

# Conditions of Hire



## SITE:

The facilities which are the subject of this hirer agreement are as detailed on the Booking Form. The specified subjects of hire are situated at the South of England Showground, Ardingly, and all ground known as the Showground including the Norfolk Pavilion, the Lindfield Suite, the Queen's Jubilee Hall, the Abergavenny Building, the Robins Building, NFU Building, Young Farmers' Building and the Stockmans Building. Hire of any part of the aforementioned premises will include the use of adequate toilet facilities and water supply.

### 1. USES:

The facilities may be hired for the purposes of exhibitions, events, conferences, dances, dinners, receptions, public meetings or for such other purposes as the officers of the South of England Event Centre Limited ('the Event Centre') may approve. The Hirer shall only be permitted to use the facilities for the purpose specified on the booking form.

### 2. ACCIDENTS:

Hirers have a responsibility to report any accident to the Showground's Office for the completion of the necessary official forms for the reporting of injuries and dangerous occurrence regulations.

### 3. LICENCES:

The hirer shall advise the Showground's Office of the number of people expected to attend the Showground in respect of the event for which the facilities are hired. In the event of specialist equipment being used by the hirer at the Showground which requires a special licence then it shall be the responsibility of the hirer to advise the Event Centre and to obtain the necessary licence. In the event that the number of people exceed the permitted licence, it is the hirer's responsibility to make the application for an appropriate licence to the relevant Authorities.

### 4. RISK ASSESSMENT:

The Event Centre's Risk Assessment is attached herewith for your information. It is a requirement that the Event Centre receives your Risk Assessment no later than 28 days prior to the date of the event and must be in accordance with current legislation.

### 5. STATUTORY REQUIREMENTS:

- 5.1. The Hirer shall ensure that they comply with the provisions of the Equalities Act 2010 at all times in connection with the hire of the facilities.
- 5.2. Where Statutory Requirements are relevant to a hirer, The Event Centre reserves the right to examine Safety Policies, Risk Management, Manual Handling and Control of Substances Hazardous to Health (C O S H) documents so as to ensure the Safety Health and Welfare of other hirers and the General Public. Such documents must be provided to the Event Centre on demand.

### 6. CATERING:

Without written authorisation from the Event Centre catering is not permitted on the Showground except by caterers designated or approved by the Event Centre. In this context catering means the provision whether for sale or otherwise of food and drink for consumption on the premises. Catering in the Norfolk Pavilion, Queen's Jubilee Hall and the Lindfield Suite must only be via the approved resident caterer. Any charges arising from provision of food and drink and any other services provided by the resident caterer are the responsibility of the hirer.

#### LICENCE – BARS & ENTERTAINMENT

Licensed bars may only be set up in parts of the premises approved for that purpose by the Event Centre and must be closed half an hour before the conclusion of the function. Caterers will be responsible for obtaining the requisite licences and the hirer for complying with the conditions thereof.

The showground currently holds a premises licence which covers the whole site and all buildings. Each hirer will need to have a Personal Licence in order to operate a bar at their event. The Event Centre requires every person engaged in the sale of any product with an alcohol content of over 0.5% ABV to be 18 or over and have received training from the personal licence holder regarding the four licensing objectives:

The Prevention of Crime and Disorder, Public Safety, The Prevention of Public Nuisance and the Protection of Children from Harm.

The hirer is responsible for providing a copy of their personal licence and will be subject to an additional fee in relation to the Event Centre's Licence.

Whilst operating under the Event Centre's Licence the hirer shall strictly adhere to the conditions of the Licence, failure to do so will result in the hire being terminated with no reduction of cost to the hirer.

Any event booked through our approved resident caterer will be covered by their Personal Licence.

### 7. SUPPLIES OF ELECTRICITY, GAS ETC:

Subject to availability and to circumstances beyond its control the Event Centre shall supply power for general lighting including illumination of emergency exit signs within buildings on the premises without additional charge. Any power outlets or other supplies of power requested by the hirer including additional electrical outlets for caravans or units, will be metered and charged to the hirer. Any electrical appliances brought onto the Showground by hirers or at their request or by their agents or contractors must have a current Portable Appliance Test (PAT) Certificate.

Gas equipment brought onto the Showground must have a current Gas Safe tested certificate issued by a Gas Safe registered fitter and be available for inspection by Officers of the Event Centre or HSE. In addition to one connected gas cylinder, only one spare may be stored per exhibitor/unit.

