

STANDARD TERMS & CONDITIONS OF HIRE

Definitions:

HIRER:

The term "Hirer" shall mean an individual hirer, or where the "Hirer" is an organisation (whether profit making or otherwise) the authorised representative thereof.

PAVILION

The term "Pavilion" shall mean the premises commonly known as Seagrove Pavilion, including the changing rooms, club room, kitchen, storage areas (internal and external), Petanque Piste, parking area and enclosed paved areas together with all, fences, bollards and other constructions on or enclosing the site.

HIRE

The term "hire" shall mean all that time, including provision for setting up, clearing and cleaning, allocated to the Hirer for the use of the Pavilion or any part thereof to carry out such activities as outlined in the Booking Form on condition of payment of Hiring Charges.

SEAGROVE PAVILION TRUST

The Trust is a charity with a Board of Trustees and a Company Secretary as listed on the Notice Board and is governed by the "Companies Act 2006" and the "Charities Act 2011". The delegated user group comprises representatives of regular users who are responsible to the Trust for the monitoring of the facilities and encouraging usage of the facilities. The names of the individuals are published in the Hall on the notice board.

DEPOSIT

The amount required to be paid in advance by the Hirer to secure the booking for a given event

SPECIAL DEPOSIT

A specific sum of money which may be required to be paid by the Hirer as surety against last minute cancellation and/or damage caused by the hire.

1. HIRE

- 1.1 The Hirer will, during the entire period of the hiring, be responsible for the supervision of the Pavilion, the fabric and the contents, their care, safety from damage and the behaviour and safety of all persons using the Pavilion whatever their capacity, including proper supervision of car parking arrangements to ensure access to highway and emergency access at all times.
- 1.2 The Hirer shall not use the Pavilion for any purpose other than that described in the hire agreement and shall not sub hire or use or allow the Pavilion to be used for any unlawful purpose.
- 1.3 **No bookings will be accepted for functions extending beyond 11pm and THE HALL MUST BE COMPLETELY VACATED BY 11.30pm to ensure the peace of the neighbourhood.**
- 1.4 The right to refuse any application received for the hire of the hall, without assigning any reason, is reserved to the SPT or the Hire contact acting on their behalf, provided that the hire contact will report their action by email to the trustees after the action.
- 1.5 The payment of Hiring Charges, Deposit and the Special Deposit (referred to in Clause 3.1) is required at the time of making the booking except under certain long-let conditions agreed by the SPT. In the case of payment by cheque, these should be made payable to the "Seagrove Pavilion Trust". Cheques should be presented with the Booking form to the Company Secretary, post-dated cheques will not be accepted. All payments in respect of Hiring Charges and Deposits will be banked as soon as possible after receipt.
- 1.6 30 clear days' notice of cancellation of a booking must be given, otherwise the full charges as booked will be payable.

2. CONDITIONS OF USE & TERMINATION OF HIRE

- 2.1 The Hirer is responsible for the removal of any and all materials, supplies, goods and/or equipment brought onto the premises; the floors to be swept, the kitchen cleaned throughout (if used) and any rubbish created by the Hirer removed from the Hall by the Hirer. Any Hall contents temporarily removed from their usual positions shall be properly replaced.

It must be noted that SPT expect the hirer maximise recycling opportunities

UNUSED FOOD MUST BE TAKEN AWAY – it must not be left in the kitchen or outside sacks.

- 2.2 The use of drawing pins, “blue tak” or other adhesive fixings is expressly prohibited other than on the fixed notice boards or movable display boards as appropriate.

3. SPECIAL DEPOSIT AGAINST DAMAGE

- 3.1 Persons hiring the Hall for Weddings, Dances, Parties, Discos and any other ‘one off’ event shall lodge with the hire contact at the time of the booking a Special Deposit of surety against breakage, damage or late cancellation (“Special Deposit”); In the event of breakage or failure to leave the Hall in the condition described in 2.1 above, the Special Deposit shall be retained as compensation. **ALL DAMAGE MUST BE REPORTED IMMEDIATELY TO THE Hire Contact OR AUTHORISED REPRESENTATIVE OF THE SPT.**

- 3.2 Any damage to the electrical equipment caused by overloads from external equipment is the responsibility of the hirer and will be recovered from the deposit paid or by additional charge if insufficient to meet the costs of repair or replacement of the equipment.

4. SECURITY

- 4.1 Keys are obtainable from the person nominated by the SPT on the booking form.
4.2 The Hirer will secure the premises as instructed on leaving and return the keys immediately.

5. ALCOHOL SUPPLY

- 5.1 If a Temporary Event Notice (“TEN”) is required then the Hirer is solely responsible for obtaining a license allowing sufficient time for an application to be made.

6. GAMING, BETTING AND LOTTERIES

- 6.1 Nothing shall be done on or in relation to the Pavilion in contravention of the law relating to gaming, betting and lotteries and the Hirer shall be responsible for seeing that the requirements of the relevant legislation are strictly observed.

7. MUSICAL COPYRIGHT

- 7.1 Organisers of events at which copyright music is performed in public shall be responsible for obtaining a licence from the Performing Rights Society where applicable.

8. HEALTH & SAFETY REGULATIONS along with the SPT Policy issued separately

- 8.1 The Hirer shall ensure that any electrical appliances brought to the Pavilion and used there shall be safe and in good working order and used in a safe manner.
8.2 Nothing shall be done that will endanger the policies of insurance relating to the Pavilion or contents and in particular:
- no obstruction maybe placed in gangways or exits
- fire appliances must be kept in their proper places and used for no other purpose.
8.3 The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
8.4 Explosive or highly flammable material shall not be brought or used on the premises.
8.5 The use of naked flames shall not generally be permitted.

- 8.6 All means of escape routes must be kept free from obstruction at all times.
- 8.7 The maximum number of persons to be admitted at any one time shall not exceed the following numbers: Club Room 80; changing rooms 20 whether seated or standing.
TOTAL OCCUPANCY 100 persons (verify with fire regulations when agreed)
- 8.8 The Hirer must report any accidents