



Conditions of Hire

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Conditions of Hire

1. Standard Conditions of Hire

These standard conditions apply to all hiring of the Centre. If the Hirer is in any doubt as to the meaning of the following, the Trust Office should immediately be consulted.

2 Special Conditions of Hire

Requirements for Bouncy Castles or Inflatables: It is the hirer's responsibility to ensure that The Trust receives a copy of the provider's liability insurance, equipment test certificate, and written confirmation that a member of their staff is supervising usage of their equipment.

Requirements for Alcohol at Events:

Hirers are NOT permitted to bring their own alcohol. Your chosen licensed bar provider must be approved by the Trust, and a copy of the Temporary Event Notice (TENS) must be submitted to the Trust.

3 Minimum Age of Hirer

Hirer Responsibilities: The Hirer must be an adult of 18 years or over and accepts responsibility for the premises and all attendees during the hire period. Responsibilities include supervision of the premises, its fabric and contents, ensuring safety and preventing damage, and managing attendee behaviour including car parking to avoid highway obstruction. The Hirer must make good or pay for any damage or loss. The Trust may require the Hirer to employ SIA registered doorkeepers based on risk assessment.

4 Behaviour

Drunk and Disorderly Behaviour and Illegal Drugs: The Hirer must ensure that alcohol consumption is controlled to prevent disturbance, violence, or criminal behaviour. Alcohol must not be served to individuals suspected of being drunk or underage. Persons exhibiting disorderly behaviour or under the influence of drugs must be asked to leave. Illegal drugs are strictly prohibited on the premises.

5. Smoking

Smoking: Smoking is prohibited in accordance with the Health Act 2006. Any person breaching this rule must be asked to leave the premises.

Public Safety Compliance: The Hirer must comply with all relevant regulations including those from the Local Authority, Licensing Authority, and the Trust's Fire Risk Assessment. This includes events involving regulated entertainment, alcohol provision, or attendance by children. The Hirer must also adhere to the Trust's Health and Safety Policy.

6. Safeguarding

Safeguarding Children, Young People, and Vulnerable Adults: Activities involving children, young people, or vulnerable adults must be conducted by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2012 and any subsequent legislation. Upon request, the Hirer must provide a Safeguarding Policy and evidence of DBS checks. Activities for children under 8 must comply with current legislation. Youth organisations must ensure adequate adult supervision.

7. Fire Safety and Emergency Procedures

In the event of any outbreak of fire, however slight, the Fire Service must be called immediately by dialling 999.

Provide the following address to emergency services:

Elsea Park Community Centre

1 Sandown Drive

Bourne PE10 0US

Our fire alarm system automatically notifies emergency services when activated. Evacuate the building into the car park and call 999. If the presence of fire is uncertain, contact our out-of-hours phone number provided at booking and displayed on all external doors. Do not re-enter the building until directed by a member of the Elsea Park Team.

The Hirer acknowledges receipt of instruction on the following:

- Actions to take in the event of fire, including calling 999 and evacuating the premises.
- Location and use of fire equipment and escape routes.

Before allowing access to other users, the Hirer must check:

- All fire exits are unlocked.
- Escape routes are clear and unobstructed.
- Fire doors are not wedged open.

8. Stage Area (Hall B) and Working at Height

Access to the stage is restricted. Barriers on staircases leading to the stage must remain in place unless prior approval is granted by an authorised representative of the Elsea Park Community Trust Office Management.

Users of the stage are advised to complete a risk assessment. The Trust confirms the following to assist:

- The stage area is well maintained and regularly inspected.
- No trip hazards are present.
- Adequate measures are in place to restrict unauthorised access.
- The 5-year fixed wiring and installations check is current.

Further details to assist with risk assessment are available from the Trust Manager.

9. Use of Premises

9.1 The Hirer must use the premises only for the purpose described in Clause 2 of this agreement. Sub-hiring, unlawful use, or any activity that may endanger the premises or invalidate insurance policies is prohibited. Alcohol consumption is not permitted without written permission.

9.2 Before engaging in gaming, betting, or lottery activities, the Hirer must ensure compliance with applicable laws and the premises licence.

9.3 For licensable activities such as music, plays, TV, films, or other media, the Hirer must confirm that the Trust holds a Performing Rights Society Licence. If additional licences are required, the Hirer must obtain them.

9.4 Performances that are dangerous or sexually explicit are strictly prohibited.

10. Food and Hygiene

If preparing, serving, or selling food, the Hirer must comply with all relevant food health and hygiene legislation. Dairy products, vegetables, and meat must be refrigerated and stored in accordance with Food Temperature Regulations. A refrigerator and thermometer are provided on the premises.

11. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought into the premises are safe, in good working order, and PAT tested in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the Hirer must use it in the interest of public safety.

12. Insurance and Indemnity

The Hirer shall be liable for:

- The cost of repair for any damage (including accidental or malicious) to any part of the premises, its curtilage, or contents.
 - All claims, losses, or costs incurred by the Centre and the Trust, including injury to persons or damage to property resulting from use of the premises.
 - The Hirer shall indemnify and keep indemnified the Trust's Board, officers, employees, volunteers, agents, and invitees against such liabilities.

