

NEWINGTON PARISH COUNCIL

Terms & Conditions of Pavilion Hire

1. Bookings

1.1 Bookings may be made via: Mrs Wendy Licence

➤ Telephone – 01622 739324

➤ E-mail – clerk.npc@gmail.com

1.2 All applications for hire of the Pavilion must be made in writing on Newington Parish Council's official Application for Hire of Pavilion form.

1.3 Newington Parish Council (hereafter referred to as "the Council") reserves the right to refuse any application.

1.4 At the time of entering into the Agreement the hirer must notify the Council of the name, address and telephone number of someone who will be personally responsible for the obligations of the hirer under this agreement. This person must be 18 years of age or older.

1.5 All bookings will be subject to a deposit, which must be paid at the time of making the booking(s).

2. Use of the Pavilion

2.1 No part of the Pavilion is to be used for any purpose other than the Purpose of the Booking as stated on the booking form.

a) Under no circumstances will the following be permitted:

- 18th or 21st Birthday Parties
- Hen or Stag Parties

b) The pavilion must be cleaned and vacated as follows:

- Sunday to Thursday 10pm
- Friday and Saturday 11pm

2.2 No part of the Pavilion is to be used for any unlawful purpose or in any unlawful way.

2.3 With the exception of guide dogs, no animal is to be brought into, or allowed to enter, the Pavilion without the written consent of the Council.

2.4 All persons using the Council facilities shall behave in a manner that does not cause injury, damage, nuisance or annoyance to property, staff, local residents, or other users of the Recreation Ground.

2.5 The hirer will be charged for any additional cleaning required at a rate of £15.00 per hour, and for any damages or breakages caused during their use. This sum will be deducted from the deposit. Or if the cost of repair to the council is greater than the deposit the Council will raise an additional invoice on the hirer.

2.6 All reports of defective equipment, including changing room facilities, must be reported to the Booking Clerk immediately upon discovery.

2.7 It is against the law to smoke in the Pavilion and smoking is also prohibited on the veranda. The consumption of alcohol on the premises is strictly forbidden, except by written permission of the Council. The hirer is responsible for enforcing this and may be accountable for fines

2.8 During the period of the booking the hirer is responsible for the efficient supervision of the Pavilion including:

- The effective control of children;
- The orderly and safe admission and departure of persons to and from the Pavilion;
- The orderly and safe vacation of the pavilion in case of emergency.

2.8.1 The safety of persons within the Pavilion

2.8.2 The preservation of good order and decency in the Pavilion

2.8.3 Ensuring that all fire exit doors from the Pavilion are left unfastened and unobstructed and immediately available for exit.

2.9 The maximum number of persons to be admitted to the Pavilion at any one time is stated on the booking form.

2.10 No lighting, heating, power or any other electrical fittings or appliances in the Pavilion are to be altered, moved or in any other way interfered with.

2.11 Under Food Hygiene Regulations kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities, for catering purposes, the hirer is responsible for food safety and hygiene, and should comply with current food safety legislation. The Council will not be held responsible or liable for the hygiene of any food prepared on or off of the premises.

2.12 The kitchen must be left in a clean and tidy condition ready for the next hirer.

2.13 Barbecues are not permitted to be used at any time in the Pavilion, on the veranda or the Recreation Ground.

2.14 At the end of the booking the hirer is to leave the Pavilion in the condition found at the beginning of the booking. This will include removing all equipment previously brought in by, or on behalf of, the hirer and removing all litter from the Pavilion, including the toilets and taking away from the site (this does not mean placing in the litter bins provided outside). This will include ensuring the toilets are clean and fit for purpose and sweeping up areas if necessary. This must be carried out during the duration of the booking made and not after. Cleaning fluids and cloths for surfaces should be brought by the hirer for clean up after the event.

2.15 All keys issued by the Council, in connection with a hire session, are to be returned promptly at the end of the hire period. The hirer will be required to pay for the replacement of any keys not returned within 24 hours.

2.16 All lights and appliances used must be turned off at the end of the booking.

2.17 No studded footwear is permitted in the pavilion at any time. All muddy footwear is also to be removed.

3. Payment of Charges

3.1 All fees and charges are levied according to the rate applicable on the date of the hire session, and not the date of making or confirming an application for hire.

3.2 The hirer must adhere to the times of booking as stated on the application form, and must ensure that the facilities are vacated on or before the end of the agreed hire session. Should the time of hire be exceeded, the Council reserves the right to levy supplementary charges based on the hourly rate for the booking.

3.3 Occasional hirers are required to pay the full amount (booking fee and deposit) when returning their booking form. Non payment of fees and charges due, seven (7) days preceding the date of the hire session, will render the hire session subject to cancellation by the Council, at its discretion.

3.4 Regular hirers will be invoiced for all outstanding costs at the end of the month following the period of hire.

3.5 All fees and charges shall be payable within thirty (30) days of the receipt of the Council's invoice, or by the stated payment date. If invoices are not paid within a three week period the Council reserves the right to accept no further bookings until payment has been received.

