



FACILITY HIRE TERMS AND CONDITIONS

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Standard Function Room Hire Booking

1. Interpretation

In these terms and conditions,

- a) 'The Hirer' is the person with whom the agreement has been made and who is responsible for ensuring the group or organisation or company comply with all aspects of the hire conditions.
- b) 'PHCSA' means the building administrator employed by PHCSA, and/or the Trustees of Pomphrey Hill Community Sports Association or their duly appointed representatives.
- c) 'Building' or 'Grounds' or 'Pomphrey Hill' means the entire Pomphrey Hill Site, its structure, resources, contents and staff.
- d) 'Room' means the room that is hired by the hirer

2. General

- a) There is a NO SMOKING policy throughout the building. The Hirer is responsible in ensuring that this policy is adhered to.
- b) The minimum hire period for a function is Three (3) hours during weekends, and must include time to set up and clean up at end of hire period.
- c) The Hirer is responsible for ensuring that sufficient time has been included within the hire period for room/activity preparation and removal of all Hirers from the room.
- d) The Hirer is responsible for ensuring that the Room is vacated on time. Any Hirer that has not vacated their room fifteen minutes after the agreed hire time has elapsed will be billed for an additional hour hire charge
- e) The Hirer is responsible for ensuring that the room and any other facilities used during the hire period are **left as found and that at all times** a policy of good housekeeping is employed.
- f) The Hirer must not do or permit any act, matter or thing which would or might vitiate in whole or in part any insurance policy in respect of the building and must comply with all conditions and stipulations of the premises license for the building. No part of the building is to be used for any unlawful purpose or in any unlawful way. **Alcoholic drinks or beverages of any description are not to be brought onto the premises.**
- g) The Hirer will be responsible for financial reimbursement of all breakages and damages that occur during the period of hire. PHCSA shall be entitled to withhold such proportion of the damage deposit detailed at clause 3 below as may be reasonably necessary to make good any damage.
- h) The Hirer is responsible for the behaviour of all members of the group, or organisation, or company for which they represent or all persons who attend the class or event organised by the Hirer. The Hirer shall ensure that the maximum capacity of the room is not exceeded.
- i) PHCSA have the right at all times to refuse entry to, or remove from the building, any person who is considered to be employing, displaying or engaging in anti-social attitude or behaviour. PHCSA reserves the right to enter the Room at any time to ensure that no such behaviour or breach of these conditions of Hire is occurring or has occurred.
- j) All groups/organisations are advised that they must have appropriate and adequate insurance cover for their own equipment and activity.
- k) All electrical equipment brought onto the Site MUST comply with the IEE Code of Practice with respect to Portable Appliance Testing (PAT). Proof of compliance will be requested. No electrical or gas fittings or appliances in the building are to be altered, moved or interfered with.



- l) Where the Hirer has a regular booking PHCSA reserves the right to review and revise its hire charges from time to time and shall advise the Hirers of the same in writing. Any such changes shall take effect 30 days after the date of the written notice sent to the Hirer.
- m) These terms (and any special terms set out in the booking form and authorised by PHCSA) shall govern all hire and use of the building to the exclusion of all other terms.

3. Bookings

- a) We operate an online booking system for all function rooms, which can be accessed on the facilities page on our website at www.pomphreyhill.org.uk
- b) Making your booking online is the quicker way to secure your booking.
- c) All function bookings must be a minimum of three (3) hours during weekends and must include time to set up and clean up.

4. Terms of Payment

- a) All bookings must be made through the online booking system. Full payment is required at the time of booking to secure the hire.
- b) If the Hirer wishes to cancel a confirmed booking, they must contact PHCSA as soon as possible. Where at least 28 days' notice is provided, PHCSA will consider whether a refund is appropriate; however, PHCSA's preferred approach, where suitable and subject to availability, will be to transfer the booking to an alternative date. Cancellations made with less than 28 days' notice will remain payable in full unless the facilities can be re-let. Any non-refundable payment, deposit or charge will be retained by the Association.

5. Force Majeure

PHCSA reserve the right to cancel any booking where unforeseen circumstances prevail or due to legal or statutory requisition of the Pomphrey Hill facilities. PHCSA will not be liable for any loss the Hirer may suffer due to any failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

6. Liability

- a) PHCSA will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the building either by the Hirer or by any other person.
- b) PHCSA will not be liable for the death or injury to any person attending the building or for any losses, claims, demands actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of PHCSA.
- c) If the Hirer fails to observe and perform any of these conditions, PHCSA may charge to and recover from the Hirer any expenses incurred in remedying such failure, including the cost of employing workmen, cleaners or other persons as may be appropriate.
- d) The benefit of the agreement is personal to the Hirer and not assignable or capable of being sub hired.

