



# Conditions of Hire

**The Centre is managed by People, Place & Participation Ltd, Charitable Community Benefit Society registration number 7713, referred to as PPP Ltd. This agreement is with PPP Ltd through its authorised representatives on the centre management teams.**

## **1. General**

1.1 PPP reserves the right to refuse any application, without stating their reason for doing so and may accept any application only upon such additional conditions as they shall deem necessary to impose. The hire shall relate only Flo's-The Place in the Park and the rooms requested in the Hire Agreement Form. The Period of Hire must include the additional time required for setting up before and clearing away after the event. If PPP accepts the application, the person or persons signing the Hire Agreement Form must be over 18 years of age and shall be deemed the Hirer as well as the society, association, club, company or other body on whose behalf the application may be made and as such, will be jointly and severally responsible to PPP Ltd. for the payment of the hiring fees and for strict observance of these Conditions of Hire.

1.2 The hiring of the Hire Accommodation does not entitle the Hirer to use or enter the Hire Accommodation at any time other than the period of time stated in the Hire Agreement Form, unless prior consent has been given by Flo's by PPP Ltd.

1.3 Any alterations to the details of the booking must be notified to the in writing. PPP Ltd reserves the right to refuse any request for alteration of detail.

## **2. Hire Charges**

2.1 The charges for hiring the Hire Accommodation will be in accordance with the current official charge. Should it become apparent that additional charges are necessary for a hire, the Hirer will be contacted and prior approval sought before proceeding with the hire.

## **3. Assignment and sub-letting**

3.1 The Hirer shall not assign or sub-let the Hired Accommodation, or any part thereof.

## **4. Payment**

4.1 Payment of hire fee and deposit shall be made at the time of acceptance of booking along with returnable deposit where applicable.

## **5. Cancellation of hiring – PPP Ltd**

5.1 If the Hirer wishes to cancel the booking before the date of the event, PPP Ltd retains 100% of the booking fee if the cancellation is made with fewer than 4 days (96 hours) notice before the event. The hirer must send notice to cancel by emailing [bookings@flosxford.org.uk](mailto:bookings@flosxford.org.uk).

5.2 PPP Ltd reserves the right to cancel the hiring:

(a) In the event of a breach, or anticipated breach, of any Conditions of Hiring including any special conditions imposed by PPP Ltd or

(b) If at any time prior to the commencement of the event, it shall appear to PPP Ltd that the Hirer has made a material omission from, or misstatement in, the Hire Agreement Form, or

(c) If the event is likely to be objectionable or undesirable or could cause a breach of the peace or any risks identified in the event are not being properly controlled by the Hirer with the potential result of injury to a participant or could cause damage to the Centre, or

(d) If at any time prior to the commencement of the event, the detailed particulars referred to in clause 1 hereof have not been supplied or, if supplied, have not been approved by PPP Ltd. or

(e) For any other reason that is beyond the control of the PPP Ltd, such as; Force Majeure, industrial action, strikes, lockout, riots, civil commotion, fire, explosion, flood, terrorist threat, radioactive contamination, or if there has been a breakdown of water, gas or electricity supply, water leakage or any accident, incident, or other occurrence, requiring the closure of the building.

## **6. Good order in hired accommodation**

6.1 No animals are allowed in the Hire Accommodation except guide dogs for the blind / assistance dogs.

6.2 The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Hire Accommodation, entrances and egress.

6.3 The Hirer must provide suitable and sufficient attendants as requested by the PPP Ltd or any licensing requirements.

## **7. Care of the accommodation**

7.1 The Hirer must take care of and shall not cause any damage, or permit or suffer any damage, to be done to the Hire Accommodation or any equipment or furnishings of the building.

7.2 No bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such objects shall be used in any part of the building.

7.3 No alterations or additions of any description may be made to any of the fittings, apparatus, or furnishings of the building, without first obtaining the consent of and complying with the requirements of PPP Ltd

7.4 No posters or announcements of the event may be displayed on the premises without the PPP Ltd's explicit consent.

7.5 Chairs, tables, furniture and equipment, whether already in the Hire Accommodation or brought into it by the Hirer shall not be used or placed otherwise than as may be approved by PPP Ltd

7.6 Clear and free access must be maintained in all gangways, fire doors, fire aisles, fire fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases.

