



## **DUNTON GREEN PARISH COUNCIL**

### **DUNTON GREEN PAVILION – TERMS AND CONDITIONS (OCCASIONAL USERS)**

#### **Before your event:**

##### **Booking process**

To secure a booking, hirers must return a completed hire application form and a signed copy of the terms and conditions. The Bookings & Facilities Assistant will send confirmation by e-mail to the hirer to confirm that their event has been entered on to the Pavilion calendar.

##### **Booking restrictions**

The Parish Council reserves the right to refuse any application. The Council accepts no obligation to offer any explanation for such refusal or offer any right of appeal. No parties exclusively for persons under 21 will be permitted. Bookings for 18<sup>th</sup>, 21<sup>st</sup> birthdays, engagements, weddings etc are only taken for genuine family events when a range of age groups will be in attendance. Any misinformation on this subject will result in retention of the deposit against damage and breach of conditions. The premises shall not operate outside the hours of 0800 hours - 2300 hours Mondays - Thursdays, 0800 hours - 0000 hours Friday and Saturday and 0900 hours - 2200 hours Sundays and bank holidays.

##### **Payment**

Once an event has been entered on to the calendar, an invoice will be sent to the hirer requesting that the full hire fee is to be paid by a date specified prior to the event. The Parish Council will not issue any reminders for payment. It is the responsibility of the hirer to ensure payments are made on time. The Parish Council reserves the right to regard the booking as cancelled by the hirer if the hire fee is not paid in full and on time.

##### **Security deposit**

The hirer will provide a security deposit of £200 to guard against the cost of any damage caused to the buildings, goods, chattels, apparatus or appliances within the boundaries of the Dunton Green Pavilion and caused within the period of the hire. Any breach of conditions, including smoking in the premises or holding a young persons' party under another guise, will result in the loss of the whole deposit. Use of social media to advertise young people's events which result in uncontrolled access will also result in loss of deposit and the booking will be cancelled by the Council forthwith. If the hall is left in an unacceptably dirty condition the cost of additional cleaning time and materials will be deducted from the deposit. The security deposit is to be paid by cheque or in cash a few days before the event. If the deposit is paid in cash, this will be returned to the hirer within 14 days of the event following an inspection of the Pavilion and any appropriate deductions. If the deposit is paid by cheque, the cheque will be destroyed within 14 days following an inspection of the Pavilion and any appropriate deductions.

##### **Cancellation – by the Hirer**

If the hirer chooses to cancel a booking, the Parish Council reserves the right to withhold 20% of the total hire fee, if this has already been paid.

##### **Cancellations – by the Parish Council**

The Council reserves the right to cancel any letting on 28 days notice to the hirer. In the event of such a cancellation, the Parish Council will refund to the hirer any monies paid in respect of the letting. Such cancellation will not be unreasonably made. Cancellation by the Council without notice will be limited to catastrophic failure of utility supplies, services, fire, flood, structural damage etc. Hirers are advised to seek insurance advice against the risk of such cancellation.

##### **Access to the Pavilion**

Prior to an event, the Bookings & Facilities Assistant will arrange a mutually convenient time for the collection of key fobs. Access to the building and use of the car park is granted for the period of hire only. Possession of keys fobs does not confer right of entry. Hirers may not enter before the start of their hire period and must be completely clear of the building and the car park by the end of their hire period. Key return arrangements will be made with the Bookings & Facilities Assistant at the time of key collection. All and any equipment brought in for an event must be removed from the premises at the end of the hire. It cannot be left for collection at a later date. Extension of the hire period either by arriving early or leaving late or failing to remove all items of equipment, will be charged for at the prevailing rate.

## **During your event:**

### **Right of entry**

The Parish Council reserves the right of entry during the period of letting to the Bookings & Facilities Assistant, Clerk to the Council, any member of the Council, Police or Fire Officer.

### **Behaviour**

All events must be conducted in a decent and orderly fashion. Respect neighbours, keep noise to a minimum and leave the premises quietly, especially at the end of an evening event. Evening events must be finished by 11pm Mon-Thurs, 12 midnight on Saturdays and 10pm on Sundays and Bank Holidays. Smoking is not permitted in any part of the building. The Pavilion is a non-smoking environment.

### **Supervision**

The hirer explicitly accepts responsibility for the effective supervision of the arrangements and activities on the premises during the period of hire and for the prevention of unlawful or disorderly behaviour, so as to ensure that no nuisance, damage or annoyance arises. At children's parties, sufficient numbers of responsible adults must be available to supervise children at all times.

