

LIGHTHOUSE

Lighthouse Venue Hire - Terms & Conditions

1. Hirers use of Lighthouse Venue

1.1. The Hirer is responsible for ensuring Lighthouse is fully aware of the nature and details of the proposed use for hiring the Lighthouse event space and shall not use the space for any purpose or activity other than the purpose or activity made known to Lighthouse at the time of booking.

1.2. If the event space is used for any other purpose other than that stated at booking stage Lighthouse reserves the right to terminate the booking with immediate effect.

1.3. The maximum number of guests must not exceed the agreed and licensed capacities for the Lighthouse venue, to be agreed at booking stage.

1.4. Hirers are not able to book the Lighthouse event spaces for exercise classes or parties.

1.5. Lighthouse reserves the right to exclude or eject any person from any event who it considers objectionable (including any person engaged by the hirer to provide entertainment or perform any other duties at the event). Lighthouse asks everyone in the building to follow their Code of Conduct (attached at the end of this document) and upholds a zero tolerance to harassment of any kind.

1.6 . Hirers shall not use the Lighthouse event space for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to us, our members, or the owner or occupier of any neighbouring property, or for any purpose other than the event as described at booking stage.

1.7 Lighthouse will either ask guests to leave and/or terminate an event immediately if it does not comply with Lighthouse premises licence policy on prevention of crime and disorder, public safety, prevention of public nuisance and the protection of children from harm. This includes excessive consumption of alcohol and will be determined by either the Duty Manager or Bar Manager.

1.8 Lighthouse reserves the right to cancel any hire which it feels contravenes its community ethos and Code of Conduct or which may cause unnecessary distress or alarm to local residents, our supported communities or venue users. Lighthouse promotes freedom of expression and open communication but we expect everyone to follow our Code of Conduct. You should avoid offending, participating in serious disputes and causing disruption in our venue. We also expect you to foster a well-organised, respectful and collaborative environment.

1.9 We won't allow any kind of discriminatory behaviour, harassment or victimisation. Lighthouse reserves the right to enter into negotiations with any Hirer/show/artist to adjust the content of any production to ensure public decency and the ethos of the venue.

1.10 The Hirer agrees to commence the Event promptly at the time agreed with Lighthouse and to procure that those persons present at the Event vacate the room designated for it at the time stated on the booking form.

1.11 Lighthouse reserves the right to charge additional fees where events overrun.

1.12 Hirers can bring in their own pre-prepared catering if it has been checked and agreed in writing by the Lighthouse Operations Team. Hirers must dispose of their own waste if bringing in catering. Heating of food and use of Lighthouse private kitchen areas or kettles are not permitted.

1.13 Consumption of alcohol is not allowed in the Lighthouse event space unless checked, managed and agreed in writing by the Lighthouse Operations Team as a licensable activity.

1.14 Risk Assessment: The hirer should carry out a risk assessment of the room(s) hired to ensure the premises are suitable for the planned activities, and to raise awareness of any potential risks to persons expected to attend the event.

1.15 Damage: The hirer will be responsible for any damage to property or persons however caused during the period of hire. Lighthouse is insured for any claims arising from its own negligence. It is recommended that hirers take out their own public liability insurance.

1.16 Young People: For safeguarding reasons, we don't allow any kids activities that are hosted by third parties.

1.17 Hirers must be aged 21 or over at the start of the Event.

1.18 Exhibitions & public screenings: We are not able to accommodate public screenings and exhibitions that are not part of Lighthouse's artistic programme.

2. Termination of event by Lighthouse

2.1 We may terminate a booking by written notice/ email to you (except if termination occurs during the Event, in which case termination shall be communicated verbally to the Authorised Person) without any liability on our part if:

2.1.1 you or your employees, contractors or attendees or someone connected with you fails to observe any rules relating to the venue.

2.1.2 you do not use or intend to use the venue in accordance with our prior understanding of the nature of the event as set out at booking stage, or;

2.1.3 we reasonably consider that the event may lead to a breach of the peace, or that acts of violence may occur, or damage may be caused to the venue or their contents, or that the nature of the event or any item in its programme makes it undesirable that it should take place in a building under our ownership or control.