**ELECTRICAL & P.A. CONTRACTORS:**

M.D.S. (Tel: 01403 820600) are the official contractors for all electrical supplies for all areas within the Showground. The hirer must ensure that the official contractor is employed for all electrical supplies including any areas sub let by the hirer to third parties. Hirers are permitted to install their own equipment to these contracted supplies.

Hirers are reminded that all electrical equipment must have a current Portable Appliance Test (PAT), and must be operated in accordance with manufacturer's instructions. (Particularly regarding the use of halogen floodlighting and manufacturers minimum distance instructions between light fitting and any other object.)

Any equipment used or positioned in the open air or unprotected areas must be designed and suitable for use in inclement weather.

**8. PLUMBING:**

All plumbing works required by the hirer will be undertaken by the Event Centre through its direct labour force or preferred contractor and will be charged to the hirer at cost. The Hirer is specifically prohibited from procuring that any plumbing works are carried out other than in accordance with this clause. Use of hose pipes must be by permission of the Event Centre's Office.

**9. PROGRAMME:**

The hirer shall if requested submit a proposed programme of proceedings and entertainments for each occupation for the approval of the Event Centre not less than ten days before the date of hiring. Please refer to item 8 for permission of regulated entertainment.

**10. NOTICEBOARDS:**

All programmes and notices must be affixed to special notice boards provided in the premises and not under any circumstances to the woodwork, walls or other parts of any buildings at the hired premises.

**11. ADVERTISING AND SIGNAGE:**

Any erections required in connection with the hirers occupation of the premises, including all outside erection of signboards shall be subject to the approval of an authorised official of the Event Centre and shall be erected, taken down and removed to the Event Centre's satisfaction all at the cost of the hirer. The hirer is responsible for obtaining consent for advertising of events on the highways, which may only be carried out with the express consent of the relevant Local Planning Authorities. A copy of any advertising in newspapers, etc. pertaining to an event being held on the Showground must be forwarded to the Sales & Facilities Manager before being published.

**12. TEMPORARY ERECTIONS WITHIN THE SHOWGROUND AREA:**

(Protection of Underground Services)

Plans of all such erections must be submitted to the Sales and Facilities Manager for approval at least 21 days before set up commences.

**13. LOSS OR DAMAGE TO PREMISES, FITTINGS OR EQUIPMENT:**

The hirer shall pay for any loss or damage caused to the premises or the fittings thereof or equipment as a consequence of the hirers occupation and whether or not the loss or damage was as a consequence of a negligent act of the hirer. An inventory of fittings or equipment may be inspected on request. A no smoking policy within all of the building premises is strictly enforced by the Event Centre.

**14. DISCLAIMER AND LIMITATION ON THE LIABILITY OF THE EVENT CENTRE:**

Save for death or personal injury caused by its negligence the Event Centre will not be responsible for damage or loss sustained by the hirer or by another person, firm or company arising in any way in consequence of or in the course of the hirer's occupation, nor for any loss of profit resulting therefrom nor for any consequential loss resulting therefrom. Save as aforesaid the hirer shall indemnify the Event Centre against all claims, damages and expenses whatsoever in any way arising out of the hirer's occupation and shall assume full responsibility therefore.

The Event Centre will not be held responsible for the cancellation or restriction of hire or contract due to fire or storm or other cause outside the control of the Event Centre including the restriction or absence of services due to industrial action or to technical failure outside the Event Centre's premises.

The Hirer will insure against fire and other appropriate risks both as regards their own property, hired equipment and any third party claims (minimum public liability insurance value £2,500,000). The hirer will, if requested, by the Event Centre provide documentary evidence that insurance has been taken including providing copies of the insurance policy and certificate. Hirers are also advised to require that all persons, firms or companies performing a service or providing or displaying goods or equipment in consequence of the hirer's occupation should insure against all appropriate risks.

The liability of the Event Centre (other than for death or personal injury arising out of its negligence) arising under the contract (of which these terms and conditions form part) to the hirer shall be limited to the amount of the hire fee.

In the unlikely event of disruption or loss of all or any of the electricity, water supplies and telephone connections, howsoever arising, the Event Centre and its Contractors will not be held responsible.

**15. THIRD PARTIES:**

The hirer will be held responsible for any failure to comply with these Conditions of Hire by any third party during the currency of the hiring. The hirer shall indemnify the Event Centre for any loss or damage suffered by the Event Centre caused by the Hirer or by any person who is a guest of the hirer or who is permitted by the hirer to have access to the Showground.

