoever, if the Hirer breaches, or if the Council anticipates that any conditions within this clause may be breached.

- (b) Any material advertising events at the Premises must carry the name, and contact address and telephone number of the Hirer.
- (c) The Centre Manager may refuse to allow to be brought onto the Premises, any article or appliance which they consider to be dangerous or offensive
- (d) Consideration must be given to the floor surfaces and the walls in the building and the possibility of damage to them. It is a requirement that each part of the Premises including kitchens and cloakrooms are left in the same order and state as they were in at the commencement of the hire period.
- (e) No gambling of any kind will be conducted on the premises without the prior written consent of the Centre Manager
- (f) Gratuities must not be offered to any Council officer.
- (g) No smoking is permitted at any time in any part of the Premises (including the Garden).
- (h) No animals (save for guide dogs) are to be brought onto the Premises.
- (i) No alcohol is permitted on the Premises without the prior written consent of the Centre Manager. Where such consent is given the Hirer is solely responsible for obtaining temporary events notice and for ensuring that the terms of any notice and the law relating to the consumption of alcohol are not contravened.
- (j) The temporary events notice shall be provided to the Centre Manager at least 2 working days prior to the start of the event and if this is not provided, then no alcohol will be permitted.
- (k) It is strictly forbidden for persons under the age of 18 to consume alcohol on the Premises.
- (l) It is strictly forbidden to bring onto the Premises any drugs

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or other illegal substances.

- 7.2 The council will assess applications to ensure they are in accordance with existing priorities, commitments, policy and booking conditions and will balance decisions for venue hire on factors including equalities, cohesion, human rights, regulation and legislation. The council reserves the right to ask for additional information about bookings and also reserves the right to refuse to hire a council venue and to terminate any booking if it determines this appropriate.

8. COMPLAINTS

- 8.1 Any complaint regarding any of the arrangements connected with a hiring must be made in writing **within 48 hours** of such a complaint arising.
- 8.2 Complaints regarding operational matters should be made to the Centre Manager and complaints regarding all other matters such as the actual hiring and conduct of Council staff should be made to the Head of Arts, Parks and Events

9. COMPLIANCE WITH CONDITIONS

- 9.1 If the Hirer or any persons under the Hirer's control should refuse or fail to comply with any of the conditions or regulations or with any instructions conveyed to him/her from the Centre Manager or his authorised officer on behalf of the Council, the Hirer, his/her servants and agents may be excluded from the use of the Premises until the same are complied with, without prejudice to any of the obligations and responsibilities of the Hirer under the contract or agreement with the Council.
- 9.2 No amendment to these Conditions of Hire shall be valid and of effect unless it is evidenced in writing and signed by the Centre Manager and the Hirer whereupon the amendment shall be incorporated into the Conditions of Hire from the date of signing.

10. CHARGES

- 10.1 The charges for hiring shall be in accordance with the scale of charges for the time being approved by the Council and provided to the Hirer.

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- 10.2 Charges and fees will be provided at time of booking and enquiry and can be requested by email to Brady@towerhamlets.gov.uk
- 10.3 Any bookings that exceed their agreed booking time will be charged the hourly Private rate
- 10.4 Notice of cancellation is required at least 21 days prior to the event. Should the Hirer give less than 21 days' notice, the deposit will be forfeited.

11. REFUNDABLE DEPOSIT

- 11.1 A deposit is required for all events details of which have been provided to the Hirer. This is fully refundable (subject to clauses 14.2 and 14.3), and subject to the Hirer leaving the Premises clean and in good order and returning the spaces to 'as found'. In the case of re-occurring or block bookings, the deposit will be transferred to subsequent lettings.
- 11.2 The Council reserves the right to deduct from that deposit any sum to meet the costs of any damage, breakages or cleaning considered necessary, resulting from the hire.

12. NOISE NUISANCE/ ENVIRONMENT

Our buildings are in residential areas and noise must be limited to an acceptable level, both during your hires and whilst leaving the centre.

