

# GREAT WALTHAM PARISH COUNCIL

## Policy for Hiring the Pavilion, Great Waltham Recreation Ground, Great Waltham, CM3 1DF

### 1. Introduction

- 1.1. Great Waltham Parish Council ("Council") makes available for hire to its parishioners and others the Pavilion at the Great Waltham Recreation Ground ("Pavilion") for the use of meetings, lectures and classes and for other forms of recreation and leisure activities.
- 1.2. Hiring of the Pavilion is subject to conditions of hiring set by the Council (see current Terms and Conditions for Hiring document). A copy of this document will be provided to each hirer upon confirmation of each booking, together with a copy of a Guidance for Hirers document.

### 2. General

- 2.1. The Council looks to ensure that users of the Pavilion take all reasonable steps to avoid any activity to take place which may cause loss or damage to the building or its facilities, result in death or injury, brings the Council into disrepute or annoys or offends local residents. On that basis, the Council reserves the right to decline any hiring request which it believes would not be in the interests of the parish, the Council or local residents.
- 2.2. No potential hirer will receive less favourable treatment on the grounds of age, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race (including colour, nationality, ethnic or national origin), religion or belief, sex or sexual orientation.
- 2.3. In relation to its meetings or activities the Council reserves for itself (and for its committees or working groups) first refusal for any hiring period.
- 2.4. Great Waltham parishioners wishing to use the Pavilion for non-commercial purposes will have precedence over outside groups or commercial hirers.
- 2.5. All hirers must be 18 years of age or over. Where an organisation or group requests a hiring, at least one person must be named as a 'responsible person'; that is, individual(s) nominated by the hirer who will be in attendance at the hiring event to ensure that the terms and conditions of the hiring agreement are followed at all times.
- 2.6. No request for hire can displace an existing booking without the agreement of the hirer affected, except in the case of an emergency occurrence or as a polling station for use at local government or national elections.

### 3. The Pavilion Premises

- 3.1. The Pavilion is available for hire for any lawful educational, recreational or leisure purpose. The premises will not be offered for hire as being suitable for any specific purpose.
- 3.2. The Pavilion is available for hire to commercial, profit-making organisations.
- 3.3. All hirers will be provided with a copy of a Guidance for Hirers document which articulates for hirers their responsibilities during the hiring event in relation to, *inter alia*, permitted uses, fire safety, emergency procedures, health and safety and insurance considerations.

- 3.4. The Council will periodically reassess all documents associated with the Pavilion as part of its overall policy documents review schedule.
- 3.5. The Council will make appropriate arrangements for caretaking responsibilities at the Pavilion. When it employs someone for this role it will ensure they have the necessary skills and experience.

#### **4. Hiring and Fees**

- 4.1. The Council reserves the right to refuse any request for hire.
- 4.2. At the Council's discretion, the Pavilion will be made available for hire each day between 0900 and 2200 hours, apart from bank holidays. The Council retains the right to extend the period of hire outside of these hours on a case-by-case basis, taking account any representations from hirers and local residents.
- 4.3. The Pavilion may not be sub-hired by a hirer.
- 4.4. The Council will not agree a hire if the Pavilion is to be used:
  - 4.4.1. For a political rally or demonstration;
  - 4.4.2. For purposes which are illegal; that is, anything forbidden by law or unauthorised by any other official or accepted rules;
  - 4.4.3. For events attended by people whose presence may cause civil unrest or division within the community;
  - 4.4.4. By an organisation or individual which has been banned by law;
  - 4.4.5. For a purpose which may invalidate the Council's insurance policies;
  - 4.4.6. For a purpose which will involve the users of the premises doing something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council or Great Waltham parish.
- 4.5. The hirer must nominate a responsible person(s) aged 18 years of age or over to be in attendance at the hiring event to ensure that the terms and conditions of hiring are followed at all times.
- 4.6. Any responsibility to secure performing licences or any other permits, consents, licences, permissions, certificates, authorisations or approvals for the lawful use of the Pavilion during the period of hire will rest solely with the hirer.
- 4.7. Unless otherwise agreed by the Council, the bookings and the booking mechanism will be managed by the Parish Clerk.
- 4.8. All hirers must fully complete a Pavilion Hiring Booking Form for a potential hire to be formally considered. This does not preclude the Council giving initial guidance on acceptability and the hiring procedure to a prospective hirer before the formal process is initiated. In particular, the Council will always draw a prospective hirer's attention to the requirements in the Terms and Conditions of Hiring.