Regular User Function Room Hire Booking

1. Interpretation

In these terms and conditions,



- a) 'The Hirer' is the person with whom the agreement has been made and who is responsible for ensuring the group or organisation or company comply with all aspects of the hire conditions.
- b) 'PHCSA' means the building administrator employed by PHCSA, and/or the Trustees of Pomphrey Hill Community Sports Association or their duly appointed representatives.
- c) 'Building' or 'Grounds' or 'Pomphrey Hill' means the entire Pomphrey Hill Site, its structure, resources, contents and staff.
- d) 'Room' means the room that is hired by the hirer

2. General

- a) There is a NO SMOKING policy throughout the building. The Hirer is responsible in ensuring that this policy is adhered to.
- b) The Hirer is responsible for ensuring that sufficient time has been included within the hire period for room/activity preparation and removal of all Hirers from the room.
- c) The Hirer is responsible for ensuring that the Room is vacated on time. Any Hirer that has not vacated their room fifteen minutes after the agreed hire time has elapsed will be billed for additional hours hire charge
- d) The Hirer is responsible for ensuring that the room and any other facilities used during the hire period are left as found and that at all times a policy of good housekeeping is employed. Prior to starting their session, the hirer is responsible for checking the room to make sure that everything is in order and should report any issues to the manager at the earliest opportunity.
- e) The Hirer must not do or permit any act, matter or thing which would or might vitiate in whole or in part any insurance policy in respect of the building and must comply with all conditions and stipulations of the premises license for the building. No part of the building is to be used for any unlawful purpose or in any unlawful way. Alcoholic drinks or beverages of any description are not to be brought onto the premises. Any brought onto the premises will be confiscated by staff and disposed of and there will be no re-imbursement or compensation to any parties for this.
- f) The Hirer will be responsible for financial reimbursement of all breakages and damages that occur during the period of hire and will be billed accordingly.
- g) The Hirer is responsible for the behaviour of all members of the group, or organisation, or company for which they represent or all persons who attend the class or event organised by the Hirer. The Hirer shall ensure that the maximum capacity of the room is not exceeded.
- h) PHCSA have the right at all times to refuse entry to, or remove from the building, any person who is considered to be employing, displaying or engaging in anti-social attitude or behaviour. PHCSA reserves the right to enter the Room at any time to ensure that no such behaviour or breach of these conditions of Hire is occurring or has occurred.
- i) All groups/organisations are advised that they must have appropriate and adequate insurance cover for their own equipment and activity. A copy of this is to be provided to the management at PHCSA for retention on file. This is to be updated by the hirer as necessary.
- j) All electrical equipment brought onto the Site MUST comply with the IEE Code of Practice with respect to Portable Appliance Testing (PAT). Proof of compliance will be requested. No electrical or gas fittings or appliances in the building are to be altered, moved or interfered with.
- k) PHCSA reserves the right to review and revise its hire charges from time to time and shall advise the Hirers of the same in writing. Any such changes shall take effect 30 days after the date of the written notice sent to the Hirer.
- l) These terms (and any special terms set out in the booking form and authorised by PHCSA) shall govern all hire and use of the building to the exclusion of all other terms.
- m) Hirers (where appropriate) will be issued with unique entry codes to the building and access to the approved key box.
- n) Pomphrey Hill have the right to cancel regular hirers booking, either as a one off or in their entirety, but where possible, will provide at least 28 days to the hirer of this.

3. Bookings

- a) Hirers to provide details of regular sessions the start of each year

4. Terms Of Payment

- a) For regular & ongoing community & business hire, hirers are encouraged to set up "Payment Plan" using the online booking system, payments will be taken for each months booking, a receipt will be provided automatically.
- b) Payments can be made by BACS, credit/debit card, cash or cheque payable to "Pomphrey Hill Community Sports Association".
- c) Should a regular ongoing Hirer wish to cancel one or more booked sessions the Hirer should manage the bookings using the online booking system which can be accessed on the facilities page on our website at www.pomphreyhill.org.uk. The hirer should cancel with at least 48 hours notice of the cancelled session(s) or will be responsible for the full amount for such session unless the hire facilities can be re-let.

