



# EASTSIDE COMMUNITY TRUST

## TERMS & CONDITIONS FOR HIRE Felix Road Adventure Playground

This agreement, dated as of [.] [.] 2023, (this “Agreement”), is made and entered into by Eastside Community Trust (“ECT”) and [.] (the “Hirer”).

## 1. DEFINITIONS

“Bookings Coordinator” means ECT’s staff member making any arrangements with the Hirer in relation to the Event.

“Event” means the agreed activity/activities arranged by the Hirer.

“Hirer” means the individual or organisation and agreed representative/s.

“Premises” means the locations that have been hired to you under the terms and conditions of this Agreement.

“Visitor” means attendees of an Event, activity or other members of the public.

## 2. PREMISES

2.1 This Agreement relates to the hire of the following Premises: Felix Road Adventure Playground, located at Felix Road, Bristol, BS5 0JW

2.2 Please refer to Appendix 1 (Schedule of Hire) for further details on this Agreement including any applicable charges.

2.3 Please refer to Appendix 2 (Facilities) for further details on the facilities which are accessible to you at the Premises under the terms of this Agreement.

## 3. ECT’S RESPONSIBILITIES

3.1 The Premises are hired out on the understanding that ECT shall not be liable for any claims in respect of damage, loss or injury of any description, other than those arising out of the acts or omissions of ECT and its servants or agents.

3.2 ECT accepts no liability for any damage incurred to persons or property whilst outside and inside the Premises.

#### 4. HIRER'S RESPONSIBILITIES

4.1 A designated individual should be appointed as the representative of the Hirer. The representative must:

- Be over 21 years old;
- Not be under the influence of alcohol or other controlled substances for the duration of their Event or when in negotiations with ECT in relation to their Event; and
- Remain on the premises for the duration of their Event unless otherwise agreed in advance with the Bookings Coordinator.

Events may require two members of staff if we deem through our risk assessment that the nature or size of the Event may cause additional work. This will be discussed and agreed at the time of booking.

4.2 Where the Hirer engages a contractor to assist with the Event, the contractors commissioned by the Hirer must:

- a) Be competent and capable to carry out their work in adherence with standard health and safety regulations;
- b) Not be under the influence of alcohol or other controlled substances for the duration of the Event;
- c) Have and be willing to present evidence of any relevant insurances or certifications; and
- d) Ensure all correct safeguarding processes in place including current DBS checks for Hirer and their volunteers or staff.

4.3 The Hirer is responsible for ensuring any additional requirements (i.e. technical sound/lighting, food/catering, bar/corkage, tables/chairs) are communicated, agreed and paid for in advance of the Event.

4.4 Visitors are required to treat staff, volunteers and other Visitors with respect. Any abuse, verbal or physical, will not be tolerated and may lead to the immediate cancellation of the Event, temporary or permanent exclusion from the premises, or even criminal prosecution.

4.5 The Hirer shall not use the Premises for any illegal activities

and/or in direct conflict with ECT policies. Hire of the premises does not entitle the Hirer to sub-let or grant a licence of use in respect of the premises to third parties.

- 4.6 The Hirer must agree details of their Event in advance with the Bookings Coordinator (including a detailed schedule of the Event (e.g. timings, numbers, contractor details) using the online booking form. The Hirer must ensure that any agreed restrictions (e.g. numbers of attendees) are complied with and the agreed fee and administrative fee have been paid.
- 4.7 The Hirer shall be responsible for keeping the Premises in good order during their Event. This includes, but is not exclusive of:
- Controlling noise levels and breakout sound;
  - Ensuring adequate supervision of children and young people;
  - Ensuring people leaving the Premises do so in an orderly manner, in such a way as not to cause nuisance to nearby residents or traders and do not loiter outside of the Premises;
  - Raising awareness of and inform Visitors of key policies, including health and safety and fire evacuation procedures. In particular, the Hirer MUST familiarise themselves with all emergency exits, extinguishers and alarm points; and
  - Following the instruction and guidance of the Booking Coordinator.
- 4.8 The Hirer may request that promotional material be displayed in and around the Premises prior to their Event. This must be agreed in advance with the Bookings Coordinator.
- 4.9 Fly postering is illegal under the terms of this Agreement. In the Event of fly postering incidents, ECT reserves the right to cancel the Event and forward contact details of the hirer as requested by any investigating local authority.
- 4.10 In some circumstances, kitchen facilities can be hired and hire must include full cleaning of the facilities to environmental health standard (See 7.9-7.12 for further details on cleaning the Premises).

- 4.11 The Hirer is responsible for paying for or rectifying any loss or damage caused to ECT equipment, property or premises during the hired times (set up, Event, take down), other than where such loss or damage is caused by ECT servants or agents. ECT reserves the right to request a deposit from the Hirer, to be withheld in the Event of any damages.
- 4.12 The Hirer shall leave the premises at the end of their Event at the agreed time. Take down and clear out time should be agreed with the Bookings Coordinator in advance. Any additional hours may be charged at the standard rate.
- 4.13 The Hirer should make their own arrangements to make sure their Event is appropriately risk assessed.

