

Occasional Hirer Terms & Conditions of Pavilion Hire

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 same venue.

1. Bookings

1.1 Bookings may be made via: Telephone – 01525 631920 E-mail – info@leightonlinslade-tc.gov.uk

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

1.3 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.

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.

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 park or grounds.

2.5 The hirer will be charged for any additional cleaning required and for any damages or breakages caused during their use.

2.6 All reports of defective equipment, including changing room facilities, must be reported to the member of staff on duty immediately upon discovery.

2.7 It is against the law to smoke in any Council premises, including park pavilions. The sale of alcohol on the premises is strictly forbidden.

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.
- The safety of persons within the pavilion

- The preservation of good order and decency in the pavilion
- Ensuring that all fire exit doors from the pavilion are left 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 The Council will not be held responsible or liable for the hygiene of any food prepared on or off of the premises.

2.12 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 and taking away from the site. This will include ensuring the toilets are clean and fit for purpose and sweeping up areas if necessary. This needs to be carried out during the duration of the booking made and not after.

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

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 Hirers must pay the hire fee due in full, at least fourteen (14) days in advance of the booking.

4. Cancellations

4.1 The hirer must give fourteen (14) 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 fourteen (14) days before the period of hiring, the hirer will be liable to pay the whole fee except in exceptional circumstances (to be agreed by the Council on a case by case basis).

4.3 The Council may, in rare circumstances, cancel the booking in connection with:

- essential safety or operational reasons
- parliamentary or local government elections

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

6. Fire Regulations

6.1 The hirer must comply with the Fire Action Notice as displayed in the building. Fire exits must not be blocked and fire doors must not be propped open. Hirers are responsible for the safety of all those present at the time of the hire.

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.

7.3 We allow decorations to be put up by White-Tak only and these must be removed at the end of the hire.

7.4 The Council permits the use of bubble machines and soft play equipment. Bouncy castles are only permitted if they are manned at all times and insured by the provider.

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 Council's 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.

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 all drivers to park their vehicles in a safe and legal manner, where they will not obstruct residents' driveways or access by emergency vehicles.

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

9.3 No car parking is permitted anywhere in the Park other than in the designated car park/s.

10. 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.

11. Complaints

11.1 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.

12. First Aid/Accidents

- 12.1 A First Aid Box is provided; please advise the Council if this is used during your hire.
- 12.2 Please complete the Accident Book and notify the Council if an accident occurs during your hire.

I have read and agreed to the Terms & Conditions of Pavilion hire

Signed:

Print:

Date: