

Epsom & Ewell Borough Council

Terms & Conditions of Hire

1. DEFINITIONS

- 1.1 "the Venue Manager" means the person appointed at that time to control and manage the Venue, or their representative
- 1.2 "the Hired Area" means the area(s) specified in the Hire Agreement and includes any equipment provided by the Council
- 1.3 "the Hirer" means the person(s) firm or company specified in the Hire Agreement
- 1.4 "the Hire Charge" means the charges set out in the Hire Agreement
- 1.5 "Hire Period" means the period(s) specified by date and time in the Hire Agreement
- 1.6 "the Venue" means the Hired Area plus any other property as described in the Hire Agreement
- 1.7 "the Event" means the type of event specified in the Hire Agreement
- 1.8 "Hire Equipment" means any additional Council property which is specified in the Hire Agreement

2. THE AGREEMENT

- 2.1 These Terms & Conditions of Hire together with the Hire Agreement when completed and signed by the Hirer and received by Epsom & Ewell Borough Council ("the Council") shall constitute the agreement for hire of the Venue ("the Hire Contract") between the Council and the Hirer.
- 2.2 The Hirer will have exclusive use of the Hired Area and Hire Equipment for the Hire Period.
- 2.3 The Hirer will be solely responsible during the Hire Period for the Hired Area and will not use or permit any other person to use any of the Hired Area for any purpose other than the Event.
- 2.4 The Hire Contract is personal to the Hirer and is not transferable.
- 2.5 The Council reserves the right to refuse any application for hire at any time without giving a reason.
- 2.6 The Council may give notice at any time of its intention to vary the Hire Contract and the revised terms will come into effect 28 days thereafter. The Council shall not be liable for any costs or lost revenue incurred by the Hirer as a result.
- 2.7 For the avoidance of doubt, the Council reserves the right to make changes for any reasonable purposes including but not limited to making the most efficient use of its resources and to maximise revenue.

3. CHARGES

- 3.1 The Hirer shall pay the Hire Charge for the use of the Hired Area and in the absence of payment being received in full, the Hirer shall be refused admission to the Hired Area.
- 3.2 Charges normally change with effect from 1st April each year but will be notified to hirers when agreed (normally the February of that year).
- 3.3 If charges are changed at other points in the year the Hirer will be notified no less than 4 weeks in advance.
- 3.4 For recurring bookings, the Hirer may make an application to be invoiced on credit for future bookings after a minimum of 4 dates have been paid for in advance. The Council reserves the right to refuse credit without giving a reason.
- 3.5 The Hirer must observe all payment terms and conditions stipulated on the invoice and/or Hire Contract.

4. BOOKING ARRANGEMENTS

- 4.1 Regular booking times (Weekly or Monthly) are not held for recurring bookings, Hirers must complete a new booking to confirm any long term dates.

5. CONDITIONS OF HIRE

- 5.1 The Hirer must ensure that the right of the public to enjoy the Venue is not restricted or adversely affected by the Event.
- 5.2 **Hours of Letting**
 - a. The hire of the property is for the Hire Period.
 - b. This period may only be changed with the prior written agreement of the Council and may be subject to additional charges
 - c. Failure by the Hirer to vacate the Hired Area at the designated time will result in an additional charge being incurred by the Hirer such charge shall be determined at the absolute discretion of the Venue Manager
- 5.3 **Restriction of Entry**
 - a. The Hirer shall be responsible for ensuring that they do not permit any undesirable person to enter the Hired Area or otherwise make use of the same.
 - b. The Hirer shall ensure that no prohibited items are brought in to the Hired Area including but not limited to illegal drugs and flammable materials
- 5.4 **Staff**
 - a. The Hirer shall at their own expense provide suitably trained (and where relevant qualified) staff.
 - b. Additional staff may be required for duties including door stewarding, cloakroom, car parking and room stewarding and any other duties relevant to the Event as specified by the Venue Manager.
 - c. The Council reserves the right to hire additional SIA registered security staff if necessary and will recover costs from the Hirer.
- 5.5 **Decorations, Balloons, Scenery, Signage and Advertising**
 - a. No scenery or decorations shall be used in the Hired Area without the prior consent of the Venue Manager. If any consent is granted to use scenery or decorations, it must be of a flame resistant material.
 - b. Fly posting is expressly prohibited and the Hirer shall not place signage or advertising in any public part of the Venue without prior consent from the Venue Manager.
 - c. Any advertising material with reference to the Venue or Council must be submitted for approval prior to publication.
 - d. The Hirer shall not, except with the prior consent of the Venue Manager, permit the throwing of confetti, streamers or any other similar articles in or about the Hired Area during the Hire Period.
 - e. Helium balloons are not permitted in the Venue without the prior consent of the Venue Manager
 - f. The Hirer shall not release, permit or allow to be released any balloons or Chinese lanterns
- 5.6 **Treatment of the Hired Area**
 - a. No nails, tacks, screws, bolts, adhesive tape, glues or any other means of attachment shall be used anywhere in or on any Venue or any part of any such property.

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- b. The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the Hired Area or any part thereof for any purpose whatsoever without the prior consent of the Venue Manager.
- c. Any repairs necessitated by damage to the floor caused by unsuitable footwear will be the responsibility of the Hirer.
- d. The Hirer shall not set off, permit or allow to be set off any firework or other form of pyrotechnic without the prior written consent of Council.

5.7 Equipment

- a. With the prior consent of the Venue Manager, the Hirer shall be permitted to use such stage lighting, curtains, stereos, loud hailers, compressors, generators, public address equipment, audio equipment, pianos and projection equipment installed in or at the Venue.
- b. The Hirer must ensure that such equipment is operated only by suitably qualified persons.
- c. The Hirer shall be responsible for all damage caused and shall reimburse the Council for the cost of any repairs or replacement.
- d. With the prior consent of the Venue Manager the Hirer may be permitted to provide equipment for use in the Hired Area subject to compliance with all pertinent health and safety regulations including, but not limited to PAT certification.
- e. The Hirer may store equipment at the Venue with the prior consent of the Venue Manager. The Council shall not accept responsibility for such articles.

5.8 Inflatables

Inflatable play equipment (including bouncy castles, inflatable bungee runs, inflatable slides and inflatable obstacle courses) are not permitted except with the prior written consent of the Council. If permitted the Hirer must ensure that all inflatable play equipment:

- a. have a PIPA tag;
- b. have an in date PIPA inspection report that confirms the play equipment has passed the PIPA inspection test;
- c. are adequately secured and anchored in accordance with the manufacturer's instructions at all times when the equipment is on the Hired Area (whether or not the inflatable play equipment is inflated or not);
- d. are operated in accordance with the manufacturer's or supplier's operating procedures;
- e. are adequately supervised at all times when the play equipment is in use; and
- f. are not capable of being used outside of the Hire Period or at any times that the inflatable play equipment is not available to the public for use.

5.9 Fairground Rides and Attractions

Fairground rides and attractions are not permitted except with the prior written consent of the Council. If permitted the Hirer must ensure that all equipment:

- a. have an in date ADIPS test certificate that confirms that the ride or attraction has passed the ADIPS test;
- b. are operated in accordance with the operator's manual; and
- c. are operated only by trained and adequately supervised persons.

5.10 Trampolines

Trampolines are not permitted except with the prior written consent of the Council. If permitted the Hirer must ensure that:

- a. all trampolines and safety equipment are safe and free from defects;
- b. all trampolines and safety equipment are put together and operated in accordance with the manufacturer's instructions;
- c. all trampolines are adequately supervised at all times when the trampoline is in use; and
- d. all trampolines are not capable of being used outside of the Hire Period or at any times that the trampolines are not available to the public to use.

5.11 Structures

The Hirer must ensure that any structure erected in the Hired Area is constructed and maintained in a safe and proper manner and that it is kept secure, safe and clean throughout the Event.

5.12 Animals

Animals other than assistance dogs are not permitted in the Hired Area without the prior consent of the Venue Manager.

5.13 Sunday Trading

The Hirer shall ensure full compliance with the terms of the Sunday Trading Act 1994 or any regulations or subsequent enactments or legislation made thereunder.

5.14 Use of Naked Flame

Fires or appliances with naked flames are not permitted in or on the Hired Area except with the prior written consent of the Council

5.15 Noise

- a. The Hirer shall ensure that loudspeakers and any other noisy instruments or apparatus are not used so as to cause annoyance or nuisance to any resident of the Borough of Epsom & Ewell or other users of the Venue.
- b. The Council reserves the right to enforce this condition by regulating the volume of any such instruments or apparatus or switching off the electricity supply to the same.

5.15 Smoking

The Hirer shall not permit any person to smoke in any part of the Hired Area.

6. BEHAVIOUR

6.1 Behaviour at the Venue

- a. The Hirer shall be responsible for ensuring appropriate behaviour of all those attending the Event.
- b. Inappropriate behaviour includes but is not restricted to excessive drunkenness, threatening behaviour and vandalism.
- c. In the event of any inappropriate behaviour the Venue Manager may terminate the hire at any time without prior notice. The Council will not be liable for any costs and/or loss of revenue resulting from such a termination.

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- d. The Hirer must ensure that all vehicles are parked so as not to cause any damage or obstruction and in accordance with the local parking arrangements.

6.2 Other Behaviour

- a. The Hirer shall not partake in any behaviour which, in the reasonable opinion of the Council, is intended to call the Venue or the Council into disrepute.
- b. The Hirer shall not attempt to influence and or dissuade the booking or potential booking of the Venue by other current or prospective hirers.

7. LICENSES

7.1 The Hirer must obtain and comply with the conditions of any planning permissions, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature

7.2 The Hirer shall not use the Hired Area for the performance of any dramatic or musical work, delivering any lecture or in any other manner which may infringe any intellectual property rights that exist without the consent of the owner of the intellectual property.

6.1 Premise Licence

- a. With the prior consent of the Venue Manager the Hirer may operate under the terms of any Premises Licence in place for the Venue.
- b. The Hirer will be bound by the terms and conditions of the Premises Licence, a copy of which can be provided to the Hirer.

6.2 Temporary Event Notice

- a. The Hirer shall not use the Hired Area for any licensable activity which is not covered by the Premises Licence unless they have obtained a Temporary Event Notice from the Licensing Authority.
- b. The Hirer must obtain prior consent from the Venue Manager before submitting an application for a Temporary Event Notice.

6.3 PPL PRS – TheMusicLicence

- a. The Hirer is not permitted to play or perform music to the public during the event unless the Venue holds the relevant PPL, PRS or TheMusicLicence and the Venue Manager has provided prior consent or the Hirer has obtained their own licence.
- b. The Hirer must supply upon request full details of music played to the public so that the Council can provide this to PPL and/or PRS if requested.

8. PUBLIC SAFETY

8.1 The Hirer is responsible for the health, safety and welfare of everyone working at, attending or otherwise reasonably affected by the Event.

8.2 The Venue Manager may require the Hired Area to be vacated at any time either temporarily or completely if there is a concern for public safety.

8.3 Risk Assessment

The Hirer must complete a risk assessment covering the risks associated with the Event and take such steps as are necessary to minimise the risks to the Council, Hirer, members of the public and all other people reasonably affected by the event. The Hirer shall provide a copy of the risk assessment promptly upon request.

8.4 Maximum Capacity

- a. The Hirer must ensure at all times that any specified maximum capacity for the Hired Area stated in the Hire Agreement is observed.
- b. The Council may restrict the number of persons allowed in to the Hired Area, including to a number below any specified maximum capacity.

8.5 Safeguarding

The Hirer must where applicable make appropriate arrangements for the safeguarding of children and vulnerable adult. This may include, but is not limited to;

- a. undertaking up-to-date Disclosure and Barring Service (DBS) checks and only permitting persons with satisfactory checks to have contact with children and vulnerable adults
- b. putting procedures in place to report any safeguarding concerns and to make referrals to the appropriate authorities
- c. where necessary putting in place lost and found procedures during the Hire Period

8.6 First Aid

The Hirer must ensure there is adequate first aid provision in respect of the Event and must notify the Council within 24 hours of any accident, incident or personal injury sustained at the Venue during the Hire Period.

8.7 Security

CCTV is operated at some of the Council's venues for the purposes of public safety, crime prevention and detection.

9. LOSS OF PROPERTY

9.1 Property of Hirer and/or guests

The Council does not accept any responsibility for any clothing articles or other property belonging to the Hirer, his servants, agents or any member of the public during the Hire Period and the Council will not provide a cloakroom attendant.

9.2 Lost Property

- a. The Hirer shall be responsible for checking the Hired Area for lost property at the end of the booking.
- b. Any lost property not claimed by the end of the Hire Period must be presented to the Venue Manager and will be treated in the same way as all other items of lost property thereafter.

10. LIGHTING AND POWER ARRANGEMENTS

10.1 No alterations or additions may be made to the lighting or power arrangements existing in the Hired Area without the prior consent of the Venue Manager.

10.2 The Hirer will comply with all conditions attaching to such consent.

10.3 An additional charge for excess electricity consumption will be imposed if warranted by such alterations or additions.

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11. FREE ACCESS OF OFFICERS

The Venue Manager, other duly authorised Officers of the Council, the Police and Fire Authority, their officials and agents shall at all times have the full right of access to all parts of the Hired Area.

