

Pavilion at East Park Farm

Terms and Conditions of Hire April 2017

Definitions

1. East Park Farm Pavilion (EPFP) is managed by Charvil Parish Council (CPC) on its behalf by the Amenities Committee (AC).
2. EPFP is administered primarily by the Assistant Parish Clerk (APC) or in their stead, the Parish Clerk (PC) or nominated Councillors. The APC (or deputy) acts on behalf of CPC to receive and confirm bookings, arrange access, inform Hirers of the Terms and Conditions of Hire and to monitor adherence to these. All references to the APC below shall be taken to refer to the Assistant Parish Clerk or any other officer or councillor as nominated.
3. The Hirer refers to the person or organisation hiring EPFP for any event. It is the Hirer's responsibility to ensure that any persons on the premises for the duration of their booking adhere to the Terms and Conditions of Hire set out in this document.

Acceptance of Terms and Conditions

4. Use of EPFP is subject to the following Terms and Conditions. By making a booking and/or using EPFP the Hirer accepts and agrees to these Terms and Conditions. The Hirer agrees to abide by and enforce the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of EPFP Facilities. Any incident arising from a breach of the Terms and Conditions of Hire will be the sole responsibility of the Hirer. Any such breach will result in loss of deposit and could incur additional charges.

Opening Hours

5. EPFP is normally available for hire between 9am to 10pm throughout the year. Music may not be played beyond 8pm except by prior agreement.

East Park Farm Pavilion Equipment and Facilities

6. EPFP comprises the Main Hall, the Kitchen and the Changing Rooms - each of which is available for hire.
7. The booking of facilities within the hall shall entitle the Hirer to the use of EPFP equipment by agreement with the APC, such as tables and chairs, kitchen equipment and utensils if the kitchen has been booked, on the condition that all equipment is returned, clean and undamaged at the end of the booking.
8. Car Parking: Parking is available in the Car Park near the tennis courts. Vehicles must not be parked on the highway or at the entrance or exit or on the road leading to the Pavilion. There are four parking bays near the building and a key to the barrier will be required to gain access. These spaces are for the sole use of people who are less ambulant and the Hirer, if she/he has to take lots of resources/equipment to the building. All other users MUST park in the public car park at East Park Farm. CPC advises the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on pavements is not permissible. Hirers are encouraged to arrive by coach/minibus whenever possible.
9. If the barrier is unlocked to gain access to the Pavilion, it must be pulled to after each car passes through and it is the responsibility of the Hirer to lock it at the end of the hire.
10. Any damage or failure of equipment must be reported to the APC.
11. Storage: The permission of the APC must be obtained before goods or equipment can be stored in the premises overnight.

Booking Process and Conditions

12. EPFP may be hired by anyone 18 years old or over.
13. If the Hirer is not known to CPC, the Hirer will be asked to produce personal identification and proof of address.
14. Bookings will only be considered on a completed Booking Form submitted to the APC.
15. The APC reserves the right to refuse a booking of EPFP or any other Parish facilities if they consider that the hiring would lead to a breach of the Terms and Conditions of Hire or if for any reason the premises are considered unfit for the intended use.

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16. The Hirer agrees to indemnify CPC for the cost of repairs of any damage done to any property or contents during the hire.
17. The Hire of EPFP does not entitle the Hirer to occupy the premises at any time other than the specific hours for which the facilities has been hired, unless prior arrangements have been made with the APC.

Hire Charges and Payment Policy

18. The AC reviews and sets hire fees annually on or around 1st April each year. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in hire rates formally approved by the AC).
19. A non-refundable deposit of 25% of the hire fee must be paid within 10 days of the booking form being received in order to confirm a booking.
20. For bookings costing less than £100.00, the full amount will be due within ten days of receipt of the booking form.
21. The balance of the hire fee must be paid at least 28 days before the event, or paid together with the booking form in cases where the booking is within 28 days of the event.

Cancellations

22. Cancellation by the Hirer within 14 days of the hire will incur a 50% cancellation fee and within 7 days will incur a 100% cancellation fee.
23. CPC reserves the right to cancel any hiring by written notice to the Hirer in the event of:
 - 23.1. the AC considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire;
 - 23.2. the facilities becoming unfit for the use intended by the Hirer;
 - 23.3. an emergency requiring use of the premises as a shelter for victims of disaster.
24. In any such case the Hirer shall be entitled to a full refund of any money already paid, but the CPC shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

Notice given to cancel a booking	Charge
More than 14 days	25% of the total hire charge
Within 14 days	50% of the total hire charge
Within 7 days	100% of the total hire charge

BEFORE YOUR BOOKING

Insurance

25. CPC's Public Liability Insurance shall be extended to each organisation or person whilst using EPFP (during a booking agreed with CPC), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the hall for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.
26. CPC insurance does not cover items owned by EPFP users. Equipment brought into and/or left in EPFP is entirely at the Hirer's risk.
27. It is the Hirer's responsibility to ensure that any sub-contractor who provides equipment or a service has appropriate Public Liability Insurance.