7.7 The Hirer shall not interfere in any way with any meter, installed cabling or pipe work, switchboard, water or gas or electricity fittings, seating system, staging, or building fixture and fittings.

7.8 The Hirer shall not adjust, move or operate any lighting, sound or technical equipment, without the consent of PPP Ltd. Please let us know if you are going to be bringing in or using any equipment.

7.9 No compensation will be accepted, or compensation paid, by PPP Ltd in the event of loss or damage being suffered by the Hirer on account of the failure of the lighting, heating or any other equipment.

7.10 The Hirer shall leave the Hire Accommodation in as good order and in as clean a condition as at the commencement of the hiring and if default is made the Hirer shall pay to PPP Ltd a reasonable charge for putting the Hire Accommodation in order.

7.11 Unless the Hirer shall show before the commencement of the Period of Hire that any part of the property is already damaged, property shall be deemed to have been undamaged at the commencement of the Period of Hire.

7.12 Any damage must be reported to Flo's staff team within 24 hours, and it is at the discretion of the managers if any fee shall be charged.

## **8. Hazards, fire hazards and electrical goods**

8.1 The Hirer must submit a risk assessment of any additional materials or actions that might introduce a hazard or increase any risk and should submit a risk assessment for their activity.

8.2 All equipment and materials provided by the Hirer must be rendered non-inflammable and so maintained, failing which, the use thereof is prohibited. No compressed gas or inflammable substance shall be brought into, or used in, the Hire Accommodation.

8.3 Any flammable materials that have been flame-proofed require satisfactory certification and documentation.

8.4 PPP Ltd reserves the right to impose such further, or other, conditions which, having regard to the particular hiring, it may consider necessary in the interest of public safety.

8.5 In no case, will naked flames be permitted in any part of the Hire Accommodation.

8.6 Any mains electrical items provided by the Hirer must have a valid Portable Appliance Test Certificate less than 12 months old and available for inspection.

8.7 The Hirer is responsible for providing first aid in the Hire Accommodation

8.8 The Hirer is responsible for ensuring that a safe number of people are admitted to their event, this number should be based on fire regulations (details of which can be provided by PPP Ltd's representative) and what the Hirer in their professional opinion deems to be safe number of people for the activity they are providing and the size of the room based on their risk assessment.

**9. No smoking policy:** Smoking is strictly forbidden throughout the Centre and its grounds at any time.

## **10. Insurance and liability**

10.1 Any items brought into the Centre are at the Hirer's own risk. PPP Ltd will not take responsibility for any expenses incurred as a result.

10.2 Should any damage be done to buildings, fittings, apparatus or furniture, the expenses of making good the same shall be borne by the Hirer. PPP Ltd shall be the sole judge of the damage done and the amount thereof. Any articles or things belonging to PPP Ltd that may be found to be lost or missing from the Hire Accommodation during or after any hiring shall be paid for by the Hirer. A deposit or guarantee of security against any such loss or damage will be demanded if thought necessary in the opinion of the centre manager

10.3 The Hirer shall indemnify PPP Ltd against all claims, demands, actions or proceedings, in respect of:

(a) any damage to, or loss, theft or removal, of property in the building belonging to any person other than PPP Ltd or its representatives.

(b) any loss or damage suffered or sustained by any person in consequence of the death or injury to any person howsoever or whomsoever caused, which shall occur while such person is in or upon the Hired Accommodation, or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Centre.

10.4 The Hirer's attention is directed to the centre's Health & Safety policy statement and codes of practice with which the Hirer and their employees and agents will be expected to comply with, while using the Hired

Accommodation. A copy of these is open for inspection at the centre during the normal hours of business. The Hirer is urged to refer to these and ensure that safe working practices are adopted at all times when in the building.

10.5 *Applicable to hirers who are an organisation or a constituted group:* Hirer must have a valid certificate of Third Party Public Liability Insurance and Employee Liability Insurance (if applicable). The Hirer must effect their own insurance to cover liability arising from their activities whilst they are using the Hire Accommodation. This must be produced to PPP Ltd's authorized representative on demand and PPP Ltd reserves the right to cancel the hire, without notice, if satisfactory insurance cover cannot be produced.

