

Queens Park Tennis Club CIC
East Drive, Brighton, East Sussex BN2 0BQ
www.qptc.co.uk

Agreement for Hire of the QPTC Clubhouse

This agreement is made between _____
and Queens Park Tennis Club Community Interest Company (QPTC).

QPTC agrees to permit the hirer to use of the Queens Park Tennis Club Clubhouse for the following purpose:

_____.

The room, hire dates, times and fees are detailed in the attached statement and invoice.

The hirer agrees to pay the hire fee of £_____

I have read and understood the conditions of hire, and I agree to comply with them. I also agree to comply with any particular conditions imposed on this hire. I understand that my deposit may be forfeited if I fail to comply with these conditions or fail to return any keys issued to me within a reasonable time. I understand that I may be required to pay for any loss or damage to the QPTC clubhouse for which I am responsible.

Signed: _____ Date: _____

Address: _____

Telephone/email: _____

How to pay us – by cheque payable to Queens Park Tennis Club, or by BACS transfer to 30-91-25 a/c 00523357. Please use the invoice number as a reference so that we can trace your payment. We refund your deposit by BACS transfer (the payment will appear on your statement as 'QPTC'). There is also the option of debit card chip & pin payment using the clubhouse payment system.

QPTC Clubhouse - Conditions of Hire

1) Payment

- a) Payment of a refundable deposit and a hire fee is required for all bookings.
- b) The booking will not be confirmed until the deposit payment has been received.
- c) Payments (for deposit and hire fees) must be received by us:
 - i) No later than 14 days before the date of the event if paid in cash or by BACS transfer, or
 - ii) No later than 21 days before the date of the event if paid by cheque. Payments by cheque must be supported by a guarantee card.
- d) If your booking is made at short notice (within 14 days of the event) we may require payment in cash. How to pay us – by cheque payable to Queens Park Tennis Club, or by BACS transfer to 30-91-25 a/c 00523357. Please use the invoice number as a reference so that we can trace your payment. We refund your deposit by BACS transfer (the payment will appear on your statement as 'QPTC'). There is also the option of debit card chip & pin payment using the clubhouse payment system.

2) Retention of Deposits

- a) We may retain all or part of your deposit if we suffer losses or damage for which you are responsible. If our losses exceed the amount of your deposit, we may demand additional compensation.
- b) We may retain all or part of your deposit if you fail to return keys within a reasonable time.
- c) QPTC reserves the right to charge for professional cleaning.

3) Cancellation

- a) Cancellations should be notified to us at least 14 days in advance. If less than 14 days notice of cancellation is given, any refund is entirely at the discretion of the management committee.
- b) We reserve the right to cancel any booking in order to carry out essential repairs or maintenance; in this event any payments will be refunded.

4) Liability for Loss or Damage

- a) You are responsible for any loss or damage suffered by QPTC as a consequence of your activities as a hirer. This includes (but is not restricted to) damage to the premises, tennis courts, fencing, fixtures, fittings, furniture and equipment, call-out fees for false fire alarms, and loss of income.
- b) You are responsible for the actions of people you admit to the pavilion as part of your booking, or who gain access to the pavilion because you fail to control access properly.

5) Access

- a) One off events require a representative from QPTC to unlock and lock up the premises, at the discretion of QPTC.
- b) Regular users can be given their own key, at the discretion of QPTC.
- c) All keys are property of QPTC and must be returned on request.

6) Fire Precautions

- a) You must read and comply with the fire notices posted in the building. You

should familiarise yourself with the fire alarm points, the location of extinguishers and the available escape routes.

b) You must not obstruct any fire doors or escape routes, damage any fire safety equipment, cause any dangerous accumulations of combustible materials to occur, or do anything likely to cause a fire risk.

c) In the event of a fire, your primary responsibility is to ensure the rapid and safe evacuation of the building.

d) If you know that a false alarm has been raised (for example, because a member of your group has accidentally triggered the alarm) you may cancel it. You should only do this if you are certain that there is no fire.

e) You must contact us using one of the emergency numbers on the fire notices if there has been a fire alarm, even if it was a false alarm (the building may not be properly protected until we have completely re-set the system).

f) You must inform QPTC if any of the fire extinguishers has been used, whether deliberately or accidentally.

g) You must not let off fireworks in the vicinity of the clubhouse or tennis courts.

