



# EASTSIDE COMMUNITY TRUST

## TERMS & CONDITIONS FOR HIRE Easton Community Centre

## **ECC bookings with non-refundable admin fees**

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

### **1. DEFINITIONS**

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

“Centre Assistant” means ECT’s staff member appointed to manage the premises at time of 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: Easton Community Centre, located at Kilburn Street, Bristol, BS5 6AW

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

### **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 of age;
- 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 Centre 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 have an additional charge and 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 (where applicable).

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 Centre 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:
- Only using the areas hired and paid for;
  - 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 Centre Coordinator and/or Centre Assistant and support them to instruct members of the Event party.
- 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 Centre Coordinator.
- 4.9 Fly posting is illegal under the terms of this Agreement. In the event of fly posting 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 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.
- 4.11 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 Centre Coordinator in advance. Any additional hours may be charged at the relevant rate. (e.g. weekday/weekend/evening rate).
- 4.12 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 Centre 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 a copy of the procedure.

#### *Cleaning site at end of session*

- 7.7 All waste must be taken with the hirer at the end of the hire. ECT do not provide waste facilities.
- 7.8 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 and rubbish/recycling. If the Hirer is unable to take equipment items away at the end of their Event, special arrangements must be

made with the Centre 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.

- 7.9 Toilets must not be blocked with items which should not be put down them.
- 7.10 All the Hirers personal equipment should be taken off site at the end of session unless otherwise agreed with the Centre Coordinator.

### *Smoking*

- 7.11 The interior of the Premises is non-smoking; this includes e-cigarettes and vapes. It is the Hirer's responsibility to ensure those in their Event party are made aware of this.
- 7.12 The Centre Assistant will make the Hirer aware of any designated external smoking areas.

### *Alcohol*

- 7.13 The licencing law requires that there is a licence for the sale of alcohol at all Events.
- 7.14 You are selling alcohol if:
- You are charging for alcoholic drinks at any Event.
  - If the Event is ticketed and you are proving a free drink. (This is seen as selling as the cost is included in the ticket price and or the organisation providing the alcohol is providing the free drink).
  - If the Event has an entrance charge and you are providing a free drink.
- 7.15 A licence is not required when:
- The Event is free and drink is provided for free (for example a family wedding or party where alcohol is not charged for).
  - If people bring their own drink with them to consume on the

premises.

- If alcohol is donated by an individual (not an organisation charging for entrance).

7.16 Please refer to Appendix 2 for details on a temporary event notice.

#### *Use of Illegal Substances*

7.17 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*

7.18 Dogs may be allowed at Easton Community Centre at staff discretion.

### 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.

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 Centre 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.



## Appendix 1: Schedule of Hire

Term of Hire	Details	Notes
ROOM HIRE COSTS	<p>The room hire costs must be paid at least seven days before the Event date.</p> <p>If the Hirer uses spaces that haven't had prior agreement with the Centre Coordinator these additional costs will be charged by invoice after the event.</p>	
NON REFUNDABLE ADMIN FEE	<p>A non-refundable admin fee will be charged for each hire, it will be deducted from the balance of the hire cost.</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>	
CANCELLATION FEES	<p>If the Hirer cancels the Event with less than 48 hours' notice. ECT will retain the full cost of the hire.</p>	
Centre Assistant	<p>Your Event will be supported by an ECT Staff Member:</p> <p>Monday to Friday, 9am to 5pm</p> <p>Sam Anders (Centre Manager) and/or Rosie Felvus (Centre Coordinator)</p> <p>Out of hours Centre Assistants – Rani, Martha, Jaiya, Kirsty, Gill, Amaia, Mel, Bex, Fraisia or Gary.</p>	
Date(s) of Hire	<p>This Agreement covers the following date(s): *****</p>	<p>For the avoidance of doubt, please note that hire of the Premises does</p>

		not entitle the Hirer or anyone from their Event party to enter or remain on the Premises outside of their agreed hire arrangement.
Room and equipment details	The Hirer is required to pay ***** per hour + ***** for additional equipment.	
Point of Contact	<p>Senior Management Team</p> <p>(one member below will be on call 24/7)</p> <p>Stacy Yelland (CEO) - 07922422156</p> <p>Tom Williams (Deputy CEO) - 07817022123</p> <p>Marcus Smith (Communications Manager) – 07917683412</p> <p>Laura Densem (Communications Manager) – 07903089002</p> <p>Sam Anders (Centre Manager) - 07814035786</p> <p>Ollie Fournier (Adventure Play Manager) - 07810506980</p>	
First Aid	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.	

Fire safety	The Centre Assistant on duty will ensure safe evacuation in the event of a fire alarm sounding.	
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## Appendix 2:

### 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 Centre 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.