2.1.4 Upon termination, if you are already at the venue you shall immediately vacate it along with your belongings and cause all employees, contractors and attendees to leave or to be removed along with their belongings. In the event of termination, we may keep all sums paid by you for the event, no refund will be payable, and you shall immediately pay any additional fees incurred.

2.1.5 Lighthouse has to be closed for reasons beyond Lighthouse's control.

2.1.6 The Hirer is already in arrears with any payment due to Lighthouse.

2.1.7 The Hirer is in breach of any of these Terms and Conditions and/or Lighthouse's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request to do so by Lighthouse; or

a) The Hirer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

b) The Hirer (being an individual) is adjudicated bankrupt or dies.

3. Termination of event by Hirer

3.1 Cancellation charges and refunds are as follows:

Room hire fees:

- Cancellation made with less than 2 working days notice: 80% room hire fees will be charged.
- Cancellation made with less than 5 working days notice: 30% room hire fees will be charged.
- Cancellation made with more than 5 working days notice: the full room hire fee will be refunded.

Catering:

- Catering (lunches) cannot be refunded unless cancelled more than 10 working days of the event.

3.2 Lighthouse reserves the right to make additional charges for Events commencing before or running beyond the times stated at confirmation of hire.

3.3 Room hire fees are payable in full at booking stage (unless alternative payment terms have been agreed in writing).

3.4 Any additional charges to the Room hire fee for catering, bar hire or staffing are due in full 2 weeks prior to the event date.

3.5 Any additional charges to the Room hire fee incurred during the event itself such as refreshments and catering served will need to be settled on the day of the event or on immediate payment terms.

3.6 All charges are subject to Value Added Tax at the current rate.

4. Consumables

4.1 Lighthouse currently provides catering services through catering contractors.

4.2 No Consumables may be brought into the Lighthouse venue by the Hirer or its guests without the prior written consent of Lighthouse.

5. Technical equipment

5.1 The Lighthouse events team must receive and agree to a list of technical equipment being brought in to the venue before the Event. Any electrical equipment over and above laptops and tablets must be agreed in writing by the Lighthouse Operations Team.

5.2 Any electrical equipment brought into the Lighthouse venue must be PAT tested and comply with the Electricity at Work Regulations 1989.

5.3 The Hirer agrees to make good any damage or loss to Lighthouse equipment through Hirer misuse during their Event.

5.4 Lighthouse will not accept responsibility for disruption and inconvenience to, or the ruination of an Event and/or presentation where substandard materials and/or poor-quality video playback material, have been presented to a technician for projection.

5.5 The Hirer agrees that Lighthouse will not be responsible for failure to notify speakers or presenters of the minimum acceptable standards, or failure to gain their precise requirements, or for the unforeseen requirements of late arriving speakers and/or slide/video users.

5.6 Lighthouse does not accept any liability for any loss or damage which arises directly or indirectly out of the use of the equipment or the performance, unless such loss arises from the negligence of Lighthouse staff. The Hirer agrees to indemnify Lighthouse against any claim for any such loss or damage.

6. Liability

6.1 Lighthouse shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of Lighthouse's obligations in relation to the Services if such delay or failure is due to any cause beyond Lighthouse's reasonable control including (without limitation):

a) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of Lighthouse to be closed to the public. In such circumstances the charges payable by the Hirer may be subject to abatement by a fair and reasonable apportionment.

b) Lighthouse does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Hirer or their guests or hired by Lighthouse on the Hirer's behalf howsoever such loss or damage may occur unless as a direct result of Lighthouse's negligence. All such property will remain under the care and control of the Hirer and is entirely at the Hirer's own risk.

c) Lighthouse shall have no liability to the Hirer for any consequential loss to the Hirer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of Lighthouse for any other loss of the Hirer shall not exceed the price payable by the Hirer for the Services.

d) The Hirer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of Lighthouse, its servants or agents and the Hirer indemnifies Lighthouse against any claim brought against Lighthouse in relation to any such matters.

e) The Hirer shall be liable for any loss or damage caused to the Venue and the property, furnishings, paintings or objects in the Venue by any act or omission of the Hirer, its sub- contractors or guests of the Hirer, and shall pay to Lighthouse on demand the amount required to remedy any such damage.

7. Health & Safety

7.1 The Hirer must take instructions from the Lighthouse events team while functions are in progress. The Lighthouse team on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action.

7.2 The Hirer must comply with all the Venue's Health and Safety regulations. The Hirer shall notify Lighthouse immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g. additional electrical services, the Hirer shall comply with any additional safety requirements imposed by Lighthouse. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.

7.3 All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate.

7.4 The Hirer shall not use or allow to be used any gas-supplied heaters, dry ice machines, hazer machines, helium balloons, naked flames or anything similar in any part of the Venue.

8. Insurance

8.1 It is recommended that hirers take out their own public liability insurance.

8.2 Lighthouse is insured for any claims arising from its own negligence.

9. Marketing

9.1 The Hirer shall not use the Lighthouse logo in any of its advertising or publicity without the prior written approval of Lighthouse. The Hirer will ensure that advertising and publicity material for the event does not imply that the event is endorsed or organised by Lighthouse without the prior written approval of Lighthouse.

10. General

10.1 No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of Lighthouse and the Hirer.

10.2 Any notices to be given under these Terms and Conditions must be given in writing / email to the Lighthouse events team at info@lighthouse.org.uk

10.3 These Terms and Conditions shall prevail over any Conditions offered by the Hirer.

10.4 The Hirer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of Lighthouse.

10.5 If the expression the Hirer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.

10.6 These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

10.7 Lighthouse is a non-smoking venue and e-cigarettes must not be used within the Venue.

10.8 No alterations may be made to the appearance of the hired space without the prior agreement from Lighthouse. Affixing to walls/surfaces is not permitted. Lighthouse reserves the right to remove any unauthorised items and charge at cost for any damage incurred.

Lighthouse Code of Conduct

Lighthouse is committed to providing a safe, inclusive and supportive environment for all, and expects that all working relationships be characterised by respect.

This includes safeguarding children, young people and all other participants across our activities, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or technology choices.

We have a zero-tolerance of any behaviour that constitutes discrimination, bullying or harassment of any form.

This document sets out a code of conduct for all employees, freelance/casual staff, guest speakers, workshop leaders and other contributors. Thank you for agreeing to follow this and help make a welcoming, friendly space for all.

The following is by no means an exhaustive list, but illustrates examples of 'unwanted conduct' or inappropriate behaviour:

- Shouting, swearing, intimidating, threatening or throwing things.
- Belittling a person's creative input or not letting them express their opinion in the first place.
- Unfairly blaming others – e.g. for the failures of technology; humiliation and ridicule either in private, at meetings or in front of colleagues/customers/clients.
- Spreading malicious rumours, or insulting someone by word or behaviour.
- Ridiculing or demeaning someone or picking on them.
- Innuendo or mockery.
- Threats, abuse, teasing, gossip, banter or practical jokes/pranks.
- Unwelcome sexual advances – touching, standing too close, the display of offensive materials, asking for sexual favours, making decisions on the basis of sexual advances being accepted or rejected.
- Homophobic, racist or sexist comments, offensive gestures.
- Excluding individuals or groups or socially isolating them.
- Unfair treatment, such as tasks with unachievable deadlines.
- Making threats or comments about job security without foundation.
- Deliberately undermining a competent worker by overloading them.
- Undermining with constant criticism.
- Preventing individuals progressing by intentionally blocking promotion or training opportunities.
- Intruding on a person's privacy by pestering, spying or stalking.
- Tampering with a person's personal belongings or work equipment.
- Cyber-bullying conducted online by email, online messaging, online gaming or social media channels, e.g. offensive language, embarrassing pictures or videos, fake profiles, death threats.

