

Easter Island Place, Eastbourne. BN23 6JH
E mail: info@sovereignharbourcommunitycentre.com

Conditions of Hire

1. INTERPRETATION

For the purpose of these conditions:

- a) The “Management” means Sovereign Harbour Community Association. (SHCA)
- b) The “Manager” includes any officer of the Facility authorised by the Management to perform any particular duty.
- c) The “Premises” means, The Sovereign Harbour Community Centre, (SHCC) Easter Island Place Eastbourne BN23 6JH, its car park and grounds such as are under the jurisdiction of the Management.
- d) The “Hirer” means the person or association who makes application for the hire of the facilities.
- e) The term “Responsible Representative” shall mean the adult person representing the hire who shall attend the function and be responsible for the general arrangements.

2. APPLICATIONS

- a) All applications for the hire of the various halls, kitchens and rooms available must be made in writing via e mail or website booking application to the Bookings Secretary of the Sovereign Harbour Community Centre.
- b) The START and FINISH times stated on the booking form include the PREPARATION and CLEARING UP times. *Refer to section 17b for further details.*

The management reserve the right to refuse any application.

3. PAYMENT OF FEES

- a) All fees for a single booking as shown on the invoice must be paid in full within 14 days of the receipt of the invoice being issued or, in the case of late bookings immediately upon receipt of the invoice.. Any adjustments made to the fees after payment but before any day of hire may be applied.
- b) Payments can be made by bank transfer (details will be provided on the invoice) Cheques should be made payable to Sovereign Harbour Community Association
- c) For regular bookings a payment schedule will be agreed with the Bookings Secretary.

4. CANCELLATION OF BOOKING

- a) The management reserves the right to cancel any booking on giving 28 days’ notice in writing to the Hirer and will refund any monies paid in respect of the cancelled booking, without incurring any other liability which the Hirer may have incurred.
- b) Sovereign Harbour Community Association reserves the right to cancel a booking(s) at minimal notice in the event of an emergency circumstance.
- c) Bookings cancelled by the Hirer more than 14 days before the day of hire will be refunded by the management upon written application.
- d) Bookings cancelled by the Hirer within 14 days of the hire will not qualify for any refund of monies paid.

5. CAPACITY & USAGE

- a) The Hirer and/or Sovereign Harbour Community Association shall ensure that the capacity of the hired Premises is not exceeded and that the Premises shall only be used for the purpose applied for. Sub-letting is not permitted.
- b) The Management reserves the right to prevent additional persons entering the Premises or cancel the event altogether if the agreed capacity is breached.

6. SIMULTANEOUS LETTINGS

- a) Sovereign Harbour Community Association may at the same time let different activity areas to different Hirers. Every endeavour will be made to observe the reasonable requirements of each, but Sovereign Harbour Community Association will not be responsible for any inconvenience caused thereby to any such Hirers.

7. DAMAGE TO PREMISES OR PROPERTY

- a) The cost of any damage to the premises or property caused by hirer shall be met by the Hirer.

8. INDEMNITY CLAUSE

- a) The Hirer shall be liable for and shall indemnify Sovereign Harbour Community Association against any claims arising from any death or personal injury suffered by any person arising in any way from the Hirer's negligence.
- b) The Hirer shall be liable for and shall indemnify Sovereign Harbour Community Association against any claims arising from any loss or damage to any property arising in any way from the Hirer's negligence.
- c) The Hirer shall effect such insurance in connection with the hiring as Sovereign Harbour Community Association may require.

9. QUALIFICATIONS AND CHILD PROTECTION

- a) The hirer (and if appropriate and club represented by the hirer) must ensure that coaches possess and maintain appropriate national governing body qualifications where necessary. Copies of these qualifications may be required to be provided to Sovereign Harbour Community Association.
- b) The hirer (and if appropriate and club represented by the hirer) must also ensure they have received appropriate clearance where necessary (e.g. Disclosure and Barring Service) for any coaches and supervisors they use who will be working with children. Sovereign Harbour Community Association may require explicit confirmation that such clearance has been obtained

10. EXCLUSION CLAUSES

- a) Sovereign Harbour Community Association. Shall not be liable for any death or personal injury suffered by any person arising in any way in connection with the letting of the Premises except where such death or personal injury is caused by Sovereign Harbour Community Association negligence.
- b) Sovereign Harbour Community Association. Shall not be liable for any other loss or damage to any property arising in any way in connection with the letting of the Premises.
- c) Sovereign Harbour Community Association. shall not be liable for any loss arising from breakdown of machinery, failure of electricity supply, leakage or water, fire, Government restriction or Act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.
- d) Sovereign Harbour Community Association shall not be liable for any loss due to a force majeure.

11. SAFETY INSTRUCTION

- c) A Manager shall have access to the Premises at any time and the Hirer shall comply with the instructions of Sovereign Harbour Community Association.
- d) The arrangement of any seats and means of ingress and egress to and from the Premises shall always be under the control of Sovereign Harbour Community Association.

