

**CONDITIONS, RULES AND REGULATIONS
FOR THE HIRE OF FACILITIES AT
BRACKNELL LEISURE CENTRE,
BAGSHOT ROAD, BRACKNELL, BERKSHIRE**

Tel: 01344 861717 (office) or 01344 454203
(reception) Fax: 01344 868511 (office)

1. ALL CORRESPONDENCE SHALL BE ADDRESSED TO:

Bookings Officer
Bracknell Leisure Centre
Bagshot Road
Bracknell, Berkshire
RG12 9SE

2. VENUE.

In all correspondence, advertising, etc., refer to the venue as the Bracknell Leisure Centre.

3. PAYMENT OF FEES.

The Hirer must pay the full fee in respect of any hiring to the Council at least 28 days before the event. For larger events (a booking of 5 or more consecutive hours duration for a whole hall or area) the fee shall be payable at least 6 months before the date of the booking.

In the case of a booking being accepted less than 28 days (or months for larger events) before the start of the event, the hiring fee shall be payable immediately on acceptance.

4. USER.

The Hirer shall not use the Centre for any purpose other than the purpose for which for the same was hired.

5. NO ASSIGNMENT OR SUB-LETTING.

The Hirer shall not assign or sub-let the Centre without first obtaining the Council's permission in writing.

6. ACCOMMODATION AVAILABLE.

It will be a condition of the Hiring that the maximum number to be admitted to any function held shall be: -
MAIN HALL:

- Not more than 1500 persons for dancing or seated.

3M HALL:

- Not more than 800 persons for dancing or seated.

FOREST SUITE:

- Not more than 300 persons for dancing or seated.

7. STAFF AND EQUIPMENT NEEDS.

The Hirer will also be charged for setting up and taking down the venue including any necessary costs incurred for staff and materials. A plan of the event and a list of all equipment needed must be provided at least 14 days before the event. No contractors shall be allowed on site without the written prior consent of the Centre Manager or the Maintenance Manager.

The Hirer must provide adequate staff for issuing and receiving tickets at the entrance to the Centre and for the proper supervision of the function.

8. CATERING AND THE SALE OF ALCOHOLIC LIQUOR.

The Council reserve to themselves the right of sale of all refreshments in the Centre.

The Council, by themselves or through their contractors, reserve the exclusive right to sell, serve, or supply any drinks, alcoholic or otherwise, at the Centre and to decide at what events they are to be sold. If the Hirer wishes a Bar to be provided he must give the Bookings Officer at least 14 days' notice before the date of hiring. **No drinks of any description may be brought in by the Hirer or users.** The Hirer will instruct his stewards or officials of these requirements. In the event of a bar being provided, alcoholic liquors will be sold subject to the times and conditions specified in the occasional licence granted by the Justices.

The Manager or the Council's contractors may stop the sale or supply of alcoholic liquors and close the Bar at any time if any persons in the Centre shall behave in an unruly manner or if it is considered that such unruly, disorderly or unseemly behaviour may occur at the Centre, or if it is found that the Hirer/users have contravened the requirements above, when a charge of £50 or anticipated loss of profits will be made, whichever is the greater.

9. RIGHT TO FORBID ENTRY.

The Council shall be responsible for the maintenance of good order and discipline within the Centre and shall reserve the right of admission to the Centre.

10. BROADCASTING AND FILMING RIGHTS.

Nobody booking the Centre may grant broadcast (sound or television) or filming rights without the prior written consent of the Council. If such consent be given, the Council reserves to itself the right to take part in any negotiations, to be a party to the terms and conditions of any agreement reached and to share in any income and publicity derived there from.

11. GAMBLING.

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to Gaming, Betting and Lotteries.

12. SMOKING

The Hirer and guests must adhere to Bracknell Leisure Centre No Smoking Policy. An entire 'No Smoking' Policy applies for all areas.

13. MUSIC AND DANCING.

The Hirer shall observe all regulations applicable to music and dancing in public places.

