



THE PAVILION, BOW BRICKHILL

CONDITIONS OF HIRE

1. The maximum capacity of the premises is 100 persons (seated capacity in the Main Hall is 100). These figures include any suppliers you may have on site at the same time. It is not permissible to exceed those figures.
2. Hire of the Pavilion incorporates use of the Main Hall only, including use of the Veranda. Please note, the Playing Fields are hired out separately. Should hire of the Fields and Hall overlap, please ensure that all members of your party only use the facilities as hired.
3. The Play Area and Playground Equipment located in the Pavilion grounds are not included within any hire and are for general public use.
4. It is understood that residents are permitted to hire the Pavilion for teenage birthday party celebrations. Non-residents are not permitted to hire for any teenage parties, 13-21 years inclusive.
5. Unless otherwise agreed in writing, access is allowed only to the facility that is booked.
6. All Hirers are responsible for adhering to the operating schedules. Please refer to the Fire Risk & General Risk Assessment documents.
7. The Hirer must report all accidents involving injury to members of the public to the Parish Clerk as soon as possible and complete the relevant section in the Accident Book (which is located in the kitchen next to the First Aid Box). Any damage to Parish Council property or failure of equipment belonging to the Parish Council must be reported to the Parish Clerk as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
8. The Hirer shall ensure compliance with all relevant legislation, orders and regulations and in particular those relating to music, singing and dancing, and the supply and sale of liquor. All liquor licences must be displayed at all times during the event. Failure to do so will result in the event being cancelled.
9. All music and/or dancing will cease by 11.30pm in order to comply with the Indoor Entertainment Licence. Extension of this time will only be permitted at the discretion of Bow Brickhill Parish Council ('the Owner') at the time of booking.
10. The earliest available hire on a weekday is 6.30pm.
11. All equipment hired can only be used within the facility and must not be removed. Equipment must be used responsibly. Hirers must leave the premises clean and tidy.
12. To minimise disturbance to residents, all windows facing the road must remain closed throughout the event.

13. Your booking must be confirmed at least 10 days before the event by an email or telephone call to the Pavilion Manager, in case your payment & booking form are delayed in the post.
14. A deposit of £100 for events up to 8pm and £150.00 for events after 8pm is payable for all events. The Hirer is liable for costs of any additional cleaning, should this be necessary, together with any damage or breakage, which may occur during the hire period, both inside the building and in the grounds. In this instance, a minimum charge of at least £25.00 will be deducted from the deposit. In the event of a cancellation less than 24 hours before the event, a cancellation fee will be payable. On arrival prior to your event you should check that the Pavilion is in a fit state for hire; if you have any concerns, please ring the Caretaker **immediately** (tel.01908370323), leaving an answer-phone message if necessary.
IF PROBLEMS ARE NOT DISCOVERED UNTIL AFTER YOUR EVENT YOU MAY LOSE SOME OF YOUR DEPOSIT
15. The Hirer shall not use the facility for any purpose other than the purpose stated in the use on the booking form and approved in advance by the Owner.
16. The Hirer shall not sublet or assign the benefit of any permission granted by the Owner to use the Pavilion facility, without prior written approval of the Owner.
17. The Hirer acknowledges the right of the Owner and its duly authorised personnel to enter upon the facility at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the Conditions herein contained.
18. The Hirer shall not cause or permit any part of the hired facility to be used for, any unlawful or illegal activity. If it appears to the Owner likely that such activity will take place during the proposed hiring, the Owner shall have the power to cancel the hire immediately and any payment of fees and charges will be forfeited.
19. The Hirer must adhere to the times of hire as stated on the Booking Form and must ensure that the facilities are vacated on or before the end of the hire session. Should the time be exceeded, the Owner reserves the right to levy a surcharge not exceeding the Hire Charge for the activity previously booked (other than as noted in Clause 20 below). Please note that should the hire period finish after 9pm the barrier to the Car Park will be locked at the end of the hire session. Any cars not removed before this will be available for collection the following day from 8am.
20. Where a booking is paid for until midnight all music/dancing must cease by 11.30pm and the premises and Car Park must be vacated by midnight in order to allow the staff member attending to secure the facilities. Should the member of staff be delayed past midnight, the Hirer will be responsible for additional costs which are to be taken from the deposit held. The fee charged will be double the hire rate paid per hour
21. No articles of an inflammable, explosive, dangerous, noxious or offensive nature may be bought into the facility without the written authorisation of the Owner. This includes the use of BBQs on the premises.
22. In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the Hirer agrees that the Owner shall not be liable for any loss or claims arising from such closure.
23. No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent, in writing, from the Owner.
24. The Hirer shall be responsible for the control of all motor vehicles belonging to the Hirer or any other user of the facility under hire by the Hirer, within the grounds of the facility. Vehicles must be parked only in designated parking areas. Under no circumstances will

- the Owner accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.
25. The Hirer must comply at all times with the bylaws, regulations and statutory requirements relating to the facilities hired or the intended use of the facilities.
 26. Notwithstanding any contractual arrangement with the Hirer, the Owner reserves the right of absolute discretion to refuse, or direct the Hirer to refuse, admission of, or to evict any person from the facility without stating any reason therefore and shall not be liable for any compensation to the Hirer arising from such exclusion.
 27. The public must not be prevented from having free access to the grounds of the facility without the written consent of the Owner.
 28. PAT testing is carried out at pre-determined intervals and annotated on the PAT label, for the portable appliances owned and provided by Bow Brickhill Parish Council and supplied for use at the Pavilion. The caretaker will periodically inspect such appliances. It is the responsibility of the Hirer, if they are to use these appliances, to use them responsibly. In the event an appliance is not working correctly or appears unsafe in any way, then it must be withdrawn from service immediately and brought to the attention of the Pavilion Manager.
 29. Any portable appliance brought onto the premises by the hirer must be maintained at all times to ensure safety and must carry an 'in date' PAT test label.
 30. Any consents or approval by the Owner under these Conditions shall be given in writing by the Owner.
 31. The Owner reserves the right to modify any of these Conditions, or to impose Special Conditions where the nature of an application, in the opinion of the owner, so demands.
 32. Please note that fireworks are not permitted for use anywhere on Pavilion grounds.
 33. Please note that the use of Bouncy Castles **IS NOT** covered under the Hirer's Liability section of the Parish Council's Insurance. The use of Bouncy Castles at the premises **MUST** be referred to the Parish Council for prior approval. If use is permitted, the Hirer **MUST** ensure that the supplier of the Bouncy Castle confirms that insurance for all liabilities associated with this use is covered under their insurance.
 34. When the Hirer is a company, organisation or group hiring the facilities, please note that the Hirer is to be responsible for arranging suitable insurance cover for all risks arising from the hire and to provide evidence of the insurance to the owners on written request. The Hirer shall therefore, in the event of any incident, indemnify the Owner from and against any action, claims, costs, demands and proceedings, howsoever arising out of, or in connection with, or incidental to the use of the Pavilion facility during the period of hiring, including any breach of any condition of hiring contained herein and including the injury of any person, or loss of, or damage to any property within the facility (except that arising from negligence as defined in Section 1(i) of the Unfair Contract Terms Act 1977). In addition, the Hirer shall obtain a policy of insurance against third party risks/public liability to the value of £2 million.

Hirers are asked to please:

- a) Wipe all tables used and replace where found
- b) Return all chairs to the chair storage cupboard
- c) Sweep floor, wipe up and mop wet or sticky areas
- d) Bag all rubbish and put in bins provided in Car Park area. **Please do not put rubbish into the Council litter bin on the field as this is emptied infrequently and can lead to problems in hot weather.**
- e) Remove bottles and larger items such as boxes into the bin
- f) Wash up any crockery used and replace under counter. All cleaning and tidying up must be carried out during the hire period. Failure to do will result in the forfeit of the refundable deposit in whole or part. This refund is at the discretion of the Owner
- g) Leave Playing Fields and surrounding areas clear and free of litter, especially glass. Failure to do so will result in the forfeit of the refundable deposit in whole or part. This refund is at the discretion of the Owner
- h) The use of adhesive tape and drawing pins is prohibited anywhere in the building in order to avoid damage to the walls/paintwork. Failure to comply with this request will result in the forfeit of the refundable deposit in whole or part for any damage caused. This refund is at the discretion of the Owner.
- i) Fire exits must be kept clear at all times. Doors to main entrance must be kept in unlocked position during hire period
- j) Hirers must not cause annoyance or nuisance to local residents by the playing of loud music
- k) No alterations or additions shall be made to the premises without the written consent of the Owner and any such work shall be at the hirer's cost and to the satisfaction of the Owner
- l) No advertising or publicity material shall be displayed inside or outside of the building without prior approval of the Owner
- m) No sweepstake, raffle or other form of lottery shall be promoted, conducted or held in the facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Owner, and the relevant statutory licence of permit has been obtained
- n) With the exception of guide dogs, no animals will be allowed on the premises without prior permission of the Owner
- o) The Owner reserves the right to cancel or terminate any bookings if the Hirer breaks any of the Terms or Conditions. The Owner also reserves the right to refuse any bookings at its discretion and to change or amend the Terms or Conditions at any time without prior notice.

Please note – The Hirer is to supply black bags/pink sacks, washing up liquid, dish cloths, tea towels etc as required, as these are not supplied within the hire.

March 2018