- a) Access for any of the Emergency Services shall be kept free of obstructions and be available at any time.

12. PRESERVATION OF GOOD ORDER

- a) The Hirer, or Responsible Representative, shall be responsible for: -
- I. The order and safe admission and departure of persons to and from the hired Premises in the case of an emergency.
 - II. The safety of the hired Premises and the preservation of good order and decency therein.
 - III. Ensuring all doors giving egress from the hired Premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired Premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired Premises.
- b) The Hirer shall provide such number of stewards as may, in the opinion of Sovereign Harbour Community Association be necessary to secure the proper conduct of the function and, where necessary, for the regulation of traffic and the parking of vehicles. Sovereign Harbour Community Association reserves the right to provide or nominate a number of such stewards and, when this is done, the cost is to be borne by the Hirer. All stewards shall wear throughout the period of the hiring a distinguishing badge.
- c) If the Hirer fails to observe and perform any one or more of the stipulations contained in the aforementioned provisions of this condition, Sovereign Harbour Community Association may charge to and recover from the Hirer any expenses incurred by Sovereign Harbour Community Association engaging Police Officers or other persons to secure such observance and performance if required.

13. FURNITURE

- a) The Hirer must set up and pack up furniture and equipment before and after the event Unless this service has been purchased and/or agreed with the Management during the booking process.

14. USE OF PREMISES & FACILITIES

- a) No part of the hired Premises shall be used for the purpose of gambling.
- b) Unless specifically authorised, no part of the hired Premises shall be used for the sale of goods by auction or otherwise except where the Premises are specifically hired for the purpose of holding a Sale of Work or other similar hiring.
- c) The Hirer's own produced leaflets, posters and advertising for the promotion of events held at the Premises concerned must receive prior approval from the Manager. The Manager reserves the right to alter or refuse such copy.
- d) The Hirer shall state the purpose of use on the booking application. Any activity or service that duplicates an activity or service offered by the facility may result in the management refusing a hire or termination of booking.
- e) Smoking is not permitted within any of the facilities.
- f) The management reserve the right to cancel any booking at any time if any of the conditions of hire are not met.

15. COPYRIGHT, LICENCES, ETC. (WHERE APPLICABLE)

- I. Premises are subject, as appropriate, to the following Acts,
- II. Premises Licence
- III. The Performing Rights Society (PRS). In accordance with a licence issued by this Society, the fee for any performance at which music is given is subject to an additional charge to cover the Society's fee. The Hirer shall furnish to the Sovereign Harbour Community Association such information as to music performed and so enable the Sovereign Harbour Community Association to comply with the conditions of the licence.

- a) Licences are held by Sovereign Harbour Community Association and can be seen on request. The Hirer shall not use or permit the Premises or any parts to be used for the performance in public of any dramatic or musical work, or for the delivery in public of any lecture on which copyright subsists, without previously obtaining the consent of the owner of the said copyright.
- b) The Hirer also agrees that he/she will not in any matter infringe any subsisting copyright and that he/she will indemnify Sovereign Harbour Community Association against all sums of money which it may have to pay by reason of breach or infringement of copyright occurring during the period of hire covered by these conditions.

16. INTOXICATING LIQUOR

- a) Neither the Hirer nor any Person on His/Her/Their behalf or by His/Her/Their permission shall sell excisable liquor without the necessary licence. A hirer wishing to sell intoxicating liquor can only do so with specific permission from the Management and the appropriate licence should be produced to the Manager prior to the event starting.

17. EXPIRATION OF LETTING

- a) The Hirer shall leave the Premises and equipment in a clean and orderly state and any property of the Hirer shall be removed, upon the condition that Sovereign Harbour Community Association are free of all liability for any loss or damage to such property. If the Hirer fails to leave the Premises in a cleaned and orderly state the Management shall be at liberty to make an additional charge.
- b) If the Hirer requires to clean the Premises or to collect the equipment the following day the Management may charge the Hirer for the extended period of hire.

18. RESERVATION OF RIGHT OF ENTRY

- a) The right of entry to the hired Premises is reserved to the Manager of Sovereign Harbour Community Association and any Fire or Police Officer on duty at the time and the Hirer shall ensure that the stewards are informed accordingly.

19. COMPLAINTS

- a) Complaints arising out of the hiring should be raised with the Chair of the Sovereign Harbour Community Association.

20. EMERGENCY PROCEDURES

- a) In the event of an emergency the Hirer shall comply immediately with any instructions given by the Manager of the Premises concerned.
- b) In the absence or apparent absence of the Manager the Hirer shall evacuate the building and call the Emergency Services.

21. REVISED CONDITIONS

- a) The Management reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting which they may consider expedient.

22. APPLICATION OF THESE CONDITIONS

- a) Should any matter arise which is not covered by the preceding conditions, or if there be any doubts as to the interpretation of any of these conditions, the decision of the Manager shall be final.

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