#### **16. COPYRIGHT:**

The hirer shall be bound to indemnify the Event Centre of any claims made by any person, firm or company and the recovery of any legal expenses incurred by the Event Centre in resisting any such claim of any damages and expenses for which the Event Centre may be found liable in respect of the infringement of the copyright in any work in consequence of the performance of such work in the course of or in connection with the hirer's occupation.

#### **17. STEWARDING AND DOOR SUPERVISION:**

The hirer shall provide adequate and proper stewarding arrangements in connection with their occupation of the premises and shall arrange that effective control be exercised. In every case attendants shall be provided at all designated entrances to, and exits from the premises and at other places within the premises where they may prove necessary to ensure that free egress by various exits is maintained during the occupation. The hirer or his nominated representative must be available throughout the function from its commencement until the premises are cleared, and will be immediately responsible for the orderly conduct of the event or function, for the exercise of effective control over those present and for complying with the Conditions of Hire. If requested the hirer shall demonstrate to the Event Centre that adequate stewarding arrangements are or will be in place.

In accordance with The Private Security Industry Act 2001, the hirer shall ensure that any Door Supervisors employed are licensed with the Security Industry Authority (SIA).

#### **18. FIRST AID:**

The Event Centre requires that suitable first aid provision is arranged by the hirer, please contact either St Johns Ambulance, Crawley, 01293 523213, or The British Red Cross, Sussex, 01273 227800. For guidance please refer to the Health & Safety Executive on 0845 3450055 or [www.hse.gov.uk](http://www.hse.gov.uk).

#### **19. SECURITY:**

The hirer is responsible for their own security at their event which includes both overnight security and gate stewards for public events.

#### **20. VEHICLE PARKING:**

While the Event Centre reserves the exclusive right to charge for vehicles parking on its premises the official car parks may at the discretion of the Event Centre be made available free of charge subject to availability. Parking is only permitted where indicated by the Event Centre or its official parking contractors.

On no account is parking permitted on the highway adjacent to the Showground and the hirer shall ensure that no person attending the Showground to attend an event organised by the hirer parks on the highway adjacent to the Showground.

#### **21. FIRE PRECAUTIONS:**

The hirer shall observe all requirements of the local fire officer; all approaches, fire doors and passages within the buildings shall be kept entirely free from obstruction. No seats whether movable or otherwise shall be permitted in any of the gangways or passages within the buildings. Roadways are to be kept clear at all times to allow access for any Emergency Service Vehicles. Fire fighting equipment is provided with instructions attached and fire assembly points are located in the Green Car Park and the Norfolk Pavilion Car Park. It is the hirers responsibility to familiarise themselves with the location of fire exits and fire assembly points, and to ensure that any attendees they are responsible for are fully informed upon arrival.

#### **22. CLEANING OF PREMISES AND EQUIPMENT:**

If the premises, grounds and equipment are not restored to a condition of order and cleanliness acceptable to the Event Centre by the agreed time the Event Centre reserves the right to put any necessary work in hand and to charge the hirer for any expenses incurred on an indemnity basis. The Event Centre may stipulate the time and date by which the premises hired are to be restored to the condition of order and cleanliness. The Event Centre will check that the facilities have been restored to a suitable condition and both parties will sign off.

#### **23. RIGHT TO LET:**

The Event Centre reserves the right to refuse any hire and to hire different parts of the Showground to different hirers simultaneously. In the event of different parts of the Showground being hired simultaneously the Event Centre has the right to determine the use of the main entrances, car parks and the entrances to the various events.

#### **24. PAYMENT OF RENTAL AND FORFEITURE OF DEPOSIT:**

The charge and any other charges for each occupation shall be payable at the rate or basis indicated on the booking form. The deposit will **NOT** be refundable in the event of cancellation by the hirer. If stipulated, a further payment on account will be required on the date specified and the balance of the account shall be settled within 30 days after the invoice for the event has been issued by the Event Centre. Should banqueting numbers exceed the maximum specified, the Event Centre may endeavour to the best of its ability to provide services and facilities for such additional numbers and shall have the right to make an additional charge on a pro rata basis. The Event Centre shall have the right to increase the hire charge should the event exceed the agreed area or facilities for the hire period.

#### **25. DOGS:**

At the discretion of the hirer, dogs may be admitted onto the premises but all dogs must remain on a leash. Dogs will not be admitted to the Norfolk Pavilion, the Queen's Jubilee Hall, the Lindfield Suite, toilet and shower facilities or catering establishments with the exception of those accompanying registered blind persons.