The Trust shall maintain adequate insurance to cover the liabilities described above. Hirers must provide liability insurance for any external providers (e.g., bouncy castles or entertainers).

The Trust is insured against claims arising from its own negligence.

Liability – Important Notice:

- This agreement outlines the full extent of the Trust's obligations and liabilities regarding equipment hire.
 - Equipment is loaned free of charge and may not be in working condition; no claims can be made against the Trust for equipment failure.
 - Any implied warranties or guarantees are expressly excluded.
 - Neither party shall be liable for loss of profit, revenue, business, or any indirect or consequential damages, even if foreseeable.

13. Accidents and Dangerous Occurrences

All accidents involving injury to the public must be reported to the Trust Office immediately (Tel: 03333 356 563 or email: thecentre@elseapark.co.uk) and recorded in the Centre's Incident Log.

Any equipment failure must also be reported. Certain incidents must be reported to the Incident Contact Centre in accordance with RIDDOR regulations.

Highly flammable substances, including portable LPG heating appliances, are prohibited. Decorations must not be placed near light fittings or heaters.

14. No Animals

No animals (including birds) are allowed on the premises except guide dogs, unless agreed by the Trust. Animals are strictly prohibited from entering the kitchen area.

15. Sale of Goods

Hirers selling goods must comply with all applicable laws and codes of practice. Total prices, organiser's name and address must be clearly displayed. Discounts must be based on Manufacturers' Recommended Retail Prices.

16. Film Shows

Children must not view age-restricted films. Hirers must ensure they hold the appropriate copyright licences for any film shown.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises. The Hirer shall indemnify and keep indemnified each member of the Trust against all actions, claims, and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, payment processing fees charged to the Trust by the credit/debit card provider will be deducted from any refund.

The Trust reserves the right to cancel this hire by giving written notice to the Hirer in the event of:

- The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- The Trust reasonably considering that such hiring will lead to a breach of licensing conditions or other legal/statutory requirements
- The Premises becoming unfit for the intended use by the Hirer
- An emergency requiring use of the Premises as a shelter for victims of disasters

In any such case, the Hirer shall be entitled to a refund of any deposit already paid, but the Trust shall not be liable for any resulting direct or indirect loss or damages.

19. End of Hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed must be properly replaced. Failure to do so may result in an additional charge.

20. Noise

The Hirer shall ensure minimal noise on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment, the Hirer must use any noise limitation device provided and comply with licensing conditions.

21. Stored Equipment

The Trust accepts no responsibility for any stored equipment or property brought onto or left at the Premises. All equipment must be removed at the end of each hiring or fees will be charged until removal. The Trust may use its discretion in any of the following circumstances.

22. No Alterations

No alterations or additions may be made to the Premises nor any fixtures or placards installed. Decorations must use picture rail hooks or cork tiles. Do not pin or stick anything to painted surfaces.

Any approved alteration or fixture may remain at the Premises at the discretion of the Trust and become Trust property unless removed by the Hirer, who must make good any damage caused.

23. No Rights and General Provisions

This Hiring Agreement constitutes permission only to use the Premises for the specified period and does not confer any tenancy or other right of occupation on the Hirer

Force Majeure

The Trust shall not be liable for any delay or failure to perform obligations under this Agreement due to events beyond its control, including but not limited to strikes, utility failures, acts of God, war, civil unrest, compliance with laws, accidents, fire, flood, or supplier defaults.

Assignment and Subcontracting

The Trust may assign or subcontract its rights under this Agreement. The Hirer may not sublet or assign their rights.

Assignment and Subcontracting

- The Trust may assign, transfer, charge, subcontract, or deal in any manner with all or any of its rights under the Hire Agreement and may delegate any or all of its obligations to third parties or agents.
- The Hirer shall not subcontract or deal in any other manner with any of its rights or obligations under the Hire Agreement.

Notices

- All notices or communications under this Hire Agreement must be in writing and sent via email.

Waiver

- A waiver of any right under the Hire Agreement is only effective if in writing and does not constitute a waiver of any subsequent breach.
- Failure or delay in exercising any right or remedy does not constitute a waiver.
- Rights under the Hire Agreement are cumulative and do not exclude rights provided by law.

Variation

- Any variation to the Hire Agreement, including additional terms and conditions, must be agreed in writing and signed by the Trust.

Severance

- If any provision of the Hire Agreement is found to be invalid, illegal, or unenforceable, it shall be deemed deleted to the extent required.
- The remaining provisions shall remain valid and enforceable.
- If modification can make a provision valid, it shall apply with the minimum necessary modification.

Third Parties

- No person who is not a party to the Hire Agreement shall have any rights under or in connection with it.

Governing Law and Jurisdiction

- This Hire Agreement shall be governed by and construed in accordance with English law.
- The parties submit to the exclusive jurisdiction of the courts of England and Wales.

24. Acceptance

Signed to indicate that I (the Hirer) accept and agree to comply with the terms and conditions listed above (1–23):

Signed by the hirer named at 1.4

in the Hire Agreement



Date

