

# Peterborough & District Bowls Centre Hire Agreement & Standard Conditions of Hire for All Users

## Definitions

For the purpose of this agreement and the conditions of hire, terms are as follows:

- “Bookings” means the contract between the Hirer and Peterborough & District Bowls Centre as agreed and detailed on the Electronic or Paper Booking Form.
- “Hirer” shall mean an individual hirer or an organisation.
- “Function” means that the hire will be as described on the Booking Form.
- “Period” means the time or times reserved under these conditions and agreed as stated on the Electronic or Paper Booking Form.
- “Premises” means those parts of the building that have been hired as stated on the Electronic or Paper Booking Form in agreement with the hire.
- “Venue” means the building and grounds.

All hire agreements will not be valid until either an Electronic or Paper Booking Form has been completed either submitted or signed by the Hirer and the appropriate deposit paid. It must then be authorised by Peterborough & District Bowls Centre.

If the Hirer is in any doubt as to the meaning of any of the above definitions, please call the 01733 566709 for clarification.

## 1 – Hiring Agreement

- a) In consideration of the Hire Fee detailed in the Hire Charges, Peterborough & District Bowls Centre agrees to permit the Hirer to use the Hall for the function and the period(s) described on the electronic or paper Booking Form. All details inserted in the Electronic or Paper Booking Form are part of this agreement.
- b) This hiring agreement includes these standard conditions and any special agreements as set out in the schedule below.

## 2 – Charges

- a) The Hire Charges are available on the Peterborough & District Bowls Centre website at [www.peterboroughbowlsclub.co.uk](http://www.peterboroughbowlsclub.co.uk). Charges levied are those in force at the time of booking even if the booking is in a subsequent year.
- b) Hirers are advised that in addition to the applicable hire rate, a deposit will be required at the time of booking. The deposit will be refunded after the period, or date, of hire provided that the venue, is left in a reasonably clean and tidy condition and no damage has been caused to the building, its fixtures or fittings. Failure to comply may result in a cleaning charge being levied which will be deducted from the deposit.
- c) Payments are to be made by bank credit transfer only (cheques and cash are not accepted).
- d) Hirers are advised that individual bookings are taken on the basis that payment will be made in advance. Regular bookings are taken on the understanding that these will be invoiced one month in arrears.

- e) If an invoice is not paid by the date requested on the invoice, Hirers should be aware that, unless special arrangements have been made regarding payment, their reservation may be cancelled. This will be a last resort and every effort will be made to contact the Hirer to establish why payment has not been made before taking this action.
- f) There is a minimum hire period of one hour Monday to Friday or two hours at weekends or on bank holidays.
- g) Regular User Hire deposits will be paid by electronic bank transfer and will be held in a holding account. The deposit will be rolled over year by year and are refundable, subject to one month's notice being provided and all outstanding invoices having been settled.
- h) Individual Hire deposits should be paid within 5 working days of receipt of booking unless it is within 28 days, when it will need to be paid at the time of booking. Following satisfactory inspection of the venue after the event, deposit refunds will be processed by no later than the 25<sup>th</sup> of the month following the event date by bank transfer. The hirer will need to provide the bank account name, number and sort code.

### 3 – Set-Up and Clearing Away Times

Hirers should remember to allow time within their booking to set up for their event. Hirers will be met (unless already a Centre member) and admitted to the building at the time they have booked.

### 4 – Finish Times

- a) Hirers should remember to allow time within their booking to return clean furniture to where they originally found them, are expected to leave the floor reasonably clean without any sticky patches or dirt/debris and if using the kitchen to have wiped down work surfaces and returned crockery to original container found in. All rubbish should be bagged and removed from site unless you have paid in advance for rubbish disposal (rubbish bags will be provided in this case).
- b) As well as leaving the facility reasonably clean and tidy, all equipment must be removed from site by the end of the booking period. Hirers hosting a large event may wish to consider booking the function room the evening before to set up and/or the morning after to clear up after the event – these options are subject to availability.

### 5 – Alcohol and Soft Drinks

- a) The venue has a licensed bar which is licenced until 23:00. Serving and consumption of alcohol by persons under 18 is strictly prohibited.
- b) Under our licence agreement, **hirers are not permitted to bring their own or sell their own liquor on site.**
- c) If the bar is required to be open on the date of hire, this MUST be requested at the time of booking, but availability will need to be confirmed prior to confirming the booking.

### 6 – Permitted Numbers

The Hirer agrees not to exceed the maximum permitted number of people in the building. Currently our insurance allows up to 120 people in the main hall. Hirers MUST ensure that all emergency exits are kept clear of any obstruction and are easily accessible despite any furniture, equipment or decorations being brought on site for the function.

### 7 – Miscellaneous Provisions

None of the provisions of this agreement are intended to or will operate to confer any benefit pursuant to the contracts (Right of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

## 8 – Age Restrictions

- a) The Hirer confirms that he or she is over the age of 18 and hereby accepts responsibility for responsible for always managing their event and for ensuring that all terms and conditions of this agreement are complied with.
- b) Where the Hirer is an organisation then the Hirer agrees to nominate a person to be present as required under this clause and to inform who this person is prior to the event.

## 9 – Supervision During the Hire Period

- a) The Hirer shall, during the hire Period, be responsible for supervision and care of the Premises including all fixtures, fittings and contents and keep these items safe from damage however slight, and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the main access road.
- b) In the event of an emergency, it is required that Bookings have a **minimum number of two named “Responsible Adults”** (over 18) to supervise the event(s). This information may be provided via the Booking Form.

## 10 – Damage

- a) The Hirer must pay the cost of any damage to property whether it is wilful or accidental damage, the deposit as specified under clause 2 does not negate any action that may need to be taken to recover costs or additional costs over the deposit amount and to repair any damage caused or replace if not able to repair.
- b) Fireworks, candles and confetti canons are **not permitted** inside or outside of the Bowling Centre and the area surrounding it.
- c) **Steps within in the building and Supervision of Children** – We ask that no objects, including crockery, cutlery and glass wear are placed on steps to avoid injury occurring. If there are children attending the event, then please ask their parents or the responsible adult to keep an eye on the children to ensure no harm or damage is caused.

## 11 – Use of Premises

- a) The Hirer shall not use the Premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- b) At any time during the period of hire, a representative of the Bowling Centre shall, if they believe that good order is not being maintained, call upon the hirer or nominated representative to restore order.
- c) If the Bowling Centre representative believes that good order cannot be restored, they shall use all means, including the assistance of the Police, to terminate the activity and clear the premises. In the event of an early closure caused by the breakdown of good order, no part of the hire fee or the deposit shall be refunded.

## 12 – Gaming, Betting and Lotteries

Gambling, betting and lotteries are **not permitted** in the building.

## 13 – Licensable Activities

The Peterborough & District Bowls Centre holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person.

The Hirer will ensure that any other licences required for the Hirer's Function shall be obtained prior to the start of the Function and that the Peterborough & District Bowling Centre is provided with a copy of such licence.

#### 14 – Public Safety Compliance

- a) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, and the businesses Fire Risk Assessment or otherwise. This is particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or which is attended by children.
- b) It is the responsibility of the Hirer to ensure that any entertainment they book to attend a function has the appropriate insurance in place (usually Public Liability insurance).
- c) In the case of Fire, all emergency fire exits are clearly signed and external fire doors are illuminated (green and white). All visitors to the Centre should depart the building and assembly at the fire assembly points to await further instructions.

#### 15 – Health and Safety

- a) Before the start and at the end of an individual booking, the Hirer shall make the following checks:
  - i) Are all escape routes free of obstruction?
  - ii) Do all exits lead to clear external areas or any adjoining rooms lead to an external area?
  - iii) Are all fire doors kept closed (and not wedged open)?
  - iv) Are Fire Call Points visible and exit signs illuminated?
  - v) There are no obvious fire hazards on the premises.
- b) The kitchen presents several hazards for children. It is essential that Hirers ensure that **children do not have access to the kitchen area.**
- c) There will be no smoking anywhere inside the building or within 3 metres of the building. Please use designated smoking area and cigarette buckets.

