



TERMS AND CONDITIONS OF HIRE FOR FACILITIES

1. Interpretation

For the purpose of these Terms and Conditions:

'Centre' means the Venues as stated at the top of the contract of hire, and its demesne or any part thereof.

'Manager' means the Centre Manager or an officer authorised to perform his/her duties.

'The Organisation' means Portsmouth City Council acting through any committee, or any officer duly authorised for the purpose.

'The Event' shall mean the purpose or purposes for which the accommodation is required as stated in the booking form which is attached hereto.

'Paid' means, cleared funds to our account.

2. Tickets and Publicity Material

In all correspondence, tickets, publicity or descriptive material, the venue must be referred to by its official name. The Hirer shall not publish, distribute or exhibit any bill, notice, programme, ticket or other matter to be used in connection with the function or event for which any part of the Centre is to be used until one copy of the same has been submitted to the Centre Director and the Centre Director has approved them.

3. Address

All applications for hire must be made in writing with the appropriate deposits. The application becomes a booking when it is confirmed in writing by the Manager and a receipt for the deposit issued. The Organisation may refuse the application without stating their reason for doing so.

If the Manager accepts the application the person signing the application form shall be deemed to be the Hirer and, as such, the person responsible to the Organisation for the payment of the hiring fee and of the observance of the Terms and Conditions. But this provision is without prejudice to the right of the Organisation to hold responsible and proceed against, if necessary, anybody of persons, whether corporate or unincorporated, on whose behalf the person signing the application form makes the application.

4. Regulations

The Hirer will be bound by the Rules and Regulations governing the use of the Centre which are displayed on the premises and which are deemed to be incorporated in these Conditions, and by any additional site-specific conditions which may be issued as part of the agreement. Copies of the specific Rules and Regulations, relating to the hired Centre, are available on application to the Manager.

5. Charges

The scale of charges to be paid for the use of the Centre shall be in accordance with the scale laid down by the Organisation or as determined by the Organisation upon receipt of the Hirer's application and shall be notified to the Hirer when the Organisation's formal acceptance of the hiring is forwarded to the Hirer. If the application is not granted, any deposit taken will be refunded by direct debit.

The use of the Centre by the Hirer shall not be deemed to have terminated until the Hirer and all his/her employees, licenses and invitees have left the facility hired and the Manager is in a position to prepare for the next activity or lock the doors as may be appropriate.

I. Deposits and Payments for Event and Conference Hire

For 'one-off' bookings or bookings under £100.00 must be paid in full 4 weeks prior to the booking date. All bookings over £100.00 will be required to pay a deposit at the time of booking.

Meetings

Payment should be made in full in advance of your booking. Payment by invoice subject to agreement by management on receipt of complete and accurate booking and invoice details. Cancellations can be made up to 7 days prior to your booking with no charge. Over 7 days you will be subject to the full charge of the booking. Cancellations can only be received by email 8am-8pm Monday to Friday, sent to johnpoundscentre@portsmouthcc.gov.uk

II. Block bookings

Cash bookings must be paid for on a weekly basis.

Portsmouth City Council reserves the right to request payment in full if the agreed payment schedule is not adhered to.

Parties -

A deposit of £150 must be paid at the time of booking if the total is less it is to be paid with the initial application. The outstanding balance must be paid 4 weeks prior to the booking date.

Running over time – a charge of £50 per half hour will be made for parties that run over the agreed completion time.

III. Late payment charges

We understand and will exercise our statutory right to claim interest of 8% and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

6. Cancellation

A. By the Organisation

If the space or facilities booked are required for any matter of special importance or any purpose connected with national or local requirements or emergency or are, in the opinion of the Organisation, rendered unfit for the use by the cause outside the Organisations control, the Centre reserves the right to cancel bookings and return the fees paid. In such circumstances, the Hirer is not entitled to compensation.

The John Pounds Centre reserves the right to terminate any event, entertainment or meeting, which in its opinion is not properly conducted.

B. By the Hirer – Events

If the Hirer cancelled the booking before the period three months prior to the event, the initial deposit will be returned. After this date the Organisation may retain the initial deposit, plus the secondary deposit, or charge for the amount by way of liquidated damages.

