



**COLCHESTER BOROUGH COUNCIL**  
**DEPARTMENT OF STREET & LEISURE SERVICES, LEISURE DIVISION**  
**CHARTER HALL**  
**COLCHESTER LEISURE WORLD**  
General Conditions of Hire

1. General
- 1.1 These General Conditions shall apply to the hiring of Colchester Leisure World, or any part or parts thereof and shall form a legally binding contract between the Council and the Hirer.
2. Definitions

2.1	"the Council"	shall mean Colchester Borough Council;
2.2	"the Hirer"	shall mean the person or company so described in the Hire Agreement;
2.3	"the Centre"	shall mean Colchester Leisure World at Cowdray Avenue, Colchester, Essex CO1 1YH;
2.4	"the Facilities"	shall mean the facilities or services to be provided by the Council specified in the Hiring Agreement;
2.5	"the Hire Period"	shall mean the period specified in the Hiring agreement during which the facilities services are to be hired;
2.6	"Excess Period"	shall mean any period of time when the Hirer has the use of the facilities or services either before or after the Hire Period;
2.7	"the Hiring Charge"	shall mean the total amount payable by the Hirer for the facilities or services in accordance with these Conditions;
2.8	"Box Office Commission"	shall mean the percentage of the value of tickets for Hirer's event sold by the Council and to be retained by the Council as sales commission in accordance with the Council's charges in force at the start of the Period of the Hiring;
2.9	"Event Manager"	shall mean the person from time to time appointed by the Council to co-ordinate events at Leisure World or in his/her absence another duly authorised officer of the Council;
2.10	"Technical Manager"	shall mean the person from time to time appointed by the Council as the Technical Manager of Leisure World or in his/her absence another duly authorised officer of the Council;
2.11	"Persons for whom Hirer is responsible"	shall mean every person the Hirer permits or suffers to be in the Centre during the Hire Period and any Excess period whether for the purposes of the Hirer's event or not (including but not limited to the Hirer, the Hirer's agents, sub-agents, contractors, subcontractors, employees and workmen, artistes and performers engaged by the Hirer, their road-managers, and other agents, employees and associates) but excluding bona fide holders of tickets which have been purchased for the Hirer's event and persons the Council has expressly authorised to be in the Centre.
3. Applications to Hire  
All applications to hire the Centre shall be made to the Event Manager in writing and on completion of the Event Application Form.
4. Payment of Charges
- 4.1 The Hirer shall be required to pay a deposit of 33% of the Hiring Charge at least 6 months prior to the Hire Period or when the Council confirms the booking whichever is the shorter period. In addition the Council may at anytime require a further sum to be deposited as security for any possible liability of the Hirer under the clauses relating to damage herein.
- 4.2 The balance of the Hiring Charge shall be paid to the Council not later than twenty- eight days before the start of the Hire Period and if it is not paid by that date the Council may cancel the Hire Agreement and the Hirer shall forfeit the deposit paid. The Council shall not be liable for any claims or losses arising from such action.
- 4.3 Additional charges shall be paid by the Hirer for any Excess Period in accordance with the Council's scale of charges for the hire of the Centre for the time being in force.
- 4.4 Value Added Tax at the standard rate will be added to the charge for all services provided. VAT does not apply to the hire charge for Charter Hall and ancillary areas other than for events of a sporting nature.
5. Cancellation
- 5.1 The Council may cancel the Hire Agreement at any time by giving written notice to the Hirer at the Hirer's last known address or registered office and refunding all sums paid by the Hirer and in such event the Council shall be under no further liability to the Hirer;



