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**The Active Dacorum Hub, Sports Pavilion,  
Redbourn Road, Hemel Hempstead, Hertfordshire, HP2 7BA**

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**STANDARD CONDITIONS OF HIRE WITH APEX IN THE COMMUNITY CIC**

**Please read this document carefully**

**You are responsible for seeing that you or your agents carry out any instructions detailed in this document. Please give any outside contractors you employ a copy of these notes, including caterers.**

For the purpose of these conditions the term HIRERS shall mean an individual HIRER or, where the HIRER is an organisation, their authorised representative.

**COVID-19**

HIRERS and their visitors must:

1. Ensure that they comply with current government regulations and guidance with regard to social distancing and the wearing of face masks.
2. Ensure that they make regular use of the numerous hand sanitizer facilities situated throughout the building.

The Active Dacorum Community Hub is registered with the [NHS Covid-19 Test & Trace](#) initiative to help stop the spread of Coronavirus. A QR 'check-in' code is prominently displayed at the entrance to the building and in other key areas. HIRERS and their visitors are strongly encouraged to download the NHS Covid-19 app and then scan the QR code on every separate occasion (day) that they attend classes or events at the Hub.

**General**

3. All HIRERS must be over the age of 18 years and proof of identity/age may be required.
4. The HIRERS shall ensure the minimum of noise is made on arrival and departure from their activity or event.
5. Each hiring must not exceed the maximum number of persons allowed at any one time.
6. HIRERS are advised that **NO ALCOHOL** is to be sold or consumed on the premises during any period of hire.

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7. HIRERS will, during the period of the hiring, be responsible for the supervision of the premises, the contents, their care, safety from damage however slight or change of any sort, and the safety, control and behaviour of all persons using the premises whatever their capacity. This includes proper supervision of car parking arrangements so as to avoid obstruction of the access road.
8. The Senior Management Team reserves the right to refuse any application for hire in whole or in part without giving any reason.
9. HIRERS will be responsible for undertaking any risk assessments/relevant documents that are required to ensure the safety and protection of those using the facility during the period of the hiring.
10. HIRERS shall be responsible, at the end of the hiring, for leaving the premises and surroundings in a clean and tidy condition, properly locked and secured unless otherwise directed - and any contents temporarily removed from their usual positions properly replaced (chairs, tables, etc).
11. HIRERS shall indemnify the Senior Management Team for the cost of repair or replacement for any damage done to any part of the property including blinds / Shutters and other contents which occurred during the period of the hiring. HIRERS should be aware that the facility is checked daily especially after any big event to check on cleanliness and damages.
12. The HIRERS must ensure all taps and heaters are turned off as appropriate. The large bin outside is for general rubbish so HIRERS are asked to take any recycling away with them. On **NO ACCOUNT** are nappies to be left in any of the internal bins.
13. HIRERS shall indemnify the Senior Management Team against all claims, demands, actions or proceedings in respect of: the death or injury of any person or loss of or damage to personal possessions or equipment belonging to HIRERS or visitors however such injury, loss or damage may be caused, during the period of the hire or arising out of the hiring, unless caused directly by the negligence of the Senior Management Team, its agents or servants. All persons and possessions are on these premises within doors or out of doors entirely at owners' risk.
14. The Senior Management Team will always endeavour to have repairs to the facilities carried out when they are not booked. It may be necessary on occasions to allow workmen admittance to carry out urgent repairs and the Senior Management Team reserves this right.
15. HIRERS shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.

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16. The HIRER must also not bring anything to the premises which may endanger or render invalid any insurance policies in respect thereof.
17. HIRERS shall ensure that no animals and no dogs except designated group bookings and assistance dogs are brought into the facility without the prior consent of the Senior Management Team.
18. Any information and contact details we request from you are strictly confidential, and will be used for the purpose of bookings only and will be retained for as long as it is useful or current for the aforesaid purpose. Your information will not be distributed to any third party.
19. The HIRER must not run any extremist activities at this venue.

### First Aid

20. HIRERS are responsible for all first aid incidents related to the activities that they are leading at the hub.
21. The facility has a basic first aid kit for use in the event of an accident or personal injury in the main communal areas inside the hub. Should there be an accident, the HIRERS shall inform the Senior Management Team of any incident or accident so that a record of the details can be added to the Accident Report Log.

