



## **TERMS AND CONDITIONS FOR THE HIRE OF THE PEMBROKE CENTRE**

*Please note that the hire of the Pembroke Centre for any event is at the discretion of the Trustees. A signed agreement committing to adhere to the Terms and Conditions of Hire will be required in advance. This will be sent by the Bookings Secretary and must be signed and returned prior to the Hirer using the Pembroke Centre. If the Hirer is unsure about any of the content of this document, please contact the Bookings Secretary before signing the Hire Agreement. Hirers must be aged eighteen or over.*

Definitions used in this document:

- **The Premises** – The Pembroke Centre. This may include the indoor school, clubroom, outdoor school and parking areas. The paddocks are not included.
  - **Trustees** – Elected Members of the Charity responsible for running the Pembroke Centre
  - **Bookings Secretary** – A volunteer facilitating the hire of Pembroke Centre.
  - **Hirer** – The person paying for the use of Pembroke Centre.
1. **Compliance.** The Hirer hereby accepts responsibility for the safety of The Premises during the period of hire and for ensuring that all conditions under this Agreement are met.
  2. **Supervision.** The Hirer or nominated point of contact present for the hire period, detailed in the booking form, shall be present, and in charge of The Premises and their guests, during the period of hire, be responsible for supervision of The Premises, the fabric and the contents, their care, safety from damage of any sort. The Venue's Risk Assessment covering the Health and Safety of the Pembroke Centre is in the file in the kitchen. The risk assessment is available on request.
  3. **Deposit.** A deposit of £25.00 is payable at the time of a Pembroke Centre booking. This deposit will be refunded once the hire is complete and the facilities have been handed back in an acceptable and clean condition.
  4. **Damage.** The Hirer shall make good or pay for all loss and damage (accidental or malicious) caused during the period of hire to The Premises or to the fixtures, fittings or contents. Any damage or deficiencies discovered should be reported to the Bookings Secretary.
  5. **Accidents and Dangerous Occurrences.** Any failure of equipment belonging to The Premises must be reported as soon as is practicable to the Bookings Secretary. The Hirer must report all accidents involving injury to the public to the Bookings Secretary and record the incident in the Hirers Accident Book, situated with the file in the kitchen. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013 (RIDDOR).

The Tolley room is available for use for treatment in the case of accident or a requirement for a quiet area. It is to be kept free for these purposes and not used for other purposes.

6. **Points of Contact.** The initial point of contact will be a nominated volunteer for the day. The hirer will be given their contact number. Emergency Contacts are:

Sundays:	Bim Clarke	- 07799 330247
Centre Manager:	Claire Hacker	- 07919 050123

**Note:** The hirer will not have access to landline at the Pembroke Centre. Mobile signals are variable. Wi Fi calling is possible for emergency calls and the code for the Wi Fi is on the extender in the Clubroom for use in emergencies. **It is the responsibility of the hirer to ensure they have emergency communications**, including if the Wi Fi is not available.

7. **Use of Premises.** The Hirer shall not use The Premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use The Pembroke Centre for any unlawful/unsuitable purpose, or endanger The Premises or render invalid any insurance policies. Hire times must be adhered to.

The clubroom has a maximum occupancy of 60 people seated or 80 standing. Exits are not to be blocked with furniture including chairs.

The hoist and mechanical horse are not to be used unless specific permission has been given by the Pembroke centre for the hirer to do so.

8. **Horse Passports.** It is compulsory for any horse being brought to the Pembroke Centre to have documented in date vaccination or booster in their passport. Random checks of this may be made.
9. **Insurance and Indemnity** A copy of the Premises 'insurance is available on request. Any accident or illness resulting from the Hirer's specific event not covered by The Premises 'Insurance will be the responsibility of the Hirer, who should take out appropriate public liability insurance to cover for any entertainer, or third party involved in an event.  
The hirer is to have as a minimum 3rd party liability insurance for a minimum of £10m for the activity or activities being undertaken. A copy of this policy is to be sent prior to the first booking made and subsequently when the policy is renewed.
10. **Licensed Activities.** - The centre has a licence for the playing of music. The Premises does not hold an alcohol license. If the Hirer wants to sell alcohol, then it's the Hirer's responsibility to obtain a Temporary Event Notice (TEN) prior to the event taking place.
11. **Gaming, betting and lotteries.** The Hirer shall ensure that nothing is done on or in relation to The Premises in contravention of the law relating to gaming, betting and lotteries.
12. **Safeguarding Children, Young People and Adults at Risk.** The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Safeguarding of Vulnerable Groups Act 2006. Only people holding the appropriate DBS checks should have access to children. The Hirer should be prepared to provide the Trustees with a copy of DBS checks on request.
13. **Fire.** The Trustees are responsible for fire safety on the Premises including to check the fire exit doors, green lights on the exit signs and the fire extinguishers regularly. Records of such checks are available in the file on the Premises. The Hirer shall read and comply with the Pembroke Centre Fire and Accident Procedure.
- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating and accounting for of all personnel in the car park.
  - The location and use of fire equipment (location map in entrance hall).
  - Escape routes and the need to keep them clear.
  - Location of the First Aid Box.

In advance of any activity, the Hirer must check the following:

- All fire exits are unlocked.
  - All escape routes are free from obstruction and can be safely used for instant free exit.
  - No fire doors are wedged open.
  - All exit signs are illuminated and not obstructed.
  - There are no fire hazards on the Premises.
14. **Smoking and Vaping.** Smoking and Vaping is prohibited in The Pembroke Centre including the outdoor areas.
  15. **Dogs.** Dogs are allowed on the Premises but must be on a lead at all times.
  16. **Stored Equipment.** No equipment or items may be stored on The Premises without the agreement of the Trustees who do not accept responsibility for any equipment or items brought on to or left at The Premises, except for such equipment and items as the Trustees have agreed to store and all liability for loss or damage is hereby excluded unless covered by the Premises 'insurance.
  17. **Electrical Appliance Safety.** The Hirer shall ensure that any electrical appliances brought by them to The Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and up to date Portable Appliance Testing (PAT) rules.
  18. **Heating.** All heaters are or returned to timer operation if that is how they were previously set, prior to leaving.
  19. **Car Parking.** Cars and trailers may be parked at owner's risk. No exits to buildings, outbuildings or the stable yard are to be blocked. Allowance must be made for emergency vehicles to enter the site, including the track outside the Pembroke Centre
  20. **Cancellation.** If the Hirer wishes to cancel a booking it should be done at least 48 hours before the date of the event. If cancellations are made later than 48 hours the Trustees may at their discretion withhold any deposits/fees held. The Trustees also reserve the right to cancel any hiring by written notice to the Hirer in the event of:
    - The Premises becomes unfit for the use intended by the Hirer.
    - An emergency, such as foot and mouth or a pandemic.
    - In any such cases the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages.
  21. **End of Hire.** The Hirer shall be responsible for leaving The Premises and surrounding area in a clean and tidy condition, especially the kitchen. The Premises must be locked and secured. Tables and chairs must be clean and stacked properly in the store room or where they were found. Cutlery, crockery (clean) etc. to be replaced in the correct cupboards. All bins must be emptied and rubbish removed from the site.
  22. **No Alterations.** No alterations or additions may be made to The Premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of The Premises without the prior approval of the Bookings Secretary. Any alteration, fixture, fitting or attachment so approved shall be removed by the Hirer who must make good to the satisfaction of the Trustees should any damage caused to The Pembroke Centre by such removal.
  23. **No Rights.** The Pembroke Centre Hire Agreement constitutes permission only to use The Premises and confers no tenancy or other right of occupation on the Hirer.

March 2025.