Block bookings and meeting room bookings must give 6 weeks' cancellation notice in writing to johnpoundscentre@portsmouthcc.gov.uk or the full hire charge will be liable. Bookings made within 6 weeks until the hire date which are then subsequently cancelled will be charged the full rate.

C. Change of Space.

The Centre reserves the right to change the booked space/location for an alternative, appropriate space if required with the appropriate notice whenever practically possible. Therefore, it is imperative that the Centre holds up-to-date contact details at all times.

7. Catering and the Sale of Alcoholic Liquors

The Organisation reserves the exclusive right to sell, serve, or supply any drinks, alcoholic or otherwise, at the Centre and decide at what events they are to be sold.

If the Hirer wishes a licensed bar to be provided he/she must give the Manager two month's written notice prior to the event.

No refreshments of any description may be brought in by the Hirer or Users. The Hirer will instruct his/her Stewards/Officials of these conditions.

In the event of a licensed bar being provided, alcoholic liquors will only be sold during the times and subject to any conditions specified in the licence granted by the Justices.

The Manager may stop the sale or supply of alcoholic liquors and close the bar at any time if in his/her opinion, any person or persons in the Centre shall behave in an unruly manner or if him/her considers that unruly, disorderly or unseemly behaviour may occur at the Centre, or if it is found that the Hirer/Users have contravened the provision of this condition.

It is an offence for any person under the age of 18 to buy, attempt to buy, or consume alcoholic liquor and it is also an offence for anyone to buy alcoholic liquor for consumption by a person under the age of 18. The Hire shall comply with any rules restricting access to licensed areas of persons under the age of 18.

External caterers - the hirer should provide the Manager the appropriate licenses at the time of booking and paying the deposit. Portsmouth City Council reserve the right to reject the booking if the appropriate licenses to include public liability insurance and food handling certification are not produced by the hirer at this time.

There is no access to the kitchen facilities on site.

8. User

The Hirer shall not use or cause or permit any person to use the Centre for any purpose other than the purpose for which the same was hired.

9. Assignment and Sub-Letting

The Hirer shall not assign or sub-let the right to use the Centre or any part thereof without the prior written consent of the Manager.

10. Attendances

The maximum number to be admitted to any function held is 250. The Hirer must ensure that this number is not exceeded.

11. Supervision

The Centre can provide supervisory staff, at an additional charge. An Officer is also always on duty who has ultimate responsibility for the security of the entire building, for the provision of booked facilities for events taking place during his duty period and such other facilities as, in his/her opinion, are reasonably required relating to the event for which the booking was made. The Company's staff will not accept orders or instructions from Hirers.

The Hirer is responsible for the administration and organisation of the event and the supervision and control of all and any guests, spectators, performers, competitors, officials and third-party contractors in accordance with conditions agreed prior to the event.

12. Car Park and Cloakroom

The Organisation may make such charges for use thereof as they think fit and retain the revenue from car park and cloakrooms, but shall not be responsible for any loss or damage to any person, property or vehicle. The Organisation accepts no responsibility for accidents within the Centre car parking areas, or the approaches to the Centre.

- a. The Organisation reserve to themselves the right of entry for their duly authorised officers and servants to all parts of the Hired Accommodation at all times and require that instructions must be given by the Hirer for their admission.
- a. The Organisation reserves the right to refuse admission to, or remove from Hired Accommodation and the Centre, any person, without stating any reason therefor.

13. Conduct and Maintenance of Good Order

- a. The Hirer must provide and pay for such number of Stewards and Police as the Manager considers necessary for the proper conduct of the function for which any part of the Accommodation is hired, regulation of the traffic in connection therewith, or the protection of the Organisations property. If the Hirer fails to comply with this condition the Organisation may, with prejudice to their remedies at law, engage such stewards and/or Police as they think fit and charge such costs to the Hirer.
- b. The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the accommodation and that no person shall trespass on parts of the Centre not hired by the Hirer. The Hirer shall, at all times, be responsible for the maintenance of good order and discipline within the Centre.
- c. The Centre and grounds are **NON SMOKING/VAPING**.
- d. The Centre has a zero tolerance policy on drug use.