3.6 Payment of invoices for regular hirer agreements may be made by monthly standing order or direct debit, payable on the first day of each month of the activity season.

3.7 The Council reserves the right to request a full payment in advance of the hiring.

4. Cancellations

4.1 The hirer must give seven (7) days written notice of cancellation of their booking, to the Council, in order to be eligible for a credit or refund.

4.2 If such notice is given less than seven (7) days before the period of hiring, the Council will retain all deposits paid, and the hirer will be liable to pay the whole fee.

4.3 The Council may cancel the booking in connection with essential safety or operational reasons

4.4 The Council will give the hirer as much notice of a cancellation as is practicable, and will refund the fee in full. Where possible, the Council will attempt to find suitable alternative accommodation.

5. Indemnity and Insurance

5.1 The hirer shall indemnify the Council against all the liabilities and keep the Council fully indemnified against all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against, suffered or incurred by the Council.

5.3 The Council does not accept liability for any damage to, or loss of, any property or articles placed or left in or on the Pavilion or Recreation Ground or any part thereof by an organisation or member of an organisation.

5.4 The Council does not accept liability for any loss suffered by the Hirer as a result of any booking cancellation or unforeseen unavailability of the facilities.

5.5 The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the users of the facilities.

5.6 The Council will not accept liability for any personal injury or loss of life howsoever caused to any users of the facility, unless resulting from negligence on the part of the Council.

5.7 A hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the Pavilion and/or facilities, etc without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which Newington Parish Council may have against the hirer.

6. Fire Regulations

6.1 It is then the Hirer's responsibility to pass on information about the fire notices / fire extinguishers to the attendees. Due to the wooden construction of the building and Fire Brigade requirements, no additional heating equipment is allowed at any time and fireworks of any type (including sparklers) may only be ignited outside the fence perimeter.

6.2 Fire extinguishers and heaters must not be covered. Water heater in kitchen must not be left on when leaving the premises.

6.3 No naked flames or candles to be used inside the building or on the veranda.

7. Equipment & Decoration

7.1 The Council reserves the right to charge hirers for the replacement of lost / stolen / damaged equipment.

7.2 No equipment of any sort may be stored in the Pavilion by hirers unless otherwise agreed in writing with the Booking Clerk. Any such property shall be stored entirely at the risk of the owner, and the Council shall not accept responsibility for any loss of, or damage to, any equipment or property stored.

7.3 Any equipment / property permitted to be stored at the Pavilion shall be stored away, in accordance with the written approval, at the each booked session.

7.4 No nails, screws, pins or other similar objects are to be driven into any part of the Pavilion, nor is any adhesive substance to be attached to it.

7.5 No posters, boards, pictures, signs, flags or other emblems or advertisements are to be displayed inside or outside of the Pavilion without the previous written consent of the Council. Any items displayed without permission will be removed.

7.6 The Council reserves the right to remove any article permitted under Condition 7.5 which becomes so dirty or torn as to be untidy or unsightly.

7.7 Flyposting is not permitted, and may result in enforcement action at the Councils discretion.

7.8 No additional lighting, heating, power or any other electrical fittings or appliances are to be installed or used without the prior written consent of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector. An additional charge may be payable for any items that are permitted.

7.9 The hirer may not hold or store controlled substances or other chemical agents on the premises without the written permission of the Council. In order to obtain this permission the hirer must provide all relevant information about the substance, eg COSHH Data Sheets, Risk Assessments, etc.

8. Right of Entry

8.1 The Council reserves the right for duly authorised members or officers of the Council to enter the Pavilion at any time for any authorised purpose.

9. Car Parking

9.1 All vehicles should be parked in the designated car park on site. It is the responsibility of the club/hirer to ensure that all drivers park their vehicles in a safe and legal manner, where they will not obstruct resident's driveways or access by emergency vehicles.

9.2 Parking at the Pavilion is extremely limited and the Council therefore recommends that all users use public transport or car share.

10. Equal Opportunities

The club/hirer will act to promote equality of opportunity and to promote good relations between different groups. Where reasonably requested, by the Council, the club/hirer will assess and monitor its policies and practices so as to measure the impact of the promotion of equality, and report this to the Council.

11. Gambling

The hirer is not to permit any sweepstake, raffle, tombola or other form of lottery to take place within a Pavilion except a lottery:

11.1 which is lawful under the Lottery and Amusements Act 1976, and

11.2 for which the prior written consent of the Council has been obtained, and

11.3 which is conducted strictly in accordance with the relevant statutory provisions.

12. Complaints

Any complaint arising out of the hiring must be made in writing to the Council within seven (7) days after the end of the period of hire.

Definitions:

Regular Hirer: a regular hirer is defined as any society, association, club, community group, organisation, or individual who makes weekly bookings, at the Pavilion, within any one booking period.

Occasional Hirer: an occasional hirer is defined as any society, association, club, community group, organisation, or individual who makes bookings less frequently than once a week, at the Pavilion, within any one booking period.