In addition, our centres are multipurpose buildings, and any activity must not disturb others using the centre's services.

All doors must be closed when any activity has an increased level of sound. The Studio Theatre doors must remain closed at all times as it is located directly next to a residential estate.

- 12.1 All amplified sound and sound from live performance (including singing, live music and instruments) must be terminated by **10.45pm**
- 12.2 The Hirer shall take all practicable steps to prevent any guests or other persons attending the event from causing nuisance or annoyance to local residents and in particular:

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- (a) shall reduce any noise generated inside the building if instructed to do so by the person on duty, environmental health officer or police.
- (b) shall instruct all persons attending the event to keep the noise down after leaving the premises and, in particular not to shout, sing, slam car doors, rev engines within 200 yards of the Premises or anything which is likely to cause a disturbance to nearby residents and people passing nearby.
- (c) Ensure that the local area around Hanbury Street is not impacted by the event by blocking pathways, illegal parking and heavy traffic.

13. TRANSFER OF HIRE

- 13.1 The Hirer shall not transfer or seek to transfer their rights or responsibilities to any other individual or organisation whatsoever, and in doing so, the hiring agreement will be cancelled and the charges forfeited.

14. CANCELLED ENGAGEMENTS

**SUMMARY:
21 days' notice must be given in writing for all cancellations.**

- 14.1 Every request to cancel a hiring must be in writing and delivered to the Centre Manager by emailing brady@towerhamlets.gov.uk
- 14.2 Notice of cancellation is required 21 days before the event start date, should the hirer give less than the 21 days' notice required the deposit shall be forfeited
- 14.3 The Premises shall only be used for such purposes as the Council shall approve and the Council reserves to itself the right to cancel any engagement immediately which, in its opinion is in breach of condition 7 (1) or is considered otherwise undesirable. In such circumstances, the fees paid will be returned to the Hirer, but the Hirer shall not be entitled to compensation for any costs, claims, loss, damage or inconvenience he may suffer as a result of the cancellation. The Council will also retain any deposit paid by the Hirer.

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- 14.4 The Council reserves to itself the right to deduct from any deposit paid, a sum to cover administrative charges, to cancel any hiring by notice in writing addressed to the Hirer at his/her address shown on the application form, should the accommodation be required for any local government or parliamentary election or for any other official or public purpose; or for any reason whatsoever. Any fees paid will be returned but the Hirer shall not be entitled to compensation for any costs, claims, loss, damage or inconvenience he may suffer as a result of the cancellation.

15. STEWARDS AND SECURITY

- 15.1 Should any hire, that does not include security, be deemed to require professional stewarding or security then this will be provided by the council's contractors, with costs borne by hirer in addition to the hire charge and will be quoted for at the initial booking stage.
- 15.2 It is the responsibility of the hirer to ensure that guests or attendees do not exceed the maximum capacities as illustrated in 3.1
- 15.3 Any public performance exceeding 100 persons will incur a default security charge that will be quoted at the time of booking

16. CLOAKROOMS

- 16.1 There are no cloakrooms provided at the venue

17. CATERING

- 17.1 The Hirer may apply for a temporary event notice under the Licensing Act 1963 for functions subject to the written agreement of the Centre Manager. A copy of the notice must be sent to the Centre Manager at least seven (7) days before the date of the function. The Hirer shall use the kitchen facilities in accordance with any guidelines for their use which shall have been provided to the Hirer
- 17.2 No food or drink is permitted in the Studio Theatre and only the Main and Side Hall is suitable for events with food and drink.

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- 17.3 It is the responsibility of the hirer to clean, and clear away rubbish, food waste and anything resulting from the provision of catering within the hire times the venue has been booked.