7) Security

a) You must not leave the building unlocked or unattended at any time.

b) You must not copy any keys loaned to you.

c) When you leave, you must check that all members of your group have left the building and close and lock all doors behind you.

d) You must be aware that the QPTC pavilion has CCTV in operation, with cameras covering the inside and the outside of the building. In accordance with GDPR rules, any person whose image is recorded on a CCTV system has a right to seek and be supplied with a copy of their own personal data from the footage. QPTC retains footage for 28 days, and no footage is shared with third parties, except in the event of a written request by the police.

e) You must respect the capacity of the venue and not overcrowd the building. The pavilion capacity is 45 for seated events and 50 for standing events.

8) Alcohol

All the conditions set out here apply whether the hirer is operating a paid bar, or is supplying drink for a private function, or is organising a private function with a Bring Your Own (BYO) policy in place. In all these events, the following conditions must be observed. Nb. QPTC reserves the right to ensure that a club representative is present throughout private functions, at their discretion. There may be an extra charge to cover this service.

a) The venue is licensed to sell alcohol within normal licensing hours: 12 midday until 23:00.

b) Hirers must read and understand the BHCC laminated notices kept in the bar area and sign a form to show they have understood the Licensing requirements. Hirers must understand the four licensing objectives: the prevention of crime and disorder; public safety; the prevention of public nuisance; and the protection of children from harm.

c) Alcohol must not be sold or served to anyone under the age of 18. The hirer must not allow the consumption of alcohol by anyone under the age of 18.

d) Alcohol must not be sold for consumption outside QPTC (the clubhouse and the area immediately in front of the clubhouse). Alcohol may be consumed in the area immediately in front of the clubhouse provided the following requirements are strictly observed:

e) Drinking glasses or glass bottles are not allowed outside of the clubhouse. Members and guests are required to use plastic cups/receptacles in the outside area. Hirers are responsible for supplying their own plastic cups/receptacles. These can also be supplied by QPTC by arrangement.

f) Members and guests are not allowed to use the outside area, for drinking, conversation or recreation after 9pm, under any circumstances. The hirer must ensure the outside area is completely cleared by 9pm.

The hirer is reminded that it is against the law:

- To sell alcohol to someone under 18 anywhere.
- For an adult to buy or attempt to buy alcohol on behalf of someone under 18. (Retailers can reserve the right to refuse the sale of alcohol to an adult if they're accompanied by a child and think the alcohol is being bought for the child.)
- For someone under 18 to buy alcohol, attempt to buy alcohol or to be sold alcohol.
- For an adult to buy alcohol for someone under 18 for consumption on licensed premises.

g) The hirer must at all times follow the Challenge 25 policy, which has been developed by the Retail of Alcohol Standards Group to support the effort to eradicate underage sales. The venue or the hirer simply requires that every person buying an age restricted product such as alcohol, who looks under the age of 25, is challenged to produce a valid ID.

h) The hirer is responsible for the prevention of crime and disorder, for the prevention of public nuisance, and for public safety at all times. For private events, the hirer must take full responsibility for the orderly arrival and departure of guests, ensuring that only invited guests access the building. A door check policy, using a list of invited guests, should be in operation where necessary.

i) The hirer is responsible for the quick and safe collection and disposal of all glasses, glass bottles, cans, plastic cups, plastic bottles and plastic glasses at the conclusion of all events. The hirer is responsible for the quick disposal of recyclable materials (glass bottles, cans, plastic cups and bottles), and not to leave them at the clubhouse.

j) The hirer must ensure that all guests and participants leave the venue quickly and quietly at the end of an event. There must be no drinking, conversation or recreation at the venue after 11pm.

9) Illegal Drugs

a) You must not allow illegal drugs on the premises.

10) Noise

a) All bookings must end by 11pm (Mondays to Sunday). You must ensure that members of your group leave the premises quietly, in the daytime and in the evening. Please make sure there are not animated conversations taking place outside the premises loud enough to cause a nuisance to neighbours.

11) Heating

a) You must follow the instructions for the heater and thermostat, supplied by QPTC.

12) Parking and Vehicle Access

- a) There is on street parking on East Drive, North Drive and West Drive. Guests are asked to park sensibly and respect local parking regulations.
- b) By prior arrangement, you may bring a vehicle into park, for loading and unloading, by the large park gate on East Drive. Vehicles are not allowed to park for more than a few minutes within the park itself.
- c) Visitors to the park, including children, use this gate to access the park. You must exercise extreme care when manoeuvring in this space.