10.6 The Hirer shall indemnify and keep indemnified, PPP Ltd and Flo's staff from and against all actions, expenses, claims, damages and demands, whatsoever and howsoever arising from, or in consequence of, the non observance, or non-performance, of any of the conditions and provisions hereof by the Hirer or by any person entering, or being in, the building or any part thereof, at any time during the period which the Hirer shall use, or have the right to use the same, or any act or omission by the Hirer or his agents or servants.

### **11. Property of the Hirer**

11.1 All items brought or sent to the Hire Accommodation by the Hirer must be unloaded, placed in position and removed by persons employed by the Hirer. Heavy goods or furniture must not be brought into the Centre without the consent of PPP Ltd. The Hirer shall remove all items belonging to them before the end of the Period of Hire, unless otherwise agreed, failing which, they shall be liable to be charged at the appropriate hourly rate for every hour, or part hour after the time, that such items are left in the Hire Accommodation. In addition, PPP Ltd. may arrange for the removal and storage of such items left in the Hire Accommodation and the Hirer shall pay for the cost of PPP Ltd. doing so.

11.2 PPP Ltd shall not be liable to the Hirer in respect of any loss or damage to the Hirer's property in undertaking such removal and storage.

11.3 Any items left in, or about, the Hire Accommodation without the written consent of PPP Ltd will be disposed of at the Hirer's expense and without any liability for any loss or damage to the Hirer.

### **12. Right of entry**

12.1 PPP Ltd reserves the right of entry for their trustees, staff and contractors, or any duly authorised parties such as Police Officer on duty, member of Ambulance service, Fire Brigade or safety officer to access to all parts of the Hire Accommodation at all times.

12.2 PPP Ltd reserves the right to refuse admission to, or remove from the Hire Accommodation, any person or persons without stating any reason therefore. PPP Ltd shall not be liable to pay any refund or compensation arising from such exclusion.

### **13. Licences and permissions**

13.1 The Centre is NOT licensed for the sale of intoxicating liquor, public entertainment and theatre. Such licences must be obtained by the Hirer, but only with the written agreement of PPP Ltd

13.2 The Hirer shall observe any conditions made by the PPP Ltd, Oxfordshire County Council, the Fire Officer or other authority as to stage plays and number of persons to be admitted, arrangement of seat gangways and any other related matter.

### **14. Safeguarding**

14.1 Organisations which are hiring rooms at Flo's in order to provide a service are expected to have their own safeguarding policies.

14.2 It is a requirement that any allegation about inappropriate behaviour from any adult employed or volunteering for the hirer is referred to:

- The Designated Office for the local authority (LADO) where the alleged victim is under 18 years of age
- The Social and Healthcare team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs.

If there is an allegation about a Flo's member of staff or volunteer please contact the Flo's designated safeguarding lead, Tanja Fletcher.

14.2 Informal groups including private parties should be aware of Flo's policy or those of Oxfordshire Children's Safeguarding Board and Oxfordshire Adults' Safeguarding Board and agree to follow these.

14.3 When children will be present for a room hire, suitable adult supervision must be provided at all times. At least two adults must be present and responsible for children at all times.

14.4 Where a room is used for purposes involving children whose parents are not present, adults supervising the children must be DBS checked and proof of Enhanced Disclosure must be provided to PPP Ltd on request. For the purposes of this agreement children will be deemed to be any person under the age of 18.

### **15. Complaints**

Any complaint regarding any of the arrangements connected with the hiring must be made in writing to PPP Ltd and received within 48 hours of the cause of such a complaint arising.

### **16. Risk Assessment**

Hirers should undertake their own risk assessments of activities to be undertaken. This should be made available at the request of Flo's management team. An example of a risk assessment can be provided by Flo's management on request. Please feel free to adapt this as needed.

### **17. First Aid**

The hirer is responsible for bringing their own first aid kit.

Additionally there is a basic First Aid kit in the reception area and in the nursery kitchen. All accidents, however minor, must be recorded by contacting a member of staff.