

## **HALSTEAD THE PAVILION - TERMS AND CONDITIONS OF HIRE**

These Terms and Conditions of Hire apply to all hiring's of The Pavilion. If the Hirer is in any doubt as to the meaning of the following, they should consult the Clerk of the council.

- "Premises" shall from hereafter include The Pavilion, Station Road, Halstead TN14 7DH, the paved areas around the outside and the car park.
- "Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.
- "Parish Council" shall mean Halstead Parish Council.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

A verbal booking (subject to availability) will only be confirmed on receipt of a copy of the Agreement to Hire Form being signed and returned.

A total refund of the deposit will be returned to the Hirer once the Premises has been inspected it is deemed that no damage has been done to the Premises, the Premises has been left in a clean and tidy condition, and that no further expense will be incurred by the Parish Council in accordance with this booking.

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the Premises (the maximum capacity shall not exceed 50 people) including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Parish Council, the Hirer shall pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for any loss of contents.

The Parish Council will hold a complete inventory of all known damage which can be inspected at any time by the Hirer. This inventory will also include the Contents, fixtures and fittings of the Premises.

### **2. Use of Premises**

The Hirer shall not:

- Use the Premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer.
- Sub-let the Premises or allow the Premises to be used for any unlawful purpose.

- Do anything or bring onto the Premises anything which may render any insurance policies invalid.

### **3. Indemnity**

The Hirer shall indemnify and keep indemnified each member of the Parish Council and the Parish Council's employees, volunteers, agents, and invitees against:

- The cost of repair of any damage done to any part of the Premises including the structure or the contents of the Premises.
- All claims of damage or loss of property or injury to persons arising because of the use of the Premises (including the storage of equipment) by the Hirer.

The Hirer shall take out adequate insurance to cover the Hirer, members of the Hirer's organisation and any invitees against all claims arising because of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void.

However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within the Agreement to Hire form.

(The Pavilion is insured against any claims arising out of any Parish Council negligence)

### **4. Stored Equipment**

The Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All personal equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed unless agreed.

The Parish Council may, in its discretion, in either of the following circumstances:

- a. in respect of stored equipment, failure by the Hirer to pay any storage charges due, remove the same within 1 day after any agreed storage period has ended.
- b. in respect of any other property brought onto the Premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring; dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **5. No Alterations**

No alterations or additions may be made to the Premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Council remain in the Premises at the end of

the hiring and become the property of the Parish Council or be removed by the Hirer who must make good to the satisfaction of the Council any damage caused to the Premises by such removal.

#### **6. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Clerk of the Parish Council 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).

Any failure of equipment belonging to the Premises must also be reported as soon as possible.

#### **7. Licences**

The Hall does not have an alcohol Licence. Therefore, the Hirer shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the Premises.

#### **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. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food or drink, observe all relevant Food Health and Hygiene Legislation and Regulations.

#### **10. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe and in good working order, and used in a safe manner. The Parish Council reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

#### **11. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

A fire-risk assessment for the known hazards has been carried out by the Parish Council. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of

Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

## **12. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation).

## **13. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, other than for a special event agreed to by the Parish Council. No animals whatsoever are to enter the Kitchen at any time.

## **14. Sale of Goods**

The Hirer shall, if selling goods on the Premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## **15. Noise**

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning.

## **16. The right to enter**

The Clerk, and any member of the Parish Council, has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

## **17. End of Hire Period**

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, with the Premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge. All rubbish is to be bagged up and put in the outside wheelie rubbish bin, do not put in the small bin as the foxes and birds split the bags, spilling rubbish everywhere. The floor should be swept, mopped if required (kept in changing room) and tables and surfaces wiped. We have regular Pilates classes using the room and it is unpleasant if the floor is dirty from an earlier hirer.

## **18. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Hall Booking's Officer is unable to conclude a replacement booking, the question of the payment or the repayment of the Hire fee shall be at the discretion of the Parish Council.

The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a. The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
- b. The Parish Council reasonably consider that:
  - i. such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - ii. unlawful or unsuitable activities will take place at the Premises as a result of this hiring.
- c. The Premises becoming unfit for the use intended by the Hirer.

## **19. No Rights**

The Agreement to Hire constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

## **20. The contact in relation to this booking is :**

Karen Jenkins, Clerk to Halstead Parish Council

Email: [clerk@halsteadparish.org.uk](mailto:clerk@halsteadparish.org.uk)

The keys and the alarm code will be given by arrangement with the Clerk and the keys must be returned to the key lock box at the end of the hire period. Failure to return the keys as directed may result in the Deposit being retained in its entirety at the discretion of the Parish Council.