13) Smoking

- a) It is illegal to smoke or vape in the building. It is a condition of hire that members of your group may smoke or vape outside of the building, well away from the front door, and that they also dispose of their cigarette butts safely and tidily.

14) Your Equipment and Decorations

- a) You must obtain our agreement in advance if you intend to introduce any materials or equipment into the premises (including the area outside the pavilion) that might introduce a safety hazard, cleaning problems or inconvenience to other users; for example straw, hay, sawdust, flammable drapes, glues, paints or cooking equipment. We may refuse permission to introduce these items or impose additional conditions on your hire to mitigate hazards.
- b) Smoke machines trigger our fire alarm system. You must not use smoke machines in the premises.
- c) If you intend to introduce decorations or signs into the building, you must tell us about this.
- d) Any other decorations must use temporary fittings; for example 'BluTack' or masking tape, and you must remove them at the end of your booking.
- f) You must not use permanent or semi-permanent fittings, for example nails, screws and staples. You must not use drawing pins for any purposes – they are easily lost and are dangerous to small children.
- g) You must not attach anything to electrical wires, gas or water pipes, or electric, gas or water fittings.

15) Insurance

- a) The pavilion is insured for Queens Park Tennis Club CIC public liabilities. You may inspect our certificate of insurance on request.
- b) We do not insure our users against risks resulting from the activities they undertake – it is your responsibility to insure against these risks.

16) Health & Safety

- a) You must ensure that your activities, levels of supervision, working practices and equipment comply with current health and safety legislation and guidance.
- b) You must take reasonable care at all times for the safety of yourself and all others who might be affected by your actions.
- c) Children must be supervised at all times and remain the responsibility of the booking party.

17) Accidents

- a) All accidents or near-accidents must be notified to the office so that we can try to prevent any re-occurrence.

- b) There is a first-aid box in the kitchen. You must notify the office if you use any supplies so that we can re-stock.
- c) If there is no QPTC member available, you should post a note of the accident and/or use of first-aid supplies through the office door letterbox.

18) Afterwards

- a) Furniture
 - i) After use, furniture must be returned to its proper place.
 - ii) You must observe any notices regarding the placement of furniture and how it should be stacked.
- b) Cleaning and Tidying
 - i) You must ensure that the rooms you have used are left clean enough for the next hirer.
 - ii) Floors should be swept (and mopped if there were any spillages). Brooms, mops, buckets, dustpans, etc are kept next to the kitchen.
 - iii) All rubbish must be taken away, or put in the industrial bin in the garden if there is room. You must not pile rubbish up by the bin.
 - iv) You must check the toilets and clean them if necessary.
 - v) Due to lack of space, QPTC does not encourage clients to leave their own belongings within the pavilion. If we have allowed you to store equipment on the premises, whether in a store room or elsewhere, you must ensure that it is stored safely and tidily so that it does not constitute a fire risk or any other hazard to anyone. You must remove stored equipment promptly when required to do so.

19) Public space

- a) You must be aware that the QPTC pavilion is based in a public access space, Queens Park. While QPTC offers exclusive use of the pavilion on the terms outlined, QPTC is not responsible for the public access area surrounding the clubhouse. The area immediately surrounding the pavilion remains open to members of the public.
- b) You must take reasonable care at all times for the safety of yourself and all others who might be affected by your actions in the park.
- c) Any incidents, conflicts or complaints between you and members of the public should be reported to reported to QPTC.
- d) The QPTC pavilion and tennis courts are located within the dog-free area of Queens Park. [*]

In accordance with the 2009 Dog Exclusion (Brighton & Hove) Order, dogs are not allowed in the area of the QPTC pavilion, inside the building or outside the building, whether on a lead or otherwise. Under the Equality Act, guide dogs and other assistance dog owners have the right to enter the area of QPTC and the QPTC pavilion.

[*] (1) That the Cabinet Member for Environment agrees to the amendment of the Dogs Exclusion (Brighton and Hove) Order 2009, for Queens Park resulting in no dogs (whether on a lead or otherwise) being permitted inside the fenced Southern Lawns area, the Quiet Garden, the Wild Garden, the cascade area, tennis courts and bowling green