## 5. INSURANCE OBLIGATIONS FOR ORGANISATIONS

- 5.1 The Hirer must have appropriate insurance to cover their use of the Premises including the Event.
- 5.2 The Hirer shall be required to present evidence of their insurance in advance of their use of the Premises including the Event, if requested by ECT.

## 6. INSURANCE OBLIGATIONS FOR INDIVIDUALS

- 6.1 The Hirer is not required to obtain insurance to cover the use of the Premises including the Event.
- 6.2 Our public liability insurance covers legal liability for injury to the public or damage to their property by person's hiring the Premises and occurring at the Premises in the course of the Hirers' Event. Please ask if you wish to see a copy of the summary of cover.

## 7. HEALTH AND SAFETY

### General requirements

- 7.1 The Hirer must take reasonable steps to ensure: (a) appropriate precautions are in place to prevent accidents, damage or bodily injury; (b) any property on hire is protected; and (c) all statutory and other obligations and regulations imposed by any authority are complied

with.

- 7.2 The Hirer may be required to present evidence of their risk assessment in advance.
- 7.3 Please refer to Appendix 1 (Schedule of Hire) for further details on first aid requirements.
- 7.4 Exits shall not be blocked at any time. Fire appliances may not be moved or tampered with and must only be used in the Event of a fire to assist safe exit from the premises.
- 7.5 Décor including placards, drapes or other materials may only be used with prior permission from the Bookings Coordinator. The use of bolts, nails, tacks, screws, drawing pins or other invasive attachment methods are not permitted to affix décor to any walls, ceiling, flooring and façades of the Premises. ECT reserves the right to claim compensation for any damage caused. Décor must not block passage to emergency exits. Décor must be fire retardant and the use of candles and naked flames are not permitted. We do allow the use of contained, regulated chaffing fuel (gel) for the purpose of hot-holding of food and tea-lights contained in glass jars.
- 7.6 The Hirer must ensure that the fire procedure is followed in the event of an emergency. Please refer to Appendix 1 (Schedule of Hire) for further details on fire procedures.

#### Cleaning site at end of session

- 7.7 The Hirer should ensure that Premises are left in a clean and orderly state. Unless otherwise agreed in advance, the Hirer should stack any chairs and tables used to one side of the hall and remove all personal property and equipment. If the Hirer is unable to take equipment items away at the end of their Event, special arrangements must be made with the Bookings Coordinator in advance, to agree an alternative collection time. In the Event that this is not adhered to, ECT will withhold part or all of any deposit paid, in order to cover costs incurred for removal and storage and

additional charges may also be incurred from third parties.

- 7.8 The Hirer will leave the Premises as they found it – particular attention should be paid to the toilets and the kitchen. These should be clear of any rubbish, surfaces wiped and toilets flushed. Toilets must not be blocked with items which should not be put down them.
- 7.9 All the Hirers personal equipment should be taken off site at the end of session unless otherwise agreed with the Booking Coordinator.
- 7.10 All rubbish, recycling and food waste should be put in the appropriate bins and lids closed so that vermin or birds cannot get in.

#### Smoking

- 7.11 There is no smoking at Felix Road Adventure Playground inside or outside, including e-cigarettes.

#### Alcohol

- 7.12 There is NO ALCOHOL allowed at Felix Road Adventure Playground.

#### Use of Illegal Substances

- 7.13 The use of any illegal substances, including nitrous oxide / laughing gas is strictly prohibited anywhere on the Premises. Hirers are responsible for their guests in preventing the use or possession of any substances, and ECT staff will call the police in the Event that these are found.

#### Dogs

- 7.14 There are no dogs allowed at Felix Road Adventure Playground.

## 8. COMMUNICATION

- 8.1 ECT and the Hirer agree that we need to have regular communication to ensure that the site is being shared and used safely and respectfully. This will also allow for updates about anything happening during the month which will impact

on the Hirer using of the site.

- 8.2 Please refer to Appendix 1 for details on the Hirer's point of contact.
- 8.3 ECT may wish to promote the work of the Hirer to demonstrate impact and may contact the Hirer for feedback or case studies to support the playground.

**UNSTAFFED USE – delete as appropriate**

## **9. SECURITY AND SITE USE WITHOUT AN ECT STAFF MEMBER**

- 9.1 The Hirer may be given access to the key safe and will be expected to open and close the playground independently, close and lock all doors and windows, unset and set the alarms.
- 9.2 The Hirer takes full responsibility for ensuring the building is left secure and the key returned to the key safe at the end of use. The Hirer must not share the key safe code with anyone else including visitors or volunteers.
- 9.3 If the fire alarm or intruder alarm sound the Hirer must notify ECT. The Hirer is responsible for the safe evacuation of staff and Visitors during the hire period. The on call member of ECT staff will assist with resetting the alarms. Hirers must not tamper with the alarm panels.

### **Incidents**

- 9.4 The Hirer will be given the mobile phone numbers of the senior management team of ECT to seek immediate advice if an incident occurs. If the incident is serious both sides will carry out an investigation.