## **26. OTHER LIVESTOCK:**

Details of the species and numbers of animals, which are intended to be brought onto the premises, must be provided at the time of application. Before any animals are brought to the Showground the hirer must satisfy the Event Centre that the animals and the arrangements for their health and safety meet the requisite veterinary and other regulations. It is the responsibility of the hirer to obtain any necessary licences, movement orders from D.E.F.R.A or other appropriate authority, and to comply with any regulations, which may be in force at the time of hiring. It is an offence for a hirer to bring livestock onto the Showground when restrictions are in force.

## **27. CANCELLATION OF EVENTS BY THE EVENT CENTRE:**

The Event Centre reserves the right to cancel a booking in exceptional circumstances in which case any deposit will be refunded in full.  
Equestrian & Other Events – Outdoor Facilities

If an official of the Society deems that for health and safety reasons the ground conditions are unsafe or they are untenable for the event to continue to take place, the event will be cancelled and wherever possible an alternative date/location will be offered.

## **28. CANCELLATION OF EVENTS BY THE HIRER:**

- 28.1. If the hirer cancels a booking more than 6 months before the date of the event the deposit will be forfeited.
- 28.2. If the hirer cancels a booking less than 6 months but more than 3 months before the date of the event - the charge shall be 20% of the sum that the Event Centre may reasonably estimate the total charge would have been and will raise an invoice for any additional sum due pursuant to the provisions of this clause.
- 28.3. If the hirer cancels a booking less than 3 months before the date of the event the charge shall be 50% of the sum that the Event Centre may reasonably estimate the total charge would have been and will raise an invoice for any additional sum due pursuant to the provisions of this clause.
- 28.3 In calculating that invoice credit will be given for any sums already paid. The invoice shall be payable within fourteen days.
- 28.4 It is agreed that these cancellation charges are a reasonable estimate of the loss which the Event Centre will suffer as a consequence of a cancellation.
- 28.5 Any additional hire of equipment or direct expenses incurred in relation to a cancelled event will be invoiced to the hirer.

## **29. PROVISIONAL BOOKINGS:**

Any provisional booking not confirmed within 28 days of the initial enquiry will be deemed null and void after the said time and venue may be re-hired.

## **30. CONFIRMATION OF BOOKING:**

A booking will be deemed confirmed when the booking form is returned and signed by the hirer within the specified 28 days from date shown on the booking form together with the deposit if any.

## **31. ARRIVAL AT SHOWGROUND:**

Hirer must inspect site prior to event and notify of any defects or hazards so that these can be rectified.

## **32. VACATING THE PREMISES:**

An additional charge will be payable if the premises are not vacated by the agreed time, the amount of such charge to be fixed at the discretion of the Event Centre.

## **33. ADHESIVE TAPE**

No adhesive tape may be used on the floor, walls or glass of any of the Event Centre's buildings.

## **34. BREAKING OF GROUND**

Any person wishing to break the ground anywhere on the Showground, with particular regard to the driving in of stakes, tent and marquee securing pins, or any excavation work, must first of all obtain authorisation from the Event Centre's Working Foreman or its officers. Failure to do so will result in repair and reinstatement to be charged for in full to the hirer.

## **35. DATA PROTECTION ACT**

Due to the Data Protection Act please advise the Sales and Facilities Department in writing if you do not wish your information to be given to interested parties i.e. Media, Contractors etc or to be published in our Calendar of Events.

## **36. SMOKING POLICY**

There is a no smoking policy operative in all of the buildings on the premises.

## **INFORMATION NOTES:**

1. Remittances should be sent to the Sales and Facilities Manager, The South of England Event Centre Ltd, Ardingly, Haywards Heath, West Sussex RH17 6TL. Cheques being crossed and made payable to the South of England Event Centre Ltd.
2. Prices will be reviewed annually on an upwards only RPI basis and any increases will be effective from 1st January.
3. VAT will be charged at the time of issue of the final invoice. The VAT charges are subject to changes in the rate and to any revision of the service element.
4. Catering. The Event Centre's appointed caterers are the designated caterers for all catering in the Norfolk Pavilion and can be contacted via the South of England Showground on 01444 892048
5. Cleaning Contracts. The Event Centre can provide additional cleaning services at very competitive rates both during and following any event. Contact the Sales & Facilities Department on 01444 892048.
6. Other Contract Services. Choice of contractor for services other than as specified in Conditions of Hire paragraphs 9, 10 and 11 is at the option of the applicant. A list of recommended contractors is available on request.
7. Grounds and Floor Layout. A copy of the grounds or floor layout for every event should be forwarded by the hirer to the Sales & Facilities Department not later than 21 days before the event.