### Fire Safety

22. HIRERS shall at the beginning of the hire check they are aware of the location and operating instructions of all fire-fighting equipment. They must ensure that all fire doors are closed and that no exits are blocked during the hire period and that all users of the facility are also familiar with fire safety arrangements, including the location of emergency exits and of fire fighting equipment.
23. The HIRERS shall not in any portion of the premises bring in or use explosives, bring in any flammable substances, shall not erect any internal decorations of a combustible nature nor undertake the use of fireworks or bonfires.
24. Should an Apex representative not be present on site, the HIRERS shall call the Fire Brigade to any outbreak of fire however slight, and details shall be given to the Senior Management Team.

### Equipment

25. HIRERS shall bring to the facility such equipment as they deem necessary but which is not provided by the facility.

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26. HIRERS must ask permission from the Senior Management team for any such equipment to be used on site. Any electrical equipment or other appliances brought to the premises and used during the period of the hire should be in good working order and should have undergone portable appliance testing (PAT).
27. The HIRERS shall not bring into, or use, any unauthorised heating or cooling appliances onto the premises without the consent of the Senior Management Team.
28. If the HIRERS are using a bouncy castle or any other land-based inflatable then they must ensure the equipment is supervised by responsible employees at all times when in use or inflated. External inflatables must be firmly anchored with each anchor point clearly marked and wrapped to prevent injury and soft matting provided in each location to prevent injuries arising from falling from the inflatables and no inflatables should be used by those aged two and under. Please note the only HIRERS allowed to set up inflatable equipment are Apex 360 Ltd. (does this mean only Apex inflatables and staff can be used? In which case maybe that's all we need to say. Or are we allowing outside inflatables but only Apex can set them up?)
29. If the HIRERS are to use the PA System and sound system they should follow the instructions provided.

### Catering

30. HIRERS shall, if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations.
31. Sunnyside will be the only HIRER allowed access to the kitchen area. Should a HIRER not require the services of the Sunnyside for a birthday party, or other event, then it is possible for the HIRER to bring in their own food. Please note, the HIRER will need to be aware of point 27 above.
32. The HIRER will also tidy and clear away any/all of their rubbish. The Senior Management Team will ensure suitable cleaning equipment will be available such as dustpan & brush, broom, bin liners etc.

### Licenses & Legislative Acts

33. The HIRERS shall be responsible for all such licenses as may be needed for the sale or supply of alcohol and food and for the observance of the same.
34. If proposing to sell alcoholic drinks, the HIRERS must first obtain a Temporary Event Notice from Dacorum Borough Council.
35. If the HIRERS are to engage in any performance of live or recorded music, of dance, plays or

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the showing of any films or similar entertainment then they must obtain the relevant license(s) from the Performing Rights Society and Phonographic Performance Limited that may be required in addition to those already issued by these bodies to the Apex in the Community CIC Senior Management Team.

36. The HIRERS shall do so only during the permitted hours stated in the Premises Licence: i.e. from 12:00pm to 22:00pm Mondays to Fridays; from 12:00pm to 23:00pm Saturdays and from 12:00pm to 22:00pm on Sundays.
37. HIRERS shall ensure that nothing is done on, or in relation to, the premises in contravention of the laws relating to gaming, betting and lotteries.
38. HIRERS shall comply with all regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise.
39. HIRERS shall ensure that the provisions of all relevant legislation including the Children's Act 1989, the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 are strictly observed in relation to all persons supervising children and children's activities on the premises.
40. HIRERS shall ensure that the provisions of the Equality Act 2010 are observed.

#### **Terms of booking (Payments, Deposits, Cancellations, etc.)**

41. Bookings are only confirmed once the Booking Form is completed, returned and accepted by the Senior Management Team together with a non-returnable deposit of 50% of the total hire cost. HIRERS are reminded that any balance of payment for the period of hire must be paid 14 days in advance of the start date of the booking.
42. If the Senior Management Team cancels a booking then the HIRER shall be entitled to a refund of any deposit and hire costs already paid for the cancelled hire period.
43. If the HIRER cancels a booking within 4 weeks of the agreed date and the Senior Management Team is unable to secure a replacement booking, the repayment of any monies paid shall be at the discretion of the Senior Management Team.

If the HIRERS are in any doubt as to the meaning of any of the above conditions of hire, a member of the Senior Management Team will need to be contacted. First port of call will be Alison Adams (tel: 01442 800 242; email: [alison.adams@apex360.co.uk](mailto:alison.adams@apex360.co.uk)).

Proposed by Stewart Hunt - a member of the Apex CIC Senior Management Team

18/04/2023

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