- 5.2 The Hirer may cancel the Hire Agreement and have the deposit refunded any time up to fourteen weeks before the beginning of the Hire Period. If the Hirer cancels within the fourteen weeks before the Hire Period, no refund will be made unless the Council in its absolute discretion decides to make a partial or total refund;
- 5.3 In the event of the Hirer being in breach of the Hire Agreement, these Conditions or any agreed Special Conditions, or committing an act of bankruptcy or entering into liquidation (voluntary or compulsory) or receivership, the Council may cancel the Hire Agreement and retain all moneys paid by the Hirer;
6. Compliance with Instructions etc.  
The Hirer shall comply with and secure the compliance by all Persons for whom the Hirer is responsible with:-
- 6.1 All requirements of all current licences (public entertainment, theatre, liquor, etc.) relating to the Centre or their use for the purposes required by the Hirer, details of which may be obtained from the Event Manager;
- 6.2 All directions and instructions of the Event Manager or any other duly authorised officer;
- 6.3 The Council's Safety Policy, a copy of which is available for inspection at the Centre.
- 6.4 All directions or instructions of the Essex Fire and Rescue Service, the Essex Police, the Health and Safety Executive, the Council's Environmental Health Office, Licensing Team and any other competent public authority or officer relating to the Hirer's use of the Centre;
- 6.5 Any direction by the Council or the Event Manager as to the maximum noise level to be generated in the Centre.
- 6.6 The Centre is a no smoking venue.
7. Catering and Bars
- 7.1 No food, foodstuffs, beverages or drinks (alcoholic or non-alcoholic) shall be sold, served, supplied or otherwise disposed of to any person within the Centre by or on behalf of or with the permission of the Hirer;
- 7.2 The catering and bar facilities in the Centre shall be open to the public at such times as the Council shall decide including during the Hire Period.
- 7.3 If the Hirer requires an extension of the permitted supply of alcohol hours, the Council will endeavour to obtain such extension at the expense of the Hirer provided the Hirer's request for an extension is made before the Hiring Agreement is entered into.
8. Stewards
- 8.1 The Council at the Hirer's expense shall provide such numbers of stewards as it considers reasonable for any hiring on the basis of the information supplied by the Hirer in his application for booking. Any change in that information should be given to the Council in writing at the earliest possible time. The Hirer shall indemnify the Council against all costs, claims and damages attributable to the lack of sufficient number of stewards unless the Hirer has provided the Council with all relevant information in accordance with this condition.
- 8.2 If the Hirer considers more stewards to be needed he shall not employ additional stewards but may request the Council to provide additional stewards at the Hirer's expense and the Council will use its best endeavours to provide the required stewards.
- 8.3 The Council may if it considers it appropriate arrange for the attendance of Police Officers to maintain public order at the Hirer's event entirely at the Hirer's expense;
9. Sale of Tickets
- 9.1 All tickets for public events taking place in the Centre shall be sold through the Council's Box Office and on line facility (subject to booking fee) and the Box Office Commission shall be retained by the Council from the proceeds of sale of the tickets.
- 9.2 The promoter shall be responsible for credit card fees which shall be deducted by the Council from Gross Box Office income before their share is paid.
- 9.3 The Council may at its absolute discretion agree to the sale of tickets other than through the Council's Box Office on such terms as may be agreed in writing before the Hire Agreement is entered into but in all circumstances a minimum of 100 tickets shall be available for sale at Leisure World.
- 9.4 In the event of the Council making refunds of ticket moneys because of the cancellation of an event by the Hirer, either the Box Office Commission shall be paid by the Hirer to the Council on demand and shall be at the rate of 5% above the rate specified in the schedule of terms attached to the Hire Agreement or, if no Box Office Commission is applicable, a charge of £3.00 per refund shall be charged to the Hirer.
- 9.5 Organisations must inform Colchester Borough Council of their VAT status when agreeing a hiring.
- 9.6 Promoters will be responsible for their share of VAT on box office split. The VAT amount will be held from payment until a VAT invoice is received at the Council's place of business.
- 9.7 VAT will be payable at the applicable rate at the time of payment receipt.
- 9.8 Charter Hall Box Office applies a 30p per ticket fee on all credit and debit cards which is retained by the Council.
- 9.9 No ticket sales income shall be paid in advance of the tenancy.
- 10 To enable payment of ticket sales the Council require a VAT invoice to be sent to the attention of the Event Manager. Colchester Borough Council's payment terms are 28 days from receipt of invoice. (NB13 Right to Off-Set)
10. Damage



