



# The Endeavour Centre

## Application for Hire

Please read the conditions of hire before completing the following in **block capitals**

Organisation name

Organisation address

Contact name

Telephone

Position within organisation

Address (if different from above):

Nature of booking eg school trip:

Date of hire/event:

From

To

Times of hire:

Access will be required at

The hire/event will end at

The building will be cleared by

### Please note

- The access road is not suitable for coaches.
- Visitors with cars will need to purchase a parking ticket during the summer months.

Number of people in your group

Please specify any additional requirements

In enclose a copy of my insurance certificate and agree to the conditions of hire

Signed \_\_\_\_\_

Date

Please return this form with a copy of your insurance certificate to:  
Property Services, Dover District Council, White Cliffs Business Park, Dover, CT16 3PJ

### Confirmation of Booking

Hire confirmed by (signed)		Print	
Officer's Position		Date	
Fee paid			
Date key to be collected from Property Services			
Date key returned to Property Services			

If you have any questions please call 01304 872406 or email: [propertyservices@dover.gov.uk](mailto:propertyservices@dover.gov.uk)

# The Endeavour Centre Conditions of Hire

These conditions of hire should be read prior to completion and submission of the hire application form and a copy retained by the hirer. A signed application form signifies that the hirer has read and understood the conditions of hire.

The Endeavour Centre is managed by Dover District Council (herein after referred to as 'the Council') and the Endeavour Centre is referred to throughout these conditions as 'the Centre'. Where these conditions refer to 'the Officer', this refers to the member of the Property Services Section at Dover District Council, or representative of the Council, who is appointed to act on behalf of the Council.

## 1) Applications

All applications for hire must be made in writing on the official application form. The person making the application will be deemed to be the responsible Hirer save that, where an organisation is named, that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the form. The application only becomes a booking when it is confirmed in writing by the Officer and the Council reserves the right to refuse any booking at its discretion.

## 2) Cancellations

(a) By the Hirer - In the case of a cancellation of a booking, the Hirer shall inform the Council at the earliest opportunity to enable the Centre to be hired by another party. Cancellation must be made in writing.

(b) By the Council - The Council reserves the right at any time to close or prohibit the use of the Centre at its discretion. The Council will not be liable for any loss or expenditure incurred by or on behalf of the Hirer or by or on behalf of any other person arising from the exercise of this discretion or from the cancellation of any booking by the Council. The Council will refund such fees paid as it considers reasonable in the circumstances. The Council has the right to cancel the contract and to recover from the Hirer the amount of any loss resulting from such cancellation, if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or committed any offence under the prevention of Corruption Acts 1889 or 1916, or Section 117 (2) of the Local Government Act 1972.

## 3) Charges

If the booking is accepted, confirmation will be by signed agreement as shown on the Hire Application form. The Council reserves the right to require a deposit in respect of any proposed hiring or event.

## 4) Indemnity Against Claims and Insurance

(a) The use of the Centre or any part thereof is entirely at the risk of the Hirer who shall be liable for any claim in respect of:-

(i) personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible;

(ii) loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.

(b) The Hirer shall indemnify the Council against and from all costs, claims, loss, expenses, demands, charges or liability howsoever arising from the liability of the Hirer in 4(a) above.

(c) The Hirer shall adequately insure with an Insurance Company against any or all of the foregoing risks and shall produce evidence of such insurance. A public liability indemnity of £3million will be required before the hiring can be confirmed.

## 5. Maximum Numbers to be admitted

The maximum number of person to be admitted to the Centre or the part thereof being hired during the period of the hiring is not to exceed 16 adults or 24 children.

## 6. Damage

Nothing shall be driven into or fixed or fastened to any part of the Centre or its furniture or fittings or equipment and the Hirer shall take every precaution to avoid damage to the same. The Hirer shall pay the Council on demand the cost of repairing or making good any damage to the Centre of any part thereof (fair wear and tear excepted) arising out of or incidental to the hiring or for the loss of any equipment included in the hiring. Any HEAVY EQUIPMENT to be used within the Centre must be identified on the Application. No other heavy equipment may be used.

## 7) Animals

Animals will not be admitted to the Centre (except guide dogs), unless specifically approved by the Officer.

## 8) User Not Transferable

The right to use the facilities or equipment hired is not transferable and the accommodation or facilities hired shall not be used for any purpose other than that specified on the application form.

## **9) Supervision**

No hiring may start until the Hirer or a responsible person within the organisation is in attendance. The Hirer is responsible for:

- (a) The administration, organisation, control and running of the particular event.
- (b) Leaving all premises, including outside facilities, in a clean and tidy condition to the satisfaction of the Officer.
- (c) Having appropriate and sufficient officials to fulfill these conditions, and control those persons attending.

## **10) Access by Officer**

During the hiring the Officer, other authorised staff, police and fire brigade officers shall at all times have free ingress to and egress from all parts of the Centre and instructions must be given by the Hirer for their admission. The Hirer, his servants and agents shall during the hiring and during such other times as they or any of them shall be in the Centre comply with all reasonable requirements of the Officer.

## **11) Admission**

The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Centre.

## **12) Collections and Lotteries**

No collection, game of chance, sweepstake, sale of programme, raffle or lottery may be conducted without the prior consent of the Officer.

## **13) First Aid**

The Hirer may wish to make contact with the British Red Cross or St John's Ambulance Brigade regarding the provision of first aid cover for the hiring/event.

## **14) Catering**

No intoxicating liquor shall be taken into the Centre by the Hirer or anyone on behalf of the Hirer or by any other person attending any event, whether for consumption at the Centre or not.

## **15) Equipment**

The letting of the Centre includes equipment detailed as follows:

- 1 table
- 1 stove
- 1 broom
- 1 dustpan & brush
- 2 fire extinguishers

Additional equipment which is required will be by negotiation between the Officer and the Hirer and may be liable to charge and deposit.

## **16) Display of Posters and Advertising**

No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Centre without the previous consent of the Officer.

## **17) Flyposting** (the display of advertisements in contravention of the advertisement control regulations)

Flyposting is an offence incurring liability to a fine. Any Hirer wishing to display posters must first consult the District Planning Officer to find out whether consent is required. The Hirer is solely responsible for obtaining any necessary consents. Where the Hirer wishes to display or attach notices on any Highway or Highway fixtures (signposts, lamp standards etc) he must first obtain the consent of the Highways Officers at Dover District Council. Any event advertised by flyposting whether within the District of Dover or otherwise is liable to immediate cancellation, loss of deposit and prosecution of the Hirer.

## **18) Litter**

The hirer is responsible for the removal of all litter from the Centre and the site.

## **19) Obligation**

The Hirer will abide by the Conditions set out above wherever relevant and will be responsible to the Officer for the behaviour and control of any users or spectators. Specific Conditions in addition to those above may be introduced depending upon the type of event proposed to be held. Any damage to property belonging to the Council used during or in connection with the hiring, including building, fixtures and fittings, equipment and the ground, occurring during the period of the hire as specified in the Booking Application Form (or any extension thereof) will be attributed to the Hirer howsoever such damage may be caused or arise, fair wear and tear excepted.