

# Caldecote Sports Pitches and Social Pavilion

## STANDARD CONDITIONS OF HIRE

To be attached to the duplicate Hiring Agreement and to be kept by the HIRER

1. For the purposes of these conditions the term HIRER shall mean an individual hirer or where the hirer is an organisation, the authorised representative. (If the Hirer is in any doubt as to the meaning of the following, the Parish Clerk of Caldecote Parish Council should immediately be consulted).
2. The HIRER must be 18yrs or over and must be present during the period for which the Pavilion has been hired.
3. The Parish Council reserves the right to refuse a booking without giving a reason.
4. The HIRER shall, during the period of Hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety 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 highway and emergency access/egress and to ensure the safety of pedestrians.
5. The Hirer agrees not to exceed the maximum permitted number in the function room of 31 persons
6. **INSURANCE:** The HIRER shall indemnify the Parish Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of hiring as a result of the hiring. Clubs, Societies, and Commercial hirers must have their own Public Liability Insurance.
7. 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
  - a. **LICENCING REGULATIONS:** the building does not have a Premises Licence. This limits activities which may be held unless a Temporary Events Notice (TEN) is applied for after permission has been given by the Parish Council (see Hiring agreement explanation). Please consult with the Parish Clerk about this. Note:- music played, which is incidental to an event e.g. as part of a playgroup activity and music played at a private event e.g. a wedding reception or party where no entry charge is made are exempt from needing a TEN. The TEN must be shown to the Parish Clerk before the event or the event will be void.
  - b. **LIQUOR LICENCE:** Having received permission to go ahead from the Parish Clerk, The HIRER shall be responsible for obtaining from South Cambs. District Council a Licence (Temporary Events Notice 'TEN') as may be needed for the sale or supply of intoxicating liquor. This must be shown to the Parish Clerk before the event or the event will be void.
8. **GAMING, BETTING AND LOTTERIES;** the HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and Lotteries.
9. **NO SMOKING and UNDERAGE DRINKING:** The HIRER is deemed the responsible person on site and as such must ensure that the law concerning smoking and drinking is adhered to in full. The Hirer shall ensure that anyone wishing to smoke does so outside and away from the Building.
10. **HEALTH AND SAFETY:**
  - a. The HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
  - b. The HIRER shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order and have a valid PAT testing label and used in a safe manner. A fridge is provided but temperature checking devices are not.
  - c. There is **STRICTLY NO ACCESS TO MEZZANINE FLOOR OR ROOF BY ANY HIRER OR MEMBER OF THE PUBLIC.** This includes the Hirer and any representative thereof and the attendees of the event the Pavilion is being hired for.
  - d. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Pavilion's Fire Risk Assessment particularly in connection with any event which constitutes regulated entertainment at which Alcohol is sold or provided or which is attended by children

- e. The HIRER should be aware of the information supplied in the Fire Risk Assessment regarding Fire Exits, Fire extinguishers, and Fire assembly point. The Fire Brigade must be called to all outbreaks of fire, however slight, and details thereof shall be given to the Parish Clerk.
  - f. The use of Chinese lanterns is prohibited.
11. **HIRE FEE:** to be paid in full at least 7 days in advance by BACS (deposit may also be paid by cheque, not cash).
12. **HIRERS WITH BLOCK BOOKINGS** may come to different arrangement by agreement with the Parish Council.
13. **CANCELLATION:**
- a. If the HIRER wishes to cancel the booking before the date of the event and a replacement booking is not obtained by the Parish Clerk, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Council.
  - b. The Parish Council reserves the right to cancel any hiring in the event of the Sport and Social Pavilion being required for use as a Polling Station or as an emergency shelter for victims of flooding, snowstorm, fire or other disaster. In which case the HIRER shall only be entitled to a refund of any fee paid.
  - c. **HIRERS WITH BLOCK BOOKINGS** for regular sessions accept that the Parish Council has the right to cancel an individual day's hiring without having to give cause providing a calendar month's notice is given
  - d. In the event of the Sports and Social Pavilion or any part thereof being rendered unfit for the use for which it has been hired the Parish Council shall not be liable to the HIRER for any resulting loss or damage whatsoever.
14. **CHILDREN:** The HIRER shall ensure that any organised activities for Children comply with the Children Act of 1989 and any subsequent amendments and additions thereto and that only fit & proper persons who have passed appropriate DBS checks have access to the children. The HIRER shall provide the Parish Council with a copy of their DBS check and Child protection policy on request. A private children's party is exempt. Children shall not be allowed to use the Kitchen without adult supervision.
15. **BOUNCY CASTLES:** The HIRER shall provide their own insurance for Bouncy Castles, which should be used outside only. Please inform the Parish Clerk prior to the event if a Bouncy Castle is to be used.
16. **NOISE:** The HIRER is responsible for ensuring that the noise level of their function(s) is such that it does not cause inconvenience to occupiers of nearby premises and if asked to do so they will reduce the noise level to a suitable level.
17. **DOGS:** The HIRER shall ensure that no dogs except guide and assistance dogs are brought into the Pavilion.
18. **EMERGENCY EXITS AND LIGHTING:** The HIRER shall ensure that the emergency exits (main entrance Patio Doors) are unlocked, free of obstruction and immediately available for instant free public exit. The emergency lighting supply illuminating all exit signs and routes, turns on automatically. If lighting does not come on inform the Parish Clerk/Keyholder.
19. **ACCIDENTS AND DANGEROUS OCCURANCES:** The HIRER must report all accidents or dangerous occurrences in the Pavilion to the Parish Clerk as soon as possible and complete a report in the relevant section of the Pavilion's accident book. Any failure of equipment belonging to the Pavilion or brought in by the HIRER must also be reported as soon as possible. Any completed form should be returned with the key to the member of the Parish Council.
20. **AT THE END OF THE HIRE PERIOD FOLLOW THE CHECKLIST ON THE WALL OF THE PAVILLION AND IN PARTICULAR:**
- a. The HIRER shall ensure that all lighting and electrical appliances (except fridge) are turned off after use. The dishwasher must be emptied and clean items placed in the appropriate cupboard.
  - b. The HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition and return furniture and equipment to their original position, otherwise the Parish Council shall be at liberty to make an additional charge which will be taken from the deposit.
  - c. The HIRER shall ensure that the Pavilion is securely locked after use (including fire exits and the external Toilet) and the keys returned to the Parish Clerk personally or as the Parish Clerk may specifically direct.