

### **Regular Hirer Terms & Conditions of Pavilion Hire**

**Regular Hirer:** a regular hirer is defined as any society, association, club, community group, organisation, or individual who makes regular bookings at the same venue.

#### **1. Bookings**

1.1 Bookings may be made via: Telephone – 01525 631920 E-mail – [info@leightonlinslade-tc.gov.uk](mailto: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 Council as soon as practicable upon discovery.

2.7 It is against the law to smoke in any Council premises, including park pavilions.

2.8 The sale of alcohol on the premises is strictly forbidden.

2.9 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.

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

2.11 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.

2.12 The Council will not be held responsible or liable for the hygiene of any food prepared on or off of the premises.

2.13 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.

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

3.4 All fees and charges shall be payable within ten (10) 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 not to honour or to accept any further bookings until payment has been received.

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

3.6 No payment is to be passed to the grounds staff on duty.

### **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 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 or credit the fee in full. Where possible, the Council will attempt to find suitable alternative accommodation.

## **5. Indemnity and Insurance**

5.1 All regular hirers shall obtain a policy of insurance against third party risks / public liability. A copy of the policy must accompany the application form or be received by the Council not less than 28 days prior to the date of the first hire session, except in circumstances approved by the Council. The hirer shall provide a copy of the policy if insurance cover is renewed after the initial booking is confirmed.

5.2 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 park grounds or any part thereof by an organisation or member of an organisation.

5.3 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.

5.4 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.

5.5 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 Leighton-Linslade Town Council may have against the hirer.

## **6. Fire Regulations**

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

## **7. Equipment & Decoration**

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

7.2 Any equipment stored in the building must be by agreement with the Council and contained in the storage room dedicated for such purpose. 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 end of each booked session.

7.4 We allow decorations to be put up with White-Tak only. These must be removed at the end of each hire.

7.5 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.

7.6 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.

7.7 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.

7.8 Flyposting is not permitted, and may result in enforcement action at the Council's discretion.

7.9 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.

7.10 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.

7.11 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.

## **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 Ideally, all vehicles should be parked in the designated car park/s on site. All drivers should park their vehicles in a safe and legal manner, where they will not obstruct residents' driveways or access by emergency vehicles.

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

## **10. Equal Opportunities**

The club/hirer will act to promote equality of opportunity and to promote good relations between different groups.

## **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**

12.1 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.

**13. First Aid & Accidents**

13.1 A First Aid box is provided; please advise the Council if this is used during your hire.

13.2 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: .....