

BOOKING AGREEMENT & TERMS AND CONDITIONS

BRIDGES CLOSE – ST NICHOLAS AT WADE – CT7 0PX

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall. (see clause 13).

Agreements for the Bell Meadow Pavilion are with St Nicholas at Wade with Sarre Parish Council for the hire of or any part thereof (“the Premises”) and are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

TERMS & CONDITIONS OF HIRE

- “Hirer” - shall mean an individual or where the hirer is an organisation, the authorised representative.
- “Premises” or “Pavilion” - shall mean the Bell Meadow Pavilion in St Nicholas at Wade.
- “Period of hire” - shall be from the time when access is required until the premises, including outside spaces are completely vacated, which includes the removal of any items belonging to the hirer.

1 - Cost

- The Premises is charged at an hourly rate for any agreed period of hire, and then any part hour beyond this agreed period of hire, unless otherwise agreed in writing. The Hirer shall pay to the Pavilion, such fees as are required for a licence to sell alcohol at an event.

The maximum number of people present inside the pavilion at any one time shall not exceed 50. If the Pavilion is hired for any event involving minors, the hirer shall ensure that at least 1 adult per 9 minors is present at all times.

2 - Events

- **Adult parties/Discos** - A £100 deposit will be required to secure a booking for one period of hire for adult parties and discos (a larger deposit will be agreed for more than one consecutive day booking).
- **Other events** - A £25 deposit will be required to secure a booking for one period of hire (a larger deposit will be agreed for more than one consecutive day booking). No parties exclusively for teenagers are permitted, without prior agreement and with the ability to demonstrate supervision and control will be in place at all times.
- Deposits will be returned to the hirer, in full if the premises are left in good order (as found).
- The hire amount (not including the deposit) must be paid in full, 14x days before the start of the hire period. If any part of the hire period fee remains unpaid on the day of the start of the hire period, hirers will not be permitted access.

3 - Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- being present, or arrange for sufficient adult representatives to be present, throughout the Hire Period to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses
- ensuring that the Premises are kept secure for the duration of the Hire Period and be responsible for the supervision of the premises and all its contents from damage or loss
- ensure there is a charged mobile phone available to notify any emergency services of any emergency
- ensuring that the Premises (including all areas accessed) are left clean and tidy with rubbish removed from the site at the end of the Hire Period
- ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured
- ensuring that any temporary fittings and fixtures, provided by the hirer, comply with Health and Safety guidance, and in particular ensuring that any decorations used are displayed and located in a manner that completely mitigates the risk of fire
- ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission from the Bell Meadow Pavilion on the occasion of a special event or hire agreed to by the Bell Meadow Pavilion
- ensuring that NO animals whatsoever enter the kitchen at any time
- ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- if using the outside space (Bell Meadow (field) or Tennis Court) be aware that this is a public recreation ground and cannot be reserved for private use. Taking this into account, there must be no loose trailing wires or cables coming from the Pavilion onto the Meadow and public footpaths must not be obstructed in any way without appropriate cover, securing and/or assessed risk/insurance.

4 - Use of Premises

The Hirer shall not:

- sub-let or use the Premises for any purpose **other** than that described in their booking form
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, including, but not limited to activities that would contravene any law relating to drugs, alcohol, gaming, betting and lotteries (A breach of this condition may lead to prosecution by the local authority)
- use nails, screws or any other fixing for decorations etc., except without prior agreement with the bookings officer
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow smoking of any kind or the use of E-cigarettes anywhere on the Premises

5 - Fire Procedure

The Hirer shall:

- appoint a responsible person to take control

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- ensure all attendees are aware of the Fire Evacuation Notice, displayed on the notice board in the entrance
- refer to the Fire Risk Assessment on the notice board in the entrance when familiarising attendee with the premises with the location of the fire extinguishers and exits
- ensure all fire exits are kept clear and unlocked when the premises is in use

6 - Car Parking

- Parking spaces are provided, however Vehicles are parked at the owner's risk and the Parish Council cannot accept responsibility for any loss or damage to vehicles using this area.
- We ask for your cooperation and respect for our neighbours, by not parking or obstructing Bridges Close.

7 - Compliance with legislation relating to children or vulnerable adults

- The Hirer shall ensure that any activities for children or vulnerable adults, complies with current Parish Council Safeguarding Policy, a copy of which is kept on the notice board in the entrance.

8 - Insurance

- The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.
- Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity). A copy of which MUST be forwarded to the Bookings clerk prior to the hire period.

9 - Accidents and Damage

- All accidents must be reported to an authorised representative of the Pavilion as soon as possible and complete the relevant section in the Accident Book, located on the noticeboard. Any failure of equipment, (either belonging to the Pavilion, or brought in by the Hirer), breakages, damage or defacement must also be reported as soon as possible.
- Any identified damage, loss or defacement may result in the retention of the deposit to cover the cost of the any repair/replacement.
- St Nicholas at Wade and Sarre Parish Council shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause.
- The hirer shall indemnify St Nicholas at Wade and Sarre Parish Council, its volunteers, employees or agents acting on their behalf, for the cost of any repair or damage incurred to any part of the property, or the contents, which may occur during the period of the hiring. It is recommended that the hirers should consider insuring themselves against such possibilities.
- If the premises are left unsecured, through windows and doors being left open or the alarm remaining unset (should that be required by the hirer) at the end of a hire period, thus invalidating our insurance, a penalty fee of **£50** may be imposed.
- Should the hirer lose the key, the premises are placed in a non-secure position until the locks are changed. In the event of a hirer losing a key, a charge of no less than the full cost of replacement lock/s and keys will be applied.

10 - Stored equipment

- The Pavilion accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Pavilion may dispose of any such items 7 days thereafter, at its discretion.

11 - Cancellation by the Hirer

- If the Hirer cancels the booking 7 days before the date of the event and the Pavilion is unable to secure a replacement booking, the hire cost or deposit (whichever is the least amount) will be charged. Any remaining funds will be returned to the hirer.

12 - Cancellation by the Pavilion

The Parish Council reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Pavilion reasonably considers that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer
- In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Pavilion shall not be liable for any resulting direct or indirect loss or damages whatsoever

13 - Acceptance

- These Terms and Conditions have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions, abiding by all requirements within.

Premises Licence and other relevant legislation

The Hirer is responsible for:

- Conforming to the terms of the Premises License granted to the Pavilion, which is on display on the notice board, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music). Alcohol may not be served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.