In the Event of any breach of our Terms & Conditions, ECT reserves the right to terminate any Event with immediate effect and withhold any funds/deposits in order to cover any costs incurred.

If you are unclear about any of the above terms and conditions around the hire of the venue, please contact the Bookings Coordinator by calling the office on 0117 954 1409 or emailing





[contact@upourstreet.org.uk](mailto:contact@upourstreet.org.uk) with any queries. You will be asked to accept these terms and conditions when completing your booking form, and when accepting your invoice(s) to pay for hire.

The Hirer must agree to the above Terms & Conditions and sign the statement below.

### PARTNERSHIP AND VALUES

This Agreement is an important part of any successful partnership between two organisations that share similar aims and values, both working in the community sector with children and families. It is hope that by setting out shared understanding and expectations of each other a successful partnership will be able to flourish with mutual opportunities and cross working part of that ongoing partnership.

Statement by Hirer<sup>1</sup>: I have read and understood the Terms & Conditions of hire of the premises. I agree to abide by these conditions and to pay the hire charge in full in advance of the Event.

Signed (Hirer) .....

Date .....

Print name (Hirer) .....

Event name & Date .....

Signed (for and on behalf of ECT) .....

Date .....

Print name (ECT) .....

Event name & Date .....

---

<sup>1</sup> **Drafting Note:** These Terms and Conditions for Hire must be signed by the lead person for the organisation (i.e., someone who has authority to sign on behalf of the organisation).

## Appendix 1: Schedule of Hire

Term of Hire	Details	Notes
Cancellation Charge	<p>In the Event that the Hirer cancels the Event, an administration fee will be retained from the confirmation deposit.</p> <ul style="list-style-type: none"> <li>• £15 for an Event lasting up to two hours</li> <li>• £30 for an Event last over two hours</li> </ul> <p>In the event that the Hirer cancels the Event with less than 48 hours' notice, the Hirer will not be entitled to a refund.</p>	
Cash Bond	<p>A £100 cash bond is taken for all bookings at the weekends, private parties and large public Events.</p>	<p>This must be paid at least seven days before the Event. ECT reserves the right to keep this bond in the Event of the Hirer exceeding the hire time, leaving unreasonable mess or causing breakages.</p>
Date(s) of Hire	<p>This Agreement covers the following date(s): [.]</p> <p>Start date</p> <p>Probation period (if applicable)</p> <p>End date</p>	<p>For the avoidance of doubt, please note that hire of the Premises does not entitle the Hirer or anyone from their Event party to enter or remain on the Premises outside</p>

		of their agreed hire arrangement.
Deposit	In order to confirm a booking the Hirer must pay a non-refundable deposit of <b>£15</b> (Events two hours or less) or <b>£30</b> (Events over two hours).	This will be taken off the balance owed. The booking is not confirmed until this payment has been made.
Fee	The Hirer is required to pay <b>[£.]</b> .	The Hirer must pay the fee in full seven days before the Event is taking place.
Point of Contact (in event of emergency)	<p>Senior Management Team (one member will be on call 24/7)</p> <p>Stacy Yelland (CEO) - 07922422156</p> <p>Tom Williams (Business and Service Development Manager) -07817022123</p> <p>Becky Whitmore (Communications Manager) - 07903089002</p> <p>Sam Anders/Gary Regis – Booking Coordinators – 0117 954 1409</p>	
First Aid	<p>Unstaffed bookings: The Hirer must have a first aid training staff member on site at all times. The Hirer is responsible for administering first aid to Visitors of their Event if required.</p> <p>Staffed bookings: ECT will have a trained First Aider on site.</p>	
Fire safety	Unstaffed bookings: If the fire alarm sounds the Hirer must notify ECT. The Hirer is responsible for the safe evacuation of staff and Visitors during the hire period. The on call ECT staff member will support with resetting alarms. The Hirer must not tamper	

	with fire or intruder alarm panels.  Staffed bookings: ECT will have a trained Fire Warden on site who will ensure safe evacuation.	
--	---	--

## Appendix 2: Facilities

Felix Road Adventure Playground		Notes
Zip-Line	<input type="checkbox"/> Yes <input type="checkbox"/> No	You must comply with safety guidelines and equipment.  You must ensure first aid equipment is readily accessible and a trained first aider must be available at all times. See Appendix 1 for further details on first aid.
Pizza Oven	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Open-Fire Pit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Building Structures	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Stage	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Basketball Court	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pond	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Playground	<input type="checkbox"/> Yes <input type="checkbox"/> No	The playground must be supervised by responsible persons authorised by the Hirer at all times when in use.

## Appendix 3: Temporary Event Notice



For most functions selling alcohol an application for a 'Temporary Event Notice' (TENS) from Bristol City Council is required.

Apply here: <https://www.bristol.gov.uk/licences-permits/temporary-Event-notices>

Please ensure you apply well before your Event as you **MUST** have the licence before the Event and provide a copy.

Prior to applying for a licence please make the Booking Coordinator aware as there is a limit on the amount of TENS licences a venue can apply for in any 12 month period.

The person who applied for the TENS, named on the application is legally responsible for the sale of alcohol