

# The Stilton Pavilion

Stilton Pavilion, Village Playing Field, High Street, Stilton PE7 3RA

## Hire Agreement and Standard Conditions of Hire for All Users

### Definitions

For the purpose of this agreement and the conditions of hire; terms are as follows:

- “Bookings” means the contract between the Hirer and the Hall as agreed and detailed on the Electronic or Paper Booking Form.
- “Hirer” shall mean an individual hirer or an organisation.
- “Function” means that the hire will be as described on the Electronic or Paper Booking Form.
- “Period” means the time or times reserved under these conditions and agreed as stated on the Electronic or Paper Booking Form.
- “Premises” means those parts of the building that have been hired as stated on the Electronic or Paper Booking Form in agreement with the hire.
- “Venue” means the building and grounds.

All hire agreements will not be valid until either a Electronic or Paper Booking Form has been either submitted or completed electronically (or a paper version is completed) and signed by the Hirer and the appropriate deposit paid. It must then be authorised by Stilton Parish Council.

If the Hirer is in any doubt as to the meaning of any of the above definitions, please call the Pavilion Administrator for clarification.

To request a document version of the Hire Agreement & Standard Conditions of Hire for All Users, please email [pavilion@stiltonparishcouncil.org](mailto:pavilion@stiltonparishcouncil.org).

### 1 - Hiring Agreement

In consideration of the Hire Fee detailed in the Pavilion Hire Charges, Stilton Parish Council agrees to permit the Hirer to use the Premises for the Function and the Period(s) described in the Electronic or Paper Booking Form. All details inserted in the Electronic or Paper Booking Form are part of this agreement.

This hiring agreement includes these standard conditions and any special agreements as set out in the schedule below.

### 2 - Charges

The Hire Charges are available on the Stilton Parish Council website at [www.stiltonparishcouncil.org](http://www.stiltonparishcouncil.org). Charges levied are those in force at the time of booking even if the booking is in a subsequent year.

Hirers are advised that in addition to the applicable hire rate, a deposit will be required at the time of booking. These charges will be detailed at <https://www.stiltonparishcouncil.org/stilton-pavilion/pavilion-hire-rates>. The deposit will be refunded after the period, or date, of hire provided that the venue, including the toilets and kitchen, are left in a reasonably clean and tidy condition and no damage has been caused to the building, its fixtures or fittings. Failure to comply will result in a cleaning charge being levied which will be deducted from

the deposit.

Where applicable, hire of the outdoor sports field comes in conjunction with the hire of the changing rooms, with appropriate charges set out in the Electronic Booking or Paper Booking Form. At the end of the hire period, or date, the deposit will be returned on the understanding that a reasonable attempt has been made to leave the changing rooms, toilets and corridor in a clean and tidy condition.

Hirers are advised that individual bookings are taken on the basis that payment will be made in advance. Regular bookings are taken on the understanding that these will be invoiced one month in arrears.

In the event that an invoice is not paid within 21 days of issue, Hirers should be aware that unless special arrangements have been made regarding payment, their reservation may be cancelled. This will be a last resort and every effort will be made to contact the Hirer to establish why payment has not been made before taking this action.

There is a minimum hire period of one hour Monday to Friday or two hours at weekends or on bank holidays.

Deposits for regular users will be paid by electronic bank transfer and will be held in a holding account. The deposit can be rolled over year by year.

Deposits for individual bookings should be paid by electronic transfer (preferred), by cheque or in cash. There is no VAT on Deposits however all hire charges are subject to VAT as detailed on the list of fees and charges.

### **3 - Set-Up Times**

Hirers should remember to allow time within their booking to set up for their event. Hirers are met and admitted to the building at the time they have booked and are expected to set up the chairs and tables etc themselves. Requests for earlier admission on the day of the booking will be at the discretion of the Pavilion Administrator or the Parish Clerk and will be subject to additional hire charges which will be deducted from the deposit.

### **4 - Finish Times**

Hirers should remember to allow time within their booking to return clean furniture to the racks within the storage area and, unless they have been charged a floor cleaning fee, are expected to leave the floor reasonably clean without any sticky patches or dirt/debris. All rubbish should be placed in the green commercial waste bin located in the bin store outside.

**As well as leaving the facility reasonably clean and tidy all rubbish and equipment must be removed from site by the end of the booking period. Hirers hosting a large event may wish to consider booking the evening before to set up (subject to availability) and/or the morning after to clear up after the event.**

### **5 - Alcohol**

The Pavilion currently has no liquor licence.

The purchase, serving and consumption of alcohol by persons under 18 are strictly prohibited. Alcohol can be consumed on the premises by persons over 18 as long as it is not sold to them and is privately consumed.

If a bar is required at an event, the hirer is responsible for arranging this and a copy of the license for the event must be provided to the Parish Office a minimum of one week before the event.

