

GREAT WALTHAM PARISH COUNCIL

Terms and Conditions for Hiring the Pavilion, Great Waltham Recreation Ground, Great Waltham, CM3 1DF

This Agreement is made between the Hirer and the Council (as defined below), based upon information provided by the Hirer to the Council on a completed Pavilion Hire Booking Form and any subsequent information requests made by the Council. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions

- 1.1. "Council". Great Waltham Parish Council.
- 1.2. "Pavilion". The venue being hired. It is the premises known as the Pavilion, Great Waltham Recreation Ground, South Street, Great Waltham, Chelmsford, Essex, CM3 1DF.
- 1.3. "Hirer". The person(s) aged 18 years of age or over or organisation hiring the Pavilion as disclosed on the Pavilion Hire Booking Form.
- 1.4. "Pavilion Hire Booking Form". The document issued by the Council requesting details of the hiring arrangements, including information about the Hirer (and, if different, Responsible Person(s)), the period of hire required and the use during the period of hire.
- 1.5. "Responsible Person". The individual(s) aged 18 years of age or over nominated by the Hirer who will be in attendance at the hiring event and who throughout the hiring period will ensure that the terms and conditions of this Agreement are followed at all times.

2. Maximum capacity

- 2.1. The Pavilion has a maximum capacity of 30 persons.
- 2.2. The Hirer will not exceed the maximum capacity for the Pavilion.
- 2.3. The Hirer/Responsible Person will ensure that no person under 16 years of age is permitted to enter the Pavilion's kitchen area.

3. Use of Premises

- 3.1. The Hirer will only use the Pavilion for the purpose agreed, as stated on the Pavilion Hire Booking Form.
- 3.2. The Pavilion is not offered for hire as being suitable for any specific purpose.
- 3.3. The Hirer/Responsible Person must follow any guidance given by the Council in relation to unlocking and securely locking the Pavilion and the use of its facilities.

- 3.4. The Hirer is not permitted to sub-hire the Pavilion or to use or allow the Pavilion to be used for:
- 3.4.1. Any political rallies or demonstrations.
 - 3.4.2. For purposes which are illegal; that is, anything forbidden by law or unauthorised by any other official or accepted rules.
 - 3.4.3. For functions attended by people whose presence may cause civil unrest or division within the community.
 - 3.4.4. By an organisation or individual which has been banned by law.
- 3.5. The Hirer is not permitted to do anything or bring into the Pavilion anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.6. The Council reserves the right to exclude or eject from the Pavilion any person, and to refuse any prospective booking or cancel any booking where it considers:
- 3.6.1. That such events may be contrary to the interest of the general public or contrary to any law or Act of Parliament. Any bookings may also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a booking.
 - 3.6.2. The users of the premises may do 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.
- 3.7. The Hirer/Responsible Person must ensure that no equipment, goods or other materials are left at the Pavilion after the period of hiring, unless agreed otherwise in writing with the Council.
- 3.8. Animals, other than Assistance Dogs, are not permitted in the Pavilion.

4. Licences

- 4.1. The Hirer is responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer must indemnify the Council against the consequences of the Hirer's failure to do so.
- 4.2. The Hirer will ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which will be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

- 5.1. The Hirer/Responsible Person will comply with all health and safety requests, instructions and guidances made or provided by the Council.
- 5.2. The Responsible Person will be responsible for the health and safety aspects of the use of the Pavilion during the period of hire. If the Council requests, the Hirer must carry out a risk assessment for the intended use during the period of hiring and a copy of the risk assessment must be supplied to the Council at least 28 days before the first date of the period of hire.
- 5.3. The Hirer/Responsible Person must ensure they are familiar with the:
 - 5.3.1. Fire evacuation procedures, routes and assembly point
 - 5.3.2. Location of first aid kit.
- 5.4. The Responsible Person must report any accidents or incidents of death or injury to the Council as soon as possible after they occur.
- 5.5. The Responsible Person must:
 - 5.5.1. Ensure clear and unobstructed access is maintained to the Pavilion exit.
 - 5.5.2. Familiarise visitors with fire evacuation routes and the fire assembly point.

6. Electrical Appliance Safety

- 6.1. The Hirer/Responsible Person will ensure that any electrical appliances brought into the Pavilion and used there by the Hirer or other person are safe and serviceable for the purposes for which they are intended.

7. Alterations

- 7.1. The Hirer/Responsible Person is not permitted to make any alterations to the Pavilion without the Council's prior written consent.

8. Food and Drink

- 8.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Council at least 28 days before the first date of the period of hire.
- 8.2. The Hirer/Responsible Person must if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 8.3. If the Hirer wishes to use caterers at the Pavilion during the period of hire, the Hirer/Responsible Person must ensure that the caterers comply with all health and hygiene legislations and regulations.

9. General regulations

- 9.1. The Hirer/Responsible Person must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Council) are displayed or offered for sale at the Pavilion.
- 9.2. Any items deemed to be of an offensive or inappropriate nature by the Council must be removed from display or sale immediately on the request of the Council.
- 9.3. Smoking and/or vaping is not permitted in the Pavilion. The Hirer/Responsible Person must ensure there is no smoking and/or vaping at the Pavilion.