12. CANCELLATIONS

12.1 Cancellation by Hirer

- a. Notice of cancellation shall be in writing to the Council
- b. If at least 28 days written notice of cancellation is provided, there will be no charge and any deposits will be refunded.
- c. If less than 28 days written notice of cancellation is provided, the full hire charge remains payable.
- d. If the Hirer plans a future hire of a Council venue and less than 28 days written notice of cancellation is given the Venue Manager may, strictly at their discretion, agree to the Hire Charge being held on credit.

12.2 Cancellation by Council

- a. The Council may terminate any Hire Contract at any time up to and including the Hire Period if the Council becomes aware of any fact which would at face value not be in the interests of the Council to proceed with the Hiring or which might otherwise prejudice the Council's standing and responsibilities as a Local Authority.
- b. The Council may terminate any Hire Contract at any time up to and including the Hire Period if the Council becomes aware that any advice given by Epsom & Ewell Safety Advisory Group has not been followed.
- c. The Council reserves the right to cancel any Hire Contract in the event of the Council requiring the Hired Area for the purposes of any parliamentary, local or European elections, for purposes of civil emergency and any other event of local or national importance where use of the Hired Area by the Council is essential for it to fulfil its functions and obligations as a Local Authority and where the need to use the Hired Area was not reasonably foreseeable at the making of the Hire Contract.
- d. In the event of such cancellation the Council's liability to the Hirer will be limited to a full refund of deposit monies and any other payments made by the Hirer to the Council.
- e. The Council will not be liable to compensate the Hirer for any financial or other loss whatsoever arising directly or indirectly as a consequence of cancellation by the Council under this Clause.

13. INDEMNITY

The Hirer will indemnify and keep indemnified the Council and its Members, Officers, servants or agents in respect of any loss liability claim or proceedings howsoever arising under statute or common law arising out of or in the course of or by reason of the hire pursuant to the Hire Contract except where such liability loss or damage results directly from the negligence of the Council, its servants or agents.

14. INSURANCE

- 14.1 The Hirer must obtain public liability insurance to a value of £10 million for any public activity including, but not limited to, classes, dances, fairs and clubs. The Hirer shall provide a copy of the policy promptly upon request.
- 14.2 The Council will provide public liability insurance for single private events held by individuals.

15. CATERING

- 15.1 The Hirer must comply with any specific requirements of the Venue in relation to catering arrangements.
- 15.2 All catering arrangements shall comply with the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2013 and/or any regulations or subsequent enactments or legislation made thereunder.
- 15.3 The Hirer is responsible for ensuring that all standard food hygiene procedures are observed both before arrival and during the Hire Period and that food is stored appropriately and fully cooked.

16. CONDITION OF VENUE AND HIRED AREA

- 16.1 The Hirer is responsible for ensuring that Hire Period includes sufficient time for setting up before the event and clearing up after the event.
- 16.2 The Hirer shall at all times ensure that the Hired Area is kept clean, tidy and undamaged and that it is left at the termination of the Hire Period in the condition it was in before the start of the Hire Period.
- 16.3 The Hirer is responsible for removing and disposing of all refuse and litter resulting from the Event.
The Hirer is responsible for repairing all damage to the Hired Area and any neighbouring land (including fixtures on such land) resulting from the Event.
 - a. All repairs must be made good as soon as reasonably practicable at the expense of the Hirer.
 - b. The Council reserves the right to recover from the Hirer any additional sum incurred by the Council in carrying out any reinstatement work necessitated by breach of any condition or regulation herein.
- 16.4 The Hirer shall be liable to reimburse the Council for the cost of any cleaning additional to the cleaning normally carried out by the Council at the end of a hire period necessitated by any misuse or exceptional use of the equipment, furniture and fittings by the Hirer or their guests.
- 16.5 The Council reserves the right to require a security deposit of £250.00 to recover costs incurred in reinstatement work necessitated by any breach of any condition or regulation appearing herein.

17. FIRE/BOMB PROCEDURES

The Hirer is responsible for reading and understanding the fire/bomb procedure instructions and making note of the nearest fire exits and evacuation procedures on behalf of any employees, agents, invitees in respect of the Hired Area

18. FAILURE TO OBSERVE CONDITIONS AND TERMINATION

- 18.1 If the Hirer refuses or omits to perform or observe any of these terms, conditions or regulations imposed by the Council or any instructions of the Venue Manager then the Hirer, or the Hirer's servants, agents, guests, or licensees may be excluded from the Hired Area until they comply but without relieving the Hirer from their obligations hereunder.
- 18.2 The Council shall be entitled to terminate the Hire Contract immediately on breach of any of the terms and conditions.