### **Decorations**

Hirers are permitted to put up some decorations in the Pavilion, but these must all be taken down and removed from the premises. Do not use Sellotape or drawing pins on any doors, frames or walls. In addition, the following items are NOT to be used on the premises: confetti, party poppers, candles, sand, smoke machines.

### **Equipment and Furniture**

Hirers must not remove any equipment or items belonging to the Parish Council – these should be clearly labelled. Any items brought into the Pavilion should be PAT tested. Any equipment (including Bouncy Castles) should be brought through the main entrance door. Hirers must not remove tables and chairs from the Pavilion and these are not to be taken outside – the furniture is only for indoor use. Any damage incurred to furniture that has been mis-used in this way will be deducted from the security deposit.

### **Bouncy Castles**

If the bouncy castle is hired with a supervisor, the supplier MUST have their own Public Liability Insurance. If the bouncy castle is supervised by the hirer, the hirer must arrange suitable insurance if none is available from the supplier. The Parish Council's insurance does not cover bouncy castles. The Parish Council advise the following:

- An adult (or adults) should be appointed by the hirer to act in a supervisory capacity AT ALL TIMES.
- Only allow children of similar age and size on the castle at any one time.
- Avoid overcrowding and ensure that the manufacturer's recommendations for numbers are not exceeded.
- Soft gym mats should be positioned to cover any hard surface at the open front of the castle.
- Make sure that the users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc.
- Ensure that the castle is moored securely to the ground (if used outside).
- Never use it in high winds or wet weather.
- Do not allow children over the age of 12 years to use the castle.

### **Alcohol**

Dunton Green Pavilion does not possess a licence to sell alcohol, however alcohol can be consumed on the premises. Persons under the age of 18 cannot consume alcohol on the premises, however 16 and 17 year olds can consumer beer, wine or cider if served with a table meal. Hirers have a duty to refuse to serve alcohol to a person who is drunk [Section 139 (1) Licensing Act 2003].

### **Fire**

Keep fire exits clear, fire doors closed and extinguishers easily accessible. In the event of a fire, phone 999. All hirers are required to appoint one person and one deputy to take responsibility for phoning 999 on a mobile in the event of discovering a fire. Anyone discovering a fire should alert everyone in the pavilion by shouting 'Fire! Fire!' All hirers are required to appoint a suitable number of responsible persons to direct an orderly exit in the event of fire. All hirers are required to note that the fire assembly point is the Pavilion Car Park. If you are holding a public performance, please bring to the attention of your audience the location of the fire exits. Please note that a Fire Instructions Document and a plan showing all fire exits and extinguishers is framed and attached to the lobby wall. Particular attention is drawn to the misuse of fire extinguishers. Powder/fumes from some extinguishers can kill so it is important that they are not touched unless needed in an emergency. The cost of recharging any extinguishers discharged without good reason will be reclaimed from the hirer.

### Damages

Dunton Green Pavilion is provided to the hirer in good general condition. The hirer accepts responsibility to notify the Parish Council immediately on gaining access of any material fault or damage by reporting it directly to the Bookings & Facilities Assistant by phone or e-mail. Any such damage which has not been previously noted may be attributed to the hirer. The hirer agrees to defray the repair or replacement cost resulting out of any misuse or damage caused to the buildings, goods, chattels, apparatus or appliances either of the Council or other person during the period of or arising in connection with the letting. The Council will make such deductions as are necessary from the deposit against damage, but where any such damage repair cost exceeds the value of the deposit the hirer explicitly agrees to fund the balance. The hirer will accept full responsibility for and will indemnify the Council against all costs, charges and claims in respect of any persons present during or in connection with the letting. The hirer must indemnify the Council against all costs, charges and claims in respect of any monies or goods deposited or left on the premises by or on behalf of the hirer before during or following the letting.

### At the end of your event:

All hirers are required to take their rubbish away with them. A sum of £50 will be deducted from the security deposit if rubbish is left for the Parish Council to dispose of. Black sacks and cleaning products are available to the hirer. Hirers are expected to leave the hall in a clean and tidy condition and to follow the 'End of Session Checklist' issued to them when collecting key fobs.

### To be signed and returned by the hirer:

	Signature
	Name (Block Capitals)
	Date

### Dunton Green Pavilion Contact Details

TBC	Bookings & Facilities Assistant	07305 814694	bookings@duntongreen-pc.gov.uk
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PARISH COUNCIL