- 4.9. The Council will always issue a Pavilion Booking Invoice to each hirer. Typically, this will be issued at the same time as the Terms and Conditions for Hiring and Guidance for Hirers documents (see 1.2 above).
- 4.10. Block bookings from known individuals or non-commercial local user groups or charities will normally be invoiced on a quarterly basis. Other regular hirers will be invoiced monthly. All other hirers will be invoiced at the time of booking.
- 4.11. The Council's current hiring fees are in the latest version of its Pavilion Hiring Fees document. The fee structure will be reviewed at least annually by the Council's Finance and General Purposes Committee (with any recommended changes needing to be agreed at a full Council meeting).
- 4.12. Other than in exceptional circumstances hiring fees must be paid by the Council's chosen method(s) of payment.
- 4.13. In relation to the payment of hiring fees the Council does not offer or provide credit or loan facilities.
- 4.14. Hirers who are individual parishioners or local non-profit making or charitable community groups will be given precedence in terms of access to the Pavilion and will have the benefit of preferential hiring rates.
- 4.15. The Council may, at its discretion, offer further discounts over and above any already available, as shown in its latest Pavilion Hiring Fees document.
- 4.16. The Council may, at its discretion, request the payment of a deposit amount to cover any costs it incurs in the event of a cancelled booking or damage sustained during the hiring event. The deposit will be refunded in full after the hiring event if no such costs are sustained.
- 4.17. The Council retains the right to waive a hiring fee, but this must be with the authorisation of its Chair, Vice Chair or Chair of its Recreation Committee.
- 4.18. Unless agreed otherwise in writing, the Council will not permit the storage of equipment, goods or other materials in the Pavilion after the period of hiring.
- 4.19. The Council does not permit animals, other than Assistance Dogs, in the Pavilion.
- 4.20. The Council will maintain loss/damage and accident/injury logs in relation to reported incidents at the Pavilion. Such logs will cover both hire and non-hire periods.
- 4.21. For record keeping, monitoring, analytical, service improvement and auditing purposes, the Council will maintain a log/spreadsheet of data supplied to it by hirers or prospective hirers or enquirers. This will be done in accordance with the Council's data privacy policy.
- 4.22. To ensure that all costs and income relating to the Pavilion can be quickly and easily identified and analysed, the Council will maintain a monitoring mechanism under the management of its Finance and General Purposes Committee.

## **5. Cancellations**

- 5.1. The Council reserves the right to cancel any hiring for any reason by giving written notice to the hirer. In practice, the Council envisages reasons for cancellation will typically include, but not necessarily be restricted to:

5.1.1. The Pavilion being required for use as a polling station for a parliamentary or local government election or by-election;

5.1.2. The Council becoming aware of information which leads it to reasonably consider the hiring is one which fails to meet the acceptance criteria shown in 4.4 above.

5.2. In the event of the Council cancelling a hiring, the hirer will be entitled to a full refund of any monies paid, but the Council will not be liable to the hirer for any consequential direct or indirect loss or damage.

5.3. In the event of a hirer cancelling a hiring, the Council will decide the appropriate course of action in terms of pursuing payment of the hiring fee (in whole or part), as permitted by the Terms and Conditions for Hiring.

## **6. Documentation**

6.1. The Council will maintain a suite of documents (to be reviewed periodically to ensure they remain fit for purpose). This will include, but not necessarily be limited to, these documents:

- Guide for Prospective Hirers;
- Policy for Hiring document (this document);
- Hire Booking Form;
- Booking Invoice;
- Pavilion Hiring Fees;
- Terms and Conditions for Hiring;
- Guidance/Checklist for Users/Responsible Persons.

6.2. The Council will look to publish all relevant documentation for hirers on the parish website. It will also monitor and analyse hirers' and prospective hirers' feedback and make any agreed refinements to improve its documents, processes and procedures.