- The Hirer shall be responsible for:
- 10.1 All expenses reasonably incurred by the Council in remedying any breach of the Hire Agreement, by the Hirer;
- 10.2 The cost of making good all damage to the parts of the Centre to which the Hirer (but not the public) has access (e.g. the stage, and backstage accommodation and dressing and changing rooms) and the fixtures, fittings, furniture, furnishings and equipment belonging to the Council or any third party on or in those parts of the Centre occurring during the Hire Period or any Excess Period other than damage caused by the Council or its employees;
- 10.3 The cost of making good all damage to the parts of the Centre not covered by the preceding paragraph and the fixtures, fittings, furniture, furnishings and equipment belonging to the Council or any third party on or in those parts of the Centre howsoever caused by the Hirer, or Persons for whom the Hirer is responsible.
11. Indemnity/Insurance
- 11.1 The Hirer shall indemnify the Council against all claims or legal actions brought by third parties (including the Hirer's employees) in respect of death, personal injuries or damage to property or loss of profits howsoever caused which is attributable to the act, omission or negligence of the Hirer or Persons for whom the Hirer is Responsible.
- 11.2 The Hirer shall insure against such risks to the Council's reasonable satisfaction to a minimum limit of indemnity of £5 million or such other sums as the Council shall reasonably require to cover any one event or series of events. The Hirer shall provide evidence of such insurance as required.
12. Disclaimer
- 12.1 The Council shall not be liable for any loss or damage to any property belonging to the Hirer or any third party brought into the Centre by or on behalf of the Hirer unless and to the extent that such loss or damage is attributable to the act, omission or negligence of the Council or its employees;
- 12.2 Except as provided by the above clause the Council does not accept liability (save to the extent (if any) required by the Unfair Contract Terms Act 1977) for any loss or damage to property brought into the Centre by any person.
13. Right to Set-Off
- In the event that any moneys shall be owed to the Council by the Hirer under the Hire Agreement, these Conditions or any agreed Special Conditions, the Council shall be entitled to deduct the whole or part of the amount owed to it from any box office receipts held by the Council to the credit of the Hirer in respect of any events (past or future) promoted by the Hirer in the Centre or elsewhere.
14. Use
- 14.1 The Hirer shall not use, or suffer or permit the Centre to be used for any purpose other than that stated in the Hire Agreement without the express prior written consent of the Event Manager, nor for any unlawful purpose forbidden by the Council.
- 14.2 The Hirer shall ensure that the Hirer's event is not of an obscene nature or likely to cause offence to the public or a breach of the peace.
15. No Assignment
- The Hire Agreement is personal to the Hirer only and cannot be assigned, sub let or otherwise parted with or shared.
16. Admission
- The Council reserves the right to refuse admission to the Centre to any person or persons in the interests of safety or maintaining public order or on any other reasonable grounds.
17. Equipment and Works
- 17.1 No goods, equipment or fittings whatsoever shall be brought into or installed in the Centre unless each item complies with all relevant safety requirements and is installed in a proper manner to the satisfaction of the Technical Manager. Current safety certificates for all electrical, mechanical and lifting equipment should be available at all times whilst on site for inspection by the Technical Manager;
- 17.2 All electrical equipment and wiring to be used in the Centre shall conform to the relevant British Standards and shall be in a good and safe condition and be properly installed to the satisfaction of the Technical Manager. All electricity to stands/exhibition stalls shall be installed by an approved certifiable contractor from the drop wires supplied by the house technician.
- 17.3 The Event Manager or the Technical Manager may refuse to permit any article, goods or equipment to be brought into or installed in the Centre and further may require the Hirer to remove any article, goods or equipment brought into the Centre and the Hirer or his agents, employees or workmen shall obey such instructions immediately;
- 17.4 No holes shall be made in the fabric of the Centre nor shall any nails, screws, hooks or fixings of any kind be affixed to such fabric or to any of the fixtures, fittings, furniture, furnishings or equipment.
- 17.5 No stalls, canopies, decorations, streamers or other similar items shall be erected or installed in the Centre unless the Hirer has first obtained the written approval of the Event Manager.
18. Sales