18. FITTINGS

- 18.1 No alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the Premises except with the prior written consent of the Council. No nails, tacks, blue tack, screws etc shall be driven into any of the walls, floors ceiling, furniture fittings and the fabric, fixture and furnishings shall not be interfered with in any way whatsoever without the written permission of the Centre Manager
- 18.2 No attempt shall be made by the hirer to move, or adjust the seating system in the Studio Theatre

19. EQUIPMENT

- 19.1 Any electrical equipment brought into the Premises must have PAT pass certificates or will not be permitted to be used on the premises
- 19.2 Any staging, set or construction brought into the premises must be risk assessed by a competent authority with the relevant risk assessments provided by email to Brady@towerhamlets.gov.uk before being brought into the premises
- 19.3 Where necessary, all relevant insurance documents must be provided to the Centre Manager via email to brady@towerhamlets.gov.uk

20. DAMAGE, LOSS OF PROPERTY, ACCIDENTS

- 20.1 The Hirer agrees to pay the Council on demand, the cost of making good any damage to the building, goods and chattels, apparatus or appliances either of the Council or any other persons during the period of, or arising from or in connection with, the hiring.
- 20.2 The Council, in its discretion, may require any Hirer to insure with a responsible insurance company against the aforementioned risks and require the said Hirer to produce on demand the insurance policy and official receipt of the insurance company.

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20.3 The Hirer will indemnify and hold the Council harmless in respect of any loss, theft or damage to any goods or property of the Hirer or any other person, left in or about the accommodation or deposited with any office or servant of the Council.

20.4 The Hirer will indemnify the Council, its officers and its servants against all accidents, expenses, claims, damages, penalties and demands arising out of or in any way connected with the hiring, or any accident or loss, however caused, which may happen to or be sustained by reason thereof or in connection therewith.

21. COPY OF PROGRAMME

21.1 The Hirer shall furnish the Centre Manager, within 14 days before the start of the hiring period, a detailed copy of the programme, any advertising material or other particulars of any concert, exhibition, theatrical performance, entertainment or meeting to be given or promoted by the Hirer and, if the same is not approved by the Centre Manager, the latter may cancel the hiring agreement.

22. STAGE SCENERY

22.1 Artificial floral decorations, curtains, scenery etc. must be rendered fireproof to conform with the regulations of the licensing Authority and must not be used without the consent of the Council.

23. BROADCASTING

23.1 Prior written permission must be sought from the Centre Manager and the Council's Corporate Communications section if the Hirer wants to record or film an event or part therefore.

23.2 Where permission is granted above, the Hirer will be responsible for obtaining all licences and payment of any royalties to the Performing Rights Society and Phonographic Performance Limited as appropriate.

24. CHILDREN

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- 24.1 If the Hirer intends to provide entertainment for children they must comply with the following provisions.
- (a) The Hirer must provide adult supervisors throughout the period of hire (minimum number of supervisors to be specified by the Council)
 - (b) the Hirer must ensure that the adult supervisors have been instructed and understand their duties, namely:
 - (i) to prevent more persons entering the Premises than the maximum number as stated in the capacity limits.
 - (ii) to control the movement of people within the Premises to prevent dangerous or potentially dangerous congestion
 - (iii) to have in place a system for stationing the supervisors where directed by the Council.
 - (c) To take all reasonable precautions to ensure the safety of children.
- 24.2 If the Hirer fails to carry out the above conditions, he may be liable for prosecution under section 12 of the Children and Young Persons Act 1933.
- 24.3 If the Hirer intends to involve children in an entertainment during the period of hire he shall observe the Children (Performances) Regulations 1968 and Tower Hamlets Council Byelaws relating to the employment of children.
- 24.4 For Hirers who wish to organise activities for young persons under the age of 18 years (except those events which are of a private family nature) the Hirer must be fully aware of their responsibilities for protecting children under his control. This involves the Hirer having safe and sound policies in respect of Child Protection in place which must comply with the Council's Child Protection Policy/ which can be accessed through the Council's website. Failure to provide a bona fide response to a request for Child Protection information may lead to the booking being rejected
- 24.5 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to such children].

GENERAL

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The council reserves the right to vary, update and amend any of these terms and conditions from time to time. Such changes subject to all or any circumstances the council make proportionate effort that it and these shall not materially adversely impact on the provisions of this hire.