## **6 - Permitted Numbers**

The Hirer agrees not to exceed the maximum permitted number of people in the building. Currently our insurance allows up to 250 people. If tables and chairs are being set out, whilst it is possible to seat 250 people, hirers MUST ensure that all emergency exits are kept clear of any obstruction and are easily accessible despite any furniture or decorations.

## **7 - Miscellaneous Provisions**

None of the provisions of this agreement are intended to or will operate to confer any benefit pursuant to the contracts (Right of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

## **8 – Age Restrictions**

The Hirer confirms that he or she is over the age of 18 and hereby accepts responsibility for being in charge of and present on the Premises at all times during their hire period and for ensuring that all terms and conditions of this agreement are complied with. Where the Hirer is an organisation then the Hirer agrees to nominate a person to be present as required under this clause and to inform who this person is prior to the event.

## **9 - Supervision**

The Hirer shall, during the Period, be responsible for supervision and care of the Premises including all fixtures and fittings and contents and keep these items safe from damage however slight, and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the main access road.

It is recommended that Bookings have a minimum number of named two “Responsible Adults” (over 18) to supervise the event(s).

## **10 - Damage**

The Hirer must pay the cost of any damage to property whether it is willful or accidental damage, the deposit as specified under clause 2 does not negate any action that may need to be taken to recover costs or additional costs over the deposit amount, to repair any damage caused.

The wearing of studded boots is not allowed anywhere within the building.

## **11 - Use of Premises**

The Hirer shall not use the Premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon except as detailed in Clause 4.

At any time during the period of hire, a representative of the Parish Council shall if they believe that good order is not being maintained, call upon the hirer or nominated representative to restore order. If the Parish Council representative believes that good order cannot be restored they shall use all means, including the assistance of the Police, to terminate the activity and clear the premises. In the event of an early closure caused by the breakdown of good order no part of the hire fee or the deposit shall be refunded.

## **12 - Gaming, Betting and Lotteries**

The Hirer shall ensure and be responsible for compliance with the law relating to gaming, betting and lotteries in to the premises.

## **13 - Licensable Activities**

The Stilton Pavilion holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. The Hirer will ensure that any other licences required for the Hirer's Function shall be obtained prior to the start of the Function and that the Parish Council is provided with a copy of such licence

## **14 - Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, and the Hall's Fire Risk Assessment or otherwise. This is particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children.

It is the responsibility of the Hirer to ensure that any entertainment they book to attend a function has the appropriate insurance in place this includes the hire of **bouncy castles** for functions which are only permitted outdoors.

The Emergency Evacuation Procedure is posted on a notice board in the Pavilion entrance. When the Hirer submits the electronic booking form or signs a paper copy of the booking form, they confirm that they have read these.

## **15 - Health and Safety**

Before the start and at the end of an individual booking, the Hirer shall make the following checks:

1. Are all escape routes free of obstruction?
2. Do all exits lead to clear external areas?
3. Are all fire doors kept closed (and not wedged open)?
4. Are Fire Call Points visible and exit signs illuminated?
5. There are no obvious fire hazards on the premises

The kitchen presents a number of hazards for children and it is essential that Hirers ensure that children do not have access to the kitchen area.

There will be no smoking anywhere inside the building or within 3 metres of the building.

## **16 - Outbreaks of fire**

The Hirer agree to call the Fire Brigade to any outbreak of fire, however slight and to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to the Pavilion Administrator or a Member of the Parish Council (telephone contact numbers are available via the Stilton Parish Council website).

## **17 - Health and hygiene**

We would draw your attention that, if preparing, serving or selling food:

1. All relevant food health and hygiene legislation and regulations must be observed.
2. Where necessary the hirer must provide properly qualified personnel to prepare/serve on the Premises.
3. Food must be stored in compliance with the Food Temperature Regulations. (The Premises are provided with one refrigerator and a freezer).
4. If you are hiring a catering contractor, they should provide The Pavilion Administrator with evidence of a valid Food Hygiene Certification or Food Standards Agency Rating Certification.

## **18 - Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the Premises whether in use or not shall be safe, in good working order, and if used shall be a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing is undertaken.