Licences

28. Where music is to be played, the Hirer shall ensure that EPFP holds a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity in the EPFP, the Hirer must ensure that they or the EPFP hold the relevant licence. (Refer to point 5)

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29. Sale of Alcohol: EPFP is not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises without express permission of the APC in writing. With written agreement from the APC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

Health and Safety

30. Maximum Capacity: To comply with Fire Authority and Local Authority conditions the number of persons occupying the property is restricted to 100.
31. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
32. Upon commencement of the hire, the Hirer must ensure that they have received instruction from a CPC member in the following matters:
- 32.1. the action in the event of fire, including calling the Fire Brigade and evacuation of the EPFP; the Fire Brigade shall be called however minimal the fire;
 - 32.2. the location of the fire and first aid equipment;
 - 32.3. escape routes and the need to keep them clear;
 - 32.4. method and operation of emergency exit door fastenings.
33. In advance the Hirer shall check to ensure that:
- 33.1. all fire exits are unlocked and escape routes clear of obstruction; **NOTE All shutters MUST be raised at commencement of hire.**
 - 33.2. fire doors are not wedged open;
 - 33.3. exit signs are illuminated;
 - 33.4. there are no obvious fire hazards on the premises.
34. Barbeques are permitted only outside in EPFP grounds and under adult supervision.
35. Candles are permitted when guarded; other naked flames are not allowed inside or out (celebration cake candles are permitted).
36. Electrical Equipment Safety: The Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and is Portable Appliance Tested (PAT).

DURING YOUR BOOKING

Supervision

37. The Hirer must not engage in any activity which prevents them from exercising general supervision.
38. All functions for persons under 18 years must be stewarded by an adequate number of adults and with a minimum of 1 adult per 10 young persons and a minimum of three adults at all times.
39. All supervising adults must be aware of their essential roles with respect to fire and other emergencies.
40. The Hirer shall, during the period of hiring, be responsible for supervision of:
- 40.1. the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort;
 - 40.2. the behaviour of all persons using the premises whatever their capacity;
 - 40.3. car parking arrangements so as to avoid obstruction of the highway;

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Sale of Goods

41. If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

Loss of Property

42. CPC accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's property or effects.

Prohibitions

43. Smoking. The entire EPFP is a NON SMOKING venue.

44. Fireworks and Pyrotechnics: There is a total ban on the use of fireworks or any form of pyrotechnics in or around EPFP.

45. Animals: The Hirer shall ensure that no animals (including birds) are brought into any part of EPFP. The only exceptions will be guide dogs or a special event agreed by the APC.

46. Betting, Gambling and Lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

47. Sub-letting. The Hirer shall not sublet EPFP or any part thereof.

Nuisance

48. EPFP is a community facility primarily for the benefit of local residents. It is located in a residential area and any use of EPFP must be made with due consideration to nearby residents. Hirers and organisers of events in EPFP are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.

49. Live and recorded music may not be played outside except during official village events or specific prior arrangements and in any event, not past 8pm without prior agreement. (refer to point 5.)

50. All EPFP users should avoid all undue noise on arrival and departure.

51. The APC reserves the right to terminate a booking where the Hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities.

AT THE END OF YOUR BOOKING

At the end of the booking, the Hirer will be responsible for:

52. Leaving EPFP in a clean and tidy condition, including removing all food and drink from the building, disposal of refuse into the wheelie bins, or if the bins are full removed from the site.

53. Ensuring all internal doors are closed, external doors and windows are closed and locked and the building is left in a safe condition; and with particular regard to fire safety, ensuring that all electrical appliances and lights are turned off and all shutters lowered.

54. The intruder alarm system should be activated when EPFP is vacated.

55. Returning any keys issued at the end of the hire at a time agreed with the APC. For private parties a Key-holder will check and lock up EPFP at the end of your hire.

56. Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at twice the charged rate. In addition, a further call-out fee may be levied.