10. Nuisance

- 10.1. The Hirer/Responsible Person must not do or allow anyone attending their hiring to do anything at the Pavilion which is or may become a nuisance to the Council or other hirers or to the occupiers of adjoining or neighbouring premises.
- 10.2. The Hirer/Responsible Person is responsible for requiring any person causing such a nuisance to leave the Pavilion and the Recreation Ground.

11. Children

- 11.1. The Hirer/Responsible Person must ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by a school for the attendance of children, they have appropriate child protection policies and procedures in place.
- 11.2. The Hirer/Responsible Person must ensure that any activities for children comply with the provisions of all current legislation and that only fit and proper persons have access to the children in their care.

12. Charges, Confirmation and Cancellation

- 12.1. Hiring fees for the Pavilion are contained in the Council's current Hiring Fees document.
- 12.2. The booking will be confirmed on acceptance of the hiring request by the Council in writing. The Council will issue an invoice accordingly.
- 12.3. Unless otherwise agreed by the Council in writing, all occasional Hirers are required to secure their booking by payment in full, to be paid no later than 14 days before the date of the hiring event.
- 12.4. In addition to the hiring fee, the Council may request the payment of a refundable deposit to cover any costs it incurs in the event of a cancelled booking or loss or damage sustained during the hiring event. The deposit will be refunded in full after the hiring event if no such costs are sustained.

12.5. The Council reserves the right to cancel any booking by written notice for any reason. Where a booking is cancelled by the Council, the Council will incur no liability to the Hirer for any consequential direct or indirect loss or damage whatsoever.

12.6. Where the booking is cancelled by the Hirer less than 14 days before the first day of the event the hiring fee must be paid in full, or, at the discretion of the Council, at an amount less than the hiring fee. Any deposit paid may be refunded in whole or part, depending on whether the Council has incurred any costs due to the cancellation.

13. End of Hire

13.1. The Hirer/Responsible Person must ensure that the Pavilion is vacated at the end of the period of hire

13.2. The Hirer/Responsible Person must ensure the Pavilion and surrounding area is in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Pavilion and Recreation Ground at the end of the period of hire.

13.3. Where the hire includes use of the kitchen the Hirer/Responsible Person must ensure all crockery, utensils, the cooker and fridge, and the food preparation area in general are left in a clean and empty condition. A charge of £25 will be payable by the Hirer where crockery, utensils, the cooker and fridge, and the food preparation area have not been left in a clean condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

14. Payment and Amount Due

14.1. The Hirer must make payment of the hiring fee within 14 days of the date of the booking invoice.

14.2. The details of the hiring fee are set out on the Pavilion Booking Invoice issued by the Council. The Council updates its hiring fees from time to time. The Council will give 10 days' notice of any increase in the hiring fee, although the Council will guarantee the quoted fee for any hiring period already agreed.

14.3. Any concerns regarding pricing should be addressed within 30 days of the issue of the Pavilion Booking Invoice.

15. Insurance

15.1. During the period of the hire, the Hirer/Responsible Person will be responsible for all damages, losses, claims and costs arising out of their use of the Pavilion and will indemnify the Council from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Council or their respective servants or agents.

15.2.If the Hirer is using the Pavilion for non-commercial purposes that person or organisation will be covered by the Council's public liability (PL) insurance policy up to a limit of £2,500,000. However, where the hire will include commercial activities the Council's policy provides no cover and the Hirer must have their own PL insurance in the sum of not less than £5,000,000 in place for the use of the Pavilion during the period of the hire, and a copy of the Hirer's PL insurance certificate (or other valid confirmatory document) must be provided to the Council not less than 14 days before the first date of the period of hire

16. Data Protection

16.1. Personal data supplied on the Pavilion Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Council.

17. Care of Premises and Equipment

17.1. The Hirer/Responsible Person will ensure no damage is caused or permitted to be caused to the Pavilion or any equipment or fittings during the period of hire.

17.2. The Hirer will be responsible for any damage caused or permitted to be caused to the Pavilion or any equipment or fittings during the period of hire.

18. Loss or damage

18.1. The Council will not be liable for any death injury loss or damage however so caused to the Hirer, Responsible Person, persons using the Pavilion and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

19. Advertising

19.1. Advertising at the Pavilion is not permitted without the written consent of the Council.

19.2. Any artwork or other advertising for the event must be approved by the Council.

19.3. A charge of £100 may apply where the Hirer fails to comply with clauses 19.1 and 19.2.

20. General Terms

20.1. The Council may from time to time amend or add to the Terms and Conditions of Hire in writing.

20.2. The Hirer/Responsible Person must ensure that their event/hire complies with all relevant legislation and regulations.

20.3. The Hirer/Responsible Person must engage with the Council in relation to health and safety matters when requested.

20.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

20.5. No term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

20.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts will have exclusive jurisdiction with respect to any dispute arising under this Agreement.