14. Licences

- a. If the Hired Accommodation is licensed for the sale of intoxicating liquor and for music, singing and dancing no further licences for these specific purposes. The Hired Accommodation is not licensed for cinematography performances and in no circumstances, may the Hirer use the premises for cinematography performance for which a licence is required.
- b. Copies of the Intoxicating Liquor and Music, Singing and Dancing Licences may be inspected on application to the Manager and the Hirer shall be deemed to have had notice of all such Conditions whether such application is made or not.
- c. The Hirer must ensure that any agreed use of live or pre-recorded music is covered by the appropriate PRS or PPL licences and that the appropriate performance fees are paid.

15. Right to Sell Tickets

The John Pounds Centre reserves the right of sale of tickets on behalf of the Hirer at the Centre for advance bookings, or on the day, in respect of any event for which the Centre or part thereof has been hired. The centre will charge a fee for selling tickets on behalf of the hirer.

16. Force Majeure

An event at or around the Premises that is beyond the control of Parties and prevents either (or both) of them from complying with one or more of their respective obligations under the hire agreement. Such acts include, but are not limited to: acts of God (such as hurricanes, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; toxic contamination; labour unrest (such as strikes, go slows, lock-outs or disorder); acts or threats of terrorism; utility service failures.

17. Flyposting

The Hirer shall not display or permit or suffer to be displayed by any person in any location in the United Kingdom any advertisement as defined by the Town and Country Planning (Control of Advertisement) Regulations 1989 (or any amendment or re-enactment) advertising the function or venue except in compliance with those regulations and shall indemnify the Organisation against all proceedings costs, claims, losses, damages fines charges and

expenses in respect of any proceedings whether civil or criminal in connection with the display of any advertisement in breach of the regulations.

18. Electricity at Work Regulations

All electrical appliances used in the Centre must conform to the Electricity at Work Regulations 1989. All equipment must have undergone portable electrical appliance safety testing (PAT) in line with current legislation and should be identified accordingly. All such equipment should be accompanied by a test certificate.

Where such testing has not been performed the Centre can test, on site with prior notice and provide such PAT certification for a small fee.

19. Services and Alterations

No additional water, gas, telephone or electrical equipment or alterations shall be installed and no structural or other alterations shall be made to the fabric of the building nor to any of the Organisations installations without prior arrangement and upon such terms as may be stipulated by the Manager and to his/her entire satisfaction and under this supervision.

20. Exits and Entrances

The Hirer shall not close, block or obstruct any corridor, internal or external entrances or exits to the Centre nor remove or tamper with fire-fighting equipment. The hirer is responsible for informing the centre in advance and on the event day of any person/s that may need specific assistance to exit the building in an emergency.

21. Damage

The Hirer agrees to pay to the Organisation on demand the cost of reinstating any damage caused to the Centre's fabric, fixtures, fittings, equipment, apparatus, furniture or contents thereof by him/her or by any person under his/her control or involved with the event.

No equipment requiring attachment to the fabric of the Centre shall be installed, nor may any placard or other article be fixed thereof without prior arrangement and upon such terms as may be stipulated by the Manager and to his entire satisfaction and under his supervision.

22. Complaint by the Hirer

Complaints or grievances by the Hirer respecting the use of the Centre or of the arrangements therewith should be made known to the Duty Officer present at the time. Should a satisfactory solution not be found immediately, reference should be made, in writing, to the Manager giving the grounds of such complaint, within forty-eight hours, after which no complaint shall be made.

23. Breach of Conditions

In the event of a break of these Conditions by the Hirer or his representatives or invitees, the Organisation reserves the right to cancel the hiring forthwith by notice in writing, given to the Hirer or his/her representative and may, in appropriate cases, institute proceedings against the Hirer. The Organisation shall not be liable to

refund any portion of the hiring fee to the Hirer or be liable to the Hirer or to any third party for compensation in respect of such cancellations of the hiring.

24. DATA

The John Pounds Community Trust will share the information you provide to Portsmouth City Council to ensure continuation of service to all customers as of April 1 2025.

Portsmouth City Council

John Pounds Centre

23, Queen Street

Portsmouth

Hampshire

PO1 3HN

E: johnpoundscentre@portsmouthcc.gov.uk

T: 023 9289 2010

Name of Lead person:

Signature:

Date:

(Please sign and return with your completed and signed booking form)