- No goods or services shall be sold, supplied or offered for sale or supply in return for payment in the Centre unless the Hirer has first obtained the written approval of the Event Manager and the Hirer shall pay to the Council such additional charge or commission on turnover as is specified in the Hire Agreement, if any.
- 18.1 Exhibition organisers shall ensure that any and all sales activity is restricted to the confines of the stand within the hall.
- 18.2 Exhibition organisers are requested to first approach Colchester Leisure World's business partners to participate in exhibitions.
- 18.3 No direct competitor to the Colchester Leisure World business profile is permitted to exhibit in or around the Centre.
19. Advertising and Tickets
- 19.1 The Hirer shall not affix or cause to be affixed any advertisements to:
- a) any part of the Centre except with the Event Manager's approval
  - b) any other structure or land without the consent of the owner of the structure or land and the Hirer shall comply with the law relating to the control of the display of advertisements and the Clean Neighbourhood and Environment Act 2005;
- 19.2 The Hirer shall before publication supply the Event Manager with specimen copies of all bills, posters, notices, programmes and tickets, for approval and no such item which has not been approved shall be published or displayed or sold;
- 19.3 The Council will print the tickets for the Hirer's event at the Council's rate of charge for printing tickets in force when the tickets are first put on sale to the public;
- 19.4 All advertising material shall clearly identify the promoter of the event and shall display the Charter Hall logo with strap-line
- 19.5 The Hirer shall not issue tickets in excess of the maximum capacity for the event specified in the Hiring Agreement.
- 19.6 The Hirer shall make proposals of any sponsorship opportunities in writing for approval by the Event Manager before entering into any third party agreements.
20. Broadcasting
- No event in the Centre shall be broadcast by radio, television or any other means or recorded by any means with a view to later broadcasting; or publication or reproduction as a gramophone record, tape recording or cassette or CD or in any other form, without the Hirer first obtaining the written approval of the Event Manager and having paid the facility fee agreed between the Hirer and the Council for such approval.
21. Performing Rights
- The Hirer shall comply with the terms and conditions of the Licences granted to the Council by the Performing Right Society Limited and Phonographic Performances Limited and supply to the Event Manager a certified list of all music and songs performed and recording played, with the names of the author, composer, arranger and publisher of each item on the list. Payment of all sums payable in respect of the Hirer's event for performing rights or similar shall be the responsibility of the Hirer and shall be deducted from gross box office receipts at the applicable percentage rate.
22. No Animals
- 22.1 No exhibitions of or performances by or involving animals are allowed in the Centre;
- 22.2 In exceptional circumstances with the prior written approval of Event Manager, animals which are normally regarded as domesticated in the United Kingdom (e.g. dogs, caged birds, domesticated rabbits) may be used as an ancillary part of a performance;
- 22.3 This condition shall not prevent the holding by bona fide animal breed societies or similar organisations of exhibitions and shows involving animals;
23. Hazards
- 23.1 No gas or oil stoves, oil lamps or other mechanical or electrical equipment of any kind shall be used in the Centre unless the Hirer has first obtained written approval of the Technical Manager to such being used.
- 23.2 No special effects such as candles, fireworks, explosives, smoke generators, lasers shall be used in the Centre unless the Hirer has first obtained written approval from the Event Manager. Application for approval should be made in writing at least 24 days before the commencement of the Hire Agreement.
- 23.3 No inflammable liquids, gases or explosive substances shall be brought into or kept in the Centre.
- 23.4 All stage material, scenery, decoration and drapes should be flameproof to current regulations and the current safety certificate must be available at all times for inspection on site.
- 23.5 The hirer shall complete a full event risk assessment including COSSH and fire risk assessment to identify any and all risks, hazards and control measures and forward to the Event Manager upon signing the hire agreement and a revised and final assessment at least 14 days prior to the tenancy
24. Complimentary Tickets
- The Hirer shall reserve and provide to the Event Manager tickets for ten seats as indicated on the attached schedule for the use of the Council for house management and civic purposes entirely at the discretion of the Council.



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25. Photographs  
No photographer shall be engaged or authorised by the Hirer to take photographs at any event without the prior approval of the Event Manager.
26. Council Equipment  
The Council's electrical plant and the lighting and sound installation shall not be operated or attempted to be operated by anyone other than the Council's duly authorised technical staff. The Hirer shall be liable for any damage caused to the plant or installation by unauthorised persons (including unauthorised Council employees) during the Hire Period or any Excess Period.
27. Additional Charges  
The Hirer shall pay for any additional facilities or services provided by the Council in accordance with the Council's scale of charges in force at the end of the Hire Period or if no such rate is applicable at the charge agreed by the Council and the Hirer when the facility or service was requested.
28. Access  
The Council's authorised officers shall have unrestricted access to all parts of the Centre at all times.
29. Logo  
The name Charter Hall must appear on all publicity material as Charter Hall, Colchester's premiere events venue at Leisure World and where practical the Charter Hall logo should appear in black. PDF file is available on request from the Event Manager or downloaded from [www.charter-hall.co.uk](http://www.charter-hall.co.uk)
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