5. Force Majeure

PHCSA reserve the right to cancel any booking where unforeseen circumstances prevail or due to legal or statutory requisition of the Pomphrey Hill facilities. PHCSA will not be liable for any loss the Hirer may suffer due to any failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

6. Liability

- a) PHCSA will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the building either by the Hirer or by any other person.
- b) PHCSA will not be liable for the death or injury to any person attending the building or for any losses, claims, demands actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of PHCSA.
- c) If the Hirer fails to observe and perform any of these conditions, PHCSA may charge to and recover from the Hirer any expenses incurred in remedying such failure, including the cost of employing workmen, cleaners or other persons as may be appropriate.
- d) The benefit of the agreement is personal to the Hirer and not assignable or capable of being sub hired.

Business Function Room Hire

1. Interpretation

In these terms and conditions,

- a) 'The Hirer' is the person with whom the agreement has been made and who is responsible for ensuring the group or organisation or company comply with all aspects of the hire conditions.
- b) 'PHCSA' means the building administrator employed by PHCSA, and/or the Trustees of Pomphrey Hill Community Sports Association or their duly appointed representatives.
- c) 'Building' or 'Grounds' or 'Pomphrey Hill' means the entire Pomphrey Hill Site, its structure, resources, contents and staff.
- d) 'Room' means the room that is hired by the hirer

2. General

- a) There is a NO SMOKING policy throughout the building. The Hirer is responsible in ensuring that this policy is adhered to.
- b) The Hirer is responsible for ensuring that sufficient time has been included within the hire period for room/activity preparation and removal of all Hirers from the room.

- c) The Hirer is responsible for ensuring that the Room is vacated on time. Any Hirer that has not vacated their room fifteen minutes after the agreed hire time has elapsed, will be billed for an additional hour's hire charge
- d) The Hirer is responsible for ensuring that the room and any other facilities used during the hire period are left as found and that at all times a policy of good housekeeping is employed.
- e) The Hirer must not do or permit any act, matter or thing which would or might vitiate in whole or in part any insurance policy in respect of the building and must comply with all conditions and stipulations of the premises license for the building. No part of the building is to be used for any unlawful purpose or in any unlawful way. Alcoholic drinks or beverages of any description are not to be brought onto the premises.
- f) The Hirer will be responsible for financial reimbursement of all breakages and damages that occur during the period of hire. PHCSA shall be entitled to withhold such proportion of the damage deposit detailed at clause 3 below as may be reasonably necessary to make good any damage.
- g) The Hirer is responsible for the behaviour of all members of the group, or organisation, or company for which they represent or all persons who attend the class or event organised by the Hirer. The Hirer shall ensure that the maximum capacity of the room is not exceeded.
- h) PHCSA have the right at all times to refuse entry to, or remove from the building, any person who is considered to be employing, displaying or engaging in anti-social attitude or behaviour. PHCSA reserves the right to enter the Room at any time to ensure that no such behaviour or breach of these conditions of Hire is occurring or has occurred.
- i) All groups/organisations are advised that they must have appropriate and adequate insurance cover for their own equipment and activity.
- j) All electrical equipment brought onto the Site MUST comply with the IEE Code of Practice with respect to Portable Appliance Testing (PAT). Proof of compliance will be requested. No electrical or gas fittings or appliances in the building are to be altered, moved or interfered with.
- k) Where the Hirer has a regular booking PHCSA reserves the right to review and revise its hire charges from time to time and shall advise the Hirers of the same in writing. Any such changes shall take effect 30 days after the date of the written notice sent to the Hirer.
- l) These terms (and any special terms set out in the booking form and authorised by PHCSA) shall govern all hire and use of the building to the exclusion of all other terms.

3. Terms Of Payment

- a) All bookings must be made through the online booking system. Full payment is required at the time of booking to secure the hire.
- b) If the Hirer wishes to cancel a confirmed business booking, they must contact PHCSA as soon as possible. Where at least 7 days' notice is provided, PHCSA will consider whether a refund is appropriate; however, PHCSA's preferred approach, where suitable and subject to availability, will be to transfer the booking to an alternative date. Cancellations made with less than 7 days' notice will remain payable in full unless the facilities can be re-let. Any non-refundable payment, deposit or charge will be retained by the Association.