#### 16 – Outbreaks of Fire

The venue management agrees to call the Fire Brigade at any outbreak of fire, however slight and to ensure the building is evacuated immediately. The hirer agrees not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to the Sam Hunter, Chair of the Directors of the Peterborough & District Bowl Centre (telephone contact number is 01733 566709 or by email to secretary@peterboroughbowlsclub.co.uk

#### 17 – Health and Hygiene

If preparing, serving or selling food:

- i) All relevant food health and hygiene legislation and regulations must be complied with.
- ii) Where necessary, the hirer must provide properly qualified personnel to prepare/serve on the Premises.
- iii) Food must be stored in compliance with the Food Temperature Regulations. (The Premises are provided with one refrigerator and a freezer).
- iv) If you are hiring a catering contractor to support your event, they should provide the Bookings Administrator with evidence of a valid Food Hygiene Certification or Food Standards Agency Rating Certification.

## 18 – Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises, whether in use or not shall be safe, in good working order, and if used shall be in a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing is undertaken and a copy of the valid Certification/Schedule is provided to the Administrator at least two weeks prior to the event taking place.

## 19 – Insurance and Indemnity

The Hirer shall be liable for:

- i) The hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof, or the contents of the Premises, all claims, losses, damages and costs made against or incurred by the Venue, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and all claims, losses, damages and costs made against or incurred by the Venue, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer
- ii) Subject to sub-clause (1) above, the Hirer shall indemnify and keep indemnified accordingly each member of the Venue's employees, volunteers, agents and invitees against such
- iii) The Venue confirms that it has insurance to insure the liabilities described in sub-clause (1) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clause (1)
- iv) The Venue may, in its sole discretion, claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the Venue's employees, volunteers, agents and invitees against
  - (a) any insurance excess incurred and
  - (b) the difference between the amount of the liability and the monies received under the insurance policy.
- v) Where the Venue does not insure the liabilities described in sub-clauses (1) and above, the Hirer agrees to take out adequate insurance to insure such liability and shall produce the policy and current receipt or other evidence of cover to the Peterborough & District Bowls Centre Administrator a minimum of one week prior to commencement of the Function. In the event of non-production by the Hirer (or other suitable evidence of cover) the Booking shall be voidable at the insistence of the Directors (without return of any deposit paid). In such circumstances the Premises may be let to another hirer. The Venue is insured against any claims arising out of its own negligence.

## 20 – Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the Centre's Steward for the event or a Director as soon as reasonably possible. Any failure of equipment belonging to the Venue or brought in by the Hirer must also be reported as soon as possible.

## 21 – Explosives and Flammable Substances

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used, in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall not be erected without prior consent and approval of the Peterborough & District Bowls Centre Committee.
- b) No decorations are permitted to be stuck to the walls and nor to be put up near light fittings, heaters or air conditioning units.
- c) The setting off of fireworks from the premises (including the car park and outdoor bowling green) is **not permitted**.
- d) Sparklers and tea light candles are **not permitted**.
- e) Confetti cannons are **not permitted** in the building.
- f) Pyrotechnics are **not permitted** in or around the premises.
- g) Smoke effect machines are not to be used as they will set off the building's fire alarms (this includes water-based machines).
- h) Helium balloons must be tethered securely and are **not permitted** to be released.
- i) Chinese lanterns are **not permitted** to be released from anywhere in or around the premises.

## 22 – Heating and Food Preparation

- a) The Hirer shall ensure that no unauthorised heating or food preparation appliances be used on the Premises without the written prior consent of the Peterborough & District Bowling Centre Committee. Portable Liquefied Propane Gas (LPG) heating or cooking appliances shall not be used in the building or within 3 metres of the building.
- b) The hirer or their appointed contractors are **not permitted** to cover any smoke detectors, including those in the kitchen.

## 23 – Drunk and Disorderly Behaviour and Supply of Illegal Drugs on the Premises or in the Vicinity of the Premises

- a) The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary, deal with any) drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.
- b) Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. The Hirer will take all reasonable steps to ensure that illegal drugs are not brought onto the Premises, nor consumed in the vicinity.

## 24 – Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, unless agreed in advance the Chairman of the Directors. No animals whatsoever are to enter the kitchen at any time.

## 25 – Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

## 26 – Cancellation – Individual Bookings

In the event that a Hirer cancels a prepaid booking, a refund of the hire fee will be as follows:

- a) Cancellation 1 month or longer prior to booked date the fee paid will be refunded in full less £15 administration.
- b) Cancellation less than 1 month, no refund will be made
- c) In respect of weddings and large functions, should the booking be cancelled at any time within three months of the booking taking place, the first £200 of the deposit on this type of booking is non-refundable to cover staff time in preparing for the event.

Cancellation of this Booking will be given in writing to the Hirer in the event of:

- a) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-election.
- b) Reasonably considering that:
  - i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - ii) Unlawful or unsuitable activities will take place at the premises as a result of the planned event
- c) The Premises becoming unfit for the use intended by the Hirer
- d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Venue shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- e) The club reserves the right to refuse to hire or cancel an event.

### **27 – Cancellation or Request by the Peterborough & District Bowling Centre or to Move Session(s) – Regular Bookings**

- a) Regular bookings are taken on the basis that the hirer commits to booking the facility each week throughout the year and paying for the booking in arrears as the end of each month (holidays breaks to be notified, giving one month's notice, in advance of the date of the booking).
- b) A deposit of £50 is payable in advance of commencement of the regular hire. This is only refundable on cessation of the regular booking, providing full payment of the final invoice is received.
- c) In recognition of the hirer being permitted to cancel six hire dates (full-time hirers) or four hire dates (term-time hirers) in any one year, the Directors reserve the right to cancel six sessions per year for full-time hirers and 4 weeks for term-time only hirers, to allow large events or meetings to take place. A minimum of two weeks' notice will be given if the facility is required by the Directors or Committee.
- d) There will be no charge for scheduled cancellation for holidays given with a minimum of two weeks' notice. Cancellations at less than two weeks' notice will incur a 50% fee.
- e) Cancellation of this Booking will be given in written notice to the event of:
  - i) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-election
  - ii) Reasonably considering that:
    - i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
    - ii) unlawful or unsuitable activities will take place at the premises as a result of the Function
  - iii) The Premises becoming unfit for the use intended by the Hirer
  - iv) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Venue shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- v) Non-payment of an invoice and/or reoccurring late payment.
- f) The Directors will endeavour to accommodate regular bookings wherever possible. To ensure the Bowling Centre is fully utilised, a regular booking may be asked to consider changing their booking time and/or day. Sufficient lead time will be mutually agreed.

### **28 – Noise**

The Hirer shall take reasonable steps to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment comply with any other licensing condition for the Premises, ensuring all external doors are to be kept closed. Failure to comply and, in the event of complaints of excessive noise levels, could result in the insistence that noise levels are reduced to an acceptable level or that the Function Room is closed. In the event this action is taken, there will be no refund of the hire charges or the deposit.

### **29 – Stored Equipment**

The Venue shall not be liable for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than previously agreed stored equipment) must be removed at the end of each hiring, or a reasonable fee may be charged at the discretion of the Venue for each day or part of a day at the Hire Fee per hiring until the same is removed.

Discretion may be used to dispose of any such items (by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same) in any of the following circumstances:

1. Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
2. Failure by the Hirer to dispose of any property brought on to the Premises for the purposes of the hiring.

### **30 – No alterations**

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval from the Directors. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the Venue and will remain in the Premises at the end of the hiring and become the property of the building. The Hirer agrees to make good to the satisfaction of the Directors' any damage done by any fixture or its removal.

### **31 – No Rights**

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

### **32 -Enquiries and Complaints**

Any enquiries or complaints should initially be made to the Administrator. However, if any complaints remain unresolved, they should be brought to the attention of the Directors by writing to the Administrator at [secretary@petrboroughbowsclub.co.uk](mailto:secretary@petrboroughbowsclub.co.uk).