## **19 - Insurance and Indemnity**

The Hirer shall be liable for:

- a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the Premises all claims, losses, damages and costs made against or incurred by the Venue, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and all claims, losses, damages and costs made against or incurred by the Venue, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and
- b) Subject to sub-clause (a), the Hirer shall indemnify and keep indemnified accordingly each member of the Venue's employees, volunteers, agents and invitees against such liabilities.
- c) The Venue confirms that it has insurance to insure the liabilities described in sub-clause (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clause (a) above.
- d) The Venue may in its sole discretion claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the Venue's employees, volunteers, agents and invitees against
  - i) any insurance excess incurred and
  - ii) the difference between the amount of the liability and the monies received under the insurance policy.
- e) Where the Venue does not insure the liabilities described in sub-clauses (a) and above, the Hirer agrees to take out adequate insurance to insure such liability and shall produce the policy and current receipt or other evidence of cover to the Parish Council a minimum of one week prior to commencement of the Function. In the event of non-production by the Hirer (or other suitable evidence of cover) the Booking shall be voidable at the insistence of the Parish Council (without return of any deposit paid). In such circumstances the Premises may be let to another hirer. The Venue is insured against any claims arising out of its own negligence.

## **20 - Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the Officer as soon as reasonably possible. Any failure of equipment belonging to the Venue or brought in by the Hirer must also be reported as soon as possible.

## **21 - Explosives and flammable substances**

The Hirer shall ensure that:

- i) Highly flammable substances are not brought into, or used, in any part of the premises and that no internal

decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent and approval of the Parish Council. No decorations are to be put up near light fittings or heaters.

- ii) The setting off of fireworks from the premises (including the playing field) is not permitted.
- iii) Smoke effect machines are not to be used as they set off the building's alarms.

## **22 - Heating and Food Preparation**

The Hirer shall ensure that no unauthorised heating or food preparation appliances be used on the Premises without the written prior consent of the Parish Council. Portable Liquefied Propane Gas (LPG) heating or cooking appliances shall not be used in the building or within 3metres of the building.

## **23 - Drunk and Disorderly Behaviour and Supply of Illegal Drugs on the Premises or in the Vicinity of the Premises**

The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary, deal with any) drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.

Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. The Hirer will take all reasonable steps to ensure that illegal drugs are not brought onto the Premises, nor consumed in the vicinity.

## **24 - Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, unless agreed in advance by the Parish Council. No animals whatsoever are to enter the kitchen at any time.

## **25 - Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

## **26 - Cancellation - Individual Bookings**

In the event that a hirer cancels a prepaid booking a refund of the hire fee will be as follows:

1. Cancellation 2 months or longer prior to booked date the fee paid will be refunded in full less £15 administration fee.
2. Cancellation between 1 month and 2 months 50% of the fee paid will be refunded, in the event that the original fee paid is less than £30 no refund will be made.
3. Cancellation less than 1 month no refund will be made.

Cancellation of this Booking will be given in writing to the Hirer in the event of:

- a) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-election
- b) Reasonably considering that:
  - i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - ii) Unlawful or unsuitable activities will take place at the premises as a result of the Function
- c) The Premises becoming unfit for the use intended by the Hirer
- d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire,

explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Venue shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **27 - Cancellation - Regular Bookings**

Regular bookings are taken on the basis that the hirer commits to booking the facility each week throughout the year and paying for the booking in arrears as the end of each month. In recognition of the hirer being permitted to cancel six hire dates in any one year the Parish Council reserves the right to cancel six sessions per year to allow large events or meetings to take place. A minimum of two weeks' notice will be given if the facility is required by the Parish Council.

There will be no charge for scheduled cancellation for holidays given with a minimum of two weeks' notice. Cancellations at less than two weeks' notice will incur a 50% fee.

Cancellation of this Booking will be given in written notice to the Hirer in the event of:

- a) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-election
- b) Reasonably considering that:
  - i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - ii) Unlawful or unsuitable activities will take place at the premises as a result of the Function
- c) The Premises becoming unfit for the use intended by the Hirer
- d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Venue shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **28 - Noise**

The Hirer shall take reasonable steps to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment comply with any other licensing condition for the Premises, in particular, ensuring all external doors are to be kept closed. Failure to comply and in the event of complaints of excessive noise levels could result in the insistence that noise levels are reduced to an acceptable level or that the Hall is closed, in the event this action is taken there will be no refund of the hall hire charges or the deposit.

## **29 - Stored equipment**

The Venue shall not be liable for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than previously agreed stored equipment) must be removed at the end of each hiring or a reasonable fee may be charged at the discretion of the Venue for each day or part of a day at the Hire Fee per hiring until the same is removed.

Discretion may be used to dispose of any such items (by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same) in any of the following circumstances:

- a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) Failure by the hirer to dispose of any property brought on to the Premises for the purposes of the hiring.

### **30 - No alterations**

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval from the Clerk of the Parish Council. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the Venue and will remain in the Premises at the end of the hiring and become the property of the building. The hirer agrees to make good to the satisfaction of the Parish Council any damage done by any fixture or its removal.

### **31 - No rights**

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

### **32: Enquiries and Complaints**

Any enquiries or complaints should initially be made to the Pavilion Administrator. However, if any complaints remain unresolved, they should be brought to the attention of the Parish Council by writing to the Parish Clerk.