



## SHALBOURNE PAVILION TERMS AND CONDITIONS OF HIRE

### 1. APPLICATIONS

All applications for the hiring of the pavilion shall be made on the Booking Form obtainable from the Booking Secretary or the website [www.shalbournepavilion.co.uk](http://www.shalbournepavilion.co.uk) All applicants must be over 21 years of age. All bookings will be considered provisional until payment has been received.

### 2. TERMS OF PAYMENT

The total hire charge in respect of each booking must be paid at least 2 weeks in advance of the event date.

### 3. DEPOSITS

A deposit will be required to be paid in cash to a member of the Management Committee on the day of and prior to the event. The amount of the deposit depends on the duration and type of hire and is set out on the Booking Form. This Deposit will normally be refunded within 36 hours. Deduction from the deposit will be made for power consumed in excess of 25 units during the event (calculated by meter readings) with further deductions for any damage, loss or cleaning work required after the event. Large catered events will incur an additional mandatory cleaning charge as set out on the Booking Form. Further charges may be levied if necessary due to excessive damage done or additional work needed which is not covered by the amount of the Damage Deposit paid. The deposit may also not be returned if undue noise or other disturbances are caused by the hire, especially if complaints are received from third parties.

### 4. REVISION OF CHARGES

The Management Committee has the right to revise the hire charges at any time and to give notice of the applicable revised charges to the hirer at any time up to 2 weeks before the event. Hirers should note that the hire charges are normally reviewed annually in January, so that bookings made over a year in advance are likely to incur revised charges.

### 5. RIGHT TO TERMINATE

The Management Committee reserve the right to terminate the agreement and the hiring at any time, in which case the Management Committee shall give to the hirer as long notice as possible, and shall return the Booking Deposit if appropriate or the whole of the charge as the case may be, but shall not be liable for damages or otherwise in respect of their actions under this clause, nor be under any liability to the hirer for any loss or damage he may sustain by reason of such termination.

### 6. SUBLETTING OR SURRENDER

The hirer shall not sub-let his/her hiring, but may, with the consent of the Management Committee, surrender his/her hiring, so that the premises may be re-let. All requests to surrender a hiring must be made in writing and delivered to the Booking Secretary. Should the pavilion not be re-let, the following charges will apply;

- a) Two weeks prior to event - full hire fee + deposit returned.
- b) One week prior to event - 50% of hire fee and deposit returned.
- c) 48 hours prior to event - deposit only returned.

### 7. LICENSABLE ACTIVITIES

The pavilion and sports field are licensed premises, as defined in the Licensing Act 2003, and are licensed for the following activities: Plays, Films, Indoor Sporting events, Live Music, Recorded Music, Performances of Dance, and the Making of Music, Dancing and the consumption of Alcohol. The hirer must therefore comply with the following:

#### a) Alcohol consumption

- In all cases where alcohol is to be consumed on the premises (excluding bringing your own or providing it free of charge), a separate form must be completed, and all the Designated Premises Supervisor's

instructions must be adhered to.

- The bar or other alcohol service can only be run with the permission of the Designated Premises Supervisor.
- Alcohol can only be consumed between the hours of 11.00 to 23.30, which includes drinking up time, so the bar must be closed at 23.00. The pavilion and sports field license requires that alcohol must only be consumed within the premises.
- No alcohol to be consumed on the premises by anyone under the age of 18.

**b) All other licensable activities**

- May take place between the hours of 08.00 to 23.00 only.
- Whilst noisy activities such as playing music are taking place all outside doors and windows in the pavilion must be kept closed, except the pavilion front door.

**8. SPECIAL CONDITIONS OF LETTING**

All lettings are subject to the following conditions:

- d) The premises must be vacated by 23.30 hours.
- e) For events such as dinners, the maximum permitted occupancy is 50 people; for events such as seminars/talks, the maximum permitted occupancy is 80 people
- f) The main doors to the premises should remain closed during the period of hire to minimise disturbance to local residents.
- g) No alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures, or other arrangements in the premises except with the consent in writing of the Management Committee.
- h) Posters, banners, or placards are not to be affixed to fixtures or fabrics so as to cause any damage and must not obstruct gangways, exits or entrances.
- i) No bolts, screws, nails or tacks shall be driven into any part of the premises.
- j) No wax or powder shall be placed upon the floor.
- k) No article of an inflammable (e.g. candles) or explosive nature or offensive character, or producing an offensive smell, or any oil, electric, gas, LPG or other appliance or stove or engine shall be brought into or used on the premises. This includes 'smoke machines' and similar 'smoke effects'.
- l) The external areas are intended to be used for parking cars and access to the premises. If the hirer wishes to use the external areas for any other purpose whatsoever, permission must be sought in writing via the Booking Secretary at the time of booking. The use of play items, such as bouncy castles, are entirely the responsibility of the hirer.
- m) No smoking is allowed in any part of the premises at any time.
- n) Hirers must leave the premises in a clean and serviceable state, in accordance with the Clear-Up and Cleaning policy available on the website and set out on the Booking Form. Non-compliance may result in extra charges or loss of the Deposit.
- o) The premises should be secured at the end of the hire period, closing all windows and locking all doors with the key deposited as instructed by the Booking Secretary.
- p) Any items of equipment such as personal computers, projectors or sound equipment brought onto the premises by the hirer are at the owner's risk, and the Management Committee accepts no responsibility for any damage to such items, however caused.
- q) All electrical equipment over 12 months old brought onto the premises must be Portable Appliance Tested (PAT).
- r) All vehicles are parked at the owner's risk. During the winter months parking is only permitted in the car park at the main entrance to the sports field and during the summer months parking is also available on the sports field. Under no circumstances are vehicles to be parked on The Lynch.
- s) No fireworks, Chinese lanterns or other flammable displays are permitted on the field.

**9. STATUTORY OBLIGATIONS**

In every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Management Committee strictly to observe and perform all statutory provisions and regulations, and all conditions and regulations imposed by Local Government applicable to any hiring, and to indemnify and save harmless the Management Committee, their officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations, or conditions.

**10. HEALTH AND SAFETY**

All hirers have a duty of care to observe the practices set out in the pavilion's Health and Safety Policy, a copy

of which is displayed in the pavilion. A copy may also be obtained from the Booking Secretary, if required. In particular, all hirers must comply with the following fire precautions:

- All exit doors must be kept clear of obstructions;
- Exit lights must remain switched on throughout the hiring;
- The hirer must familiarise himself with where the fire extinguishers and fire blankets are situated.

#### **11. CATERING AND CONTRACTORS**

It is the hirer's responsibility to inform all caterers, contractors and others employed by the hirer to comply with the pavilion's Health and Safety Policy (see 10 above) and to observe such reasonable instructions as may be given to them on behalf of the Management Committee. They are required to remove and clear away all their articles and property by the end of the period for which the premises is hired.

#### **12. RESPONSIBLE PERSON IN CHARGE**

The **hirer, or a responsible person** nominated by the hirer whose name has been given on the Booking Form shall be present and in charge of the premises **at all times during the hire period**, and must ensure that there are sufficient attendants for the purposes of safety and security.

#### **13. PERSONAL PROPERTY**

The Management Committee accepts no responsibility for articles left on the premises.

#### **14. CONDUCT OF PATRONS**

The hirer shall be responsible for the proper conduct of persons using the premises, and in the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, the hirer shall take all necessary steps to deal with the offender. The Management Committee reserves the right to refuse admission to or remove from the premises any person without stating any reason therefore. The hirer shall use his or her best endeavours to ensure that those attending the premises shall leave in a quiet and orderly manner so as not to disturb residents in the neighbourhood (see also 3 above).

#### **15. RIGHTS OF ENTRY BY THE MANAGEMENT COMMITTEE**

The members of the Management Committee and any authorised officer of the Committee shall at all times during the period of hiring have free entry and exit to and from the premises.

#### **16. DAMAGE TO MANAGEMENT COMMITTEE PROPERTY**

The hirer shall repay to the Management Committee on demand the cost of reinstating or replacing any part of the premises or any property of the Management Committee therein which shall be damaged, destroyed, stolen, or removed during the period of hire or arising out of the said hire. Unless the hirer shall show before the commencement of the period of hiring that any property of the Management Committee is damaged, such property shall be deemed to have been undamaged at the commencement of that period of hire.

#### **17. INDEMNITY AGAINST CLAIMS**

The hirer shall indemnify the Management Committee against all claims, demands, actions or proceedings in respect of: the death or injury of any person or loss of or damage to property which shall occur during the period of hire or arising out of the hiring, unless caused directly by the negligence of the Management Committee, its agents or servants.

#### **18. FAILURE TO OBSERVE CONDITIONS**

If the hirer shall fail to observe or perform in any respect or fail to secure the due performance or observance by others of the agreement to these terms and conditions, the Management Committee may without notice forthwith determine the hirer's rights under the agreement and effect the immediate vacation of the premises.

Such determination shall not release the hirer from any of his obligations under the agreement or affect any right or remedy which the Management Committee may have under the agreement or otherwise, and the Management Committee shall be entitled to retain any monies paid by way of charge and/or deposit and to sue for any balance outstanding.