4. Force Majeure

PHCSA reserve the right to cancel any booking where unforeseen circumstances prevail or due to legal or statutory requisition of the Pomphrey Hill facilities. PHCSA will not be liable for any loss the Hirer may suffer due to any failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

5. Liability

- a) PHCSA will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the building either by the Hirer or by any other person.
- b) PHCSA will not be liable for the death or injury to any person attending the building or for any losses, claims, demands actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of PHCSA.
- c) If the Hirer fails to observe and perform any of these conditions, PHCSA may charge to and recover from the Hirer any expenses incurred in remedying such failure, including the cost of employing workmen, cleaners or other persons as may be appropriate.
- d) The benefit of the agreement is personal to the Hirer and not assignable or capable of being sub hired.

Outside Spaces Hire

1. Interpretation

In these terms and conditions,

- a) 'The Hirer' is the person with whom the agreement has been made and who is responsible for ensuring the group or organisation or company comply with all aspects of the hire conditions.
- b) 'PHCSA' means the building administrator employed by PHCSA, and/or the Trustees of Pomphrey Hill Community Sports Association or their duly appointed representatives.
- c) 'Building' or 'Grounds' or 'Pomphrey Hill' means either the sites at Pomphrey Hill or Johnsons Road, its structure, resources, contents and staff.
- a) 'Room' means the room that is hired by the hirer

2. General

- a) There is a NO SMOKING policy throughout the building. The Hirer is responsible in ensuring that this policy is adhered to.
- b) The Hirer is responsible for ensuring that sufficient time has been included within the hire period for appropriate preparation and clearing of the site.
- c) The Hirer is responsible for ensuring that the site and any other facilities used during the hire period are left as found and that at all times a policy of good housekeeping is employed. Prior to starting their event the hirer is responsible for checking the area of the site & facilities to be used to make sure that everything is in order and should report any issues to the manager at the earliest opportunity
- d) The Hirer must not do or permit any act, matter or thing which would or might vitiate in whole or in part any insurance policy in respect of the building/site and must comply with all conditions and stipulations of the premises license for the building. No part of the building is to be used for any unlawful purpose or in any unlawful way. Alcoholic drinks or beverages of any description are not to be brought onto the premises. Any brought onto the premises will be confiscated by staff and disposed of and there will be no re-imbursement or compensation to any parties for this.
- e) The Hirer will be responsible for financial reimbursement of all damages that occur during the period of hire and will be billed accordingly.
- f) The Hirer is responsible for the behaviour of all members of the group, or organisation, or company for which they represent or all persons who attend the class or event organised by the Hirer.
- g) All groups/organisations are advised that they must have appropriate and adequate insurance cover for their own equipment and activity. A copy of this is to be provided to the management at PHCSA for retention on file. This is to be updated by the hirer as necessary.



- h) All electrical equipment brought onto the Site MUST comply with the IEE Code of Practice with respect to Portable Appliance Testing (PAT). Proof of compliance will be requested. No electrical or gas fittings or appliances in the building are to be altered, moved or interfered with.
- i) These terms (and any special terms set out in the booking form and authorised by PHCSA) shall govern all hire and use of the site to the exclusion of all other terms.
- j) If any hirer or person acting on their behalf causes the alarm to activate then the hirer will be charged to cover the cost of any call out for a key holder or the alarm company for the alarm to be re-set.

3. Terms Of Payment

- a) For regular & ongoing community & business hire, hirers are encouraged to set up "Payment Plan" using the online booking system, payments will be taken for each months booking, a receipt will be provided automatically.
- b) Payments can be made by BACS, credit/debit card, cash or cheque payable to "Pomphrey Hill Community Sports Association".
- c) Should a regular ongoing Hirer wish to cancel one or more booked sessions the Hirer should manage the bookings using the online booking system which can be accessed on the facilities page on our website at www.pomphreyhill.org.uk. The hirer should cancel with at least 48 hours notice of the cancelled session(s) or will be responsible for the full amount for such session unless the hire facilities can be re-let.

4. Force Majeure

PHCSA reserve the right to cancel any booking where unforeseen circumstances prevail or due to legal or statutory requisition of the Pomphrey Hill facilities. PHCSA will not be liable for any loss the Hirer may suffer due to any failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

5. Liability

- a) PHCSA will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the building either by the Hirer or by any other person.
- b) PHCSA will not be liable for the death or injury to any person attending the building or for any losses, claims, demands actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of PHCSA.
- c) If the Hirer fails to observe and perform any of these conditions, PHCSA may charge to and recover from the Hirer any expenses incurred in remedying such failure, including the cost of employing workmen, cleaners or other persons as may be appropriate.
- d) The benefit of the agreement is personal to the Hirer and not assignable or capable of being sub hired