14. RIGHT TO SELL TICKETS.

The Council reserve to themselves the right of sale of tickets for advance bookings in respect of any hiring of the Centre.

15. ELECTRICITY, GAS AND WATER.

No additional water or gas or electrical equipment or alterations shall be installed in the Centre without the express written permission of the Manager and to the satisfaction of and under the supervision of the Maintenance Manager.

16. HIRER'S LIABILITY FOR LOSS AND DAMAGE.

- (a) It is a condition of the hiring that the Hirer shall be liable for, and accept full responsibility for, injury or cost of repair of any damage to the Centre which may be occasioned, done or committed during the period of the hiring of the Centre or any part thereof, or to any furniture, fixtures or fittings or other property contained therein whether belonging to the Council or the Council's contractors, agents, licensees or employees and for any loss or removal of any such furniture, fitting or other property.
- (b) The decision of the Council as to the appropriate sums to be paid by the Hirer in respect of damage done to the Centre shall be final and conclusive.

17. COUNCIL'S INSURANCE.

The insurance held by the Council must not be invalidated by any action of the Hirer.

18. INDEMNITY IN RESPECT OF THIRD PARTIES.

The Hirer shall indemnify the Council from and against any claim for damages, costs or expenses which may be made against the Council in respect of any personal injury or loss of, or damage to, property, sustained by any person occurring during, or in consequence of, the hiring.

Proof of Third Party liability cover (with a minimum level of indemnity of no less than £2 million) must be provided before the booking is confirmed.

19. EXITS AND ENTRANCES.

The Hirer shall not close or block any internal or external entrances or exits to the Centre.

20. RIGHT OF ENTRY.

The Council reserve for any duly authorised officer or servant of the Council, Chief Constable and Chief Fire Officer or their duly authorised representatives, the right of entry at all times to the Centre and to require the Hirer to refuse admission to or remove from the Centre any disorderly person or persons or any article which is a possible source of damage or danger.

21. CANCELLATION OF HIRING AND FORFEITURE OF HIRING FEE.

- (a) In the event of a booking being cancelled by the Hirer, 25 per cent of the hiring fee shall be retained by the Council. This is done by way of liquidated damages and not by way of penalty in respect of such cancellation of the hiring.

The whole of the hiring fee shall be retained when cancellation occurs within a lesser period than stated below:

- 14 days notice before the date of the block booking (sports)

- 28 days notice before the date of the booking in either the Balcony Hospitality Suite, Meeting Room or Forest Suite

- 3 months notice before the date of the booking for any Large Event.

- (b) If any circumstances over which the Council have no control renders the Centre not available for the Hirer on any day of the hiring or any part of such day the Hirer shall not be entitled to compensation in consequence thereof or in connection therewith.
- (c) The Centre retains the right to cancel any event or booking without notice as necessary. In the case of cancellation by the Centre the whole of the fee paid shall be refunded.

22. PREMISES LICENCE

All potential bookings must conform to the Bracknell Leisure Centres Premises Licence. The Hirer must also where necessary, provide evidence that their Organisation has up to date Safeguarding Policies in place and which adhere to Berkshire Child Protection Procedures. In absence of this, a Risk Assessment must be completed by the Hirer.

22A PERFORMANCE LICENCE

Where relevant the Hirer will produce evidence of appropriate children's Performance Licences.

23. SIGNAGE / FLY POSTING

Hirers are advised that any signage placed outside the Leisure Centre grounds must be approved by the relevant authorities. Failure to do so may result in prosecution. Fly posting and placard advertising is not permitted. Any event wishing to advertise within the Centre grounds must do so through the Marketing Department based at Bracknell Leisure Centre.

24. BREACH OF CONDITIONS, ETC.

In the event of a breach of any of the foregoing conditions, rules and regulations by the Hirer or his employees, agents, licensees or invitees, the Council reserves the right to cancel the hiring forthwith by notice in writing given to the Hirer or to his representatives and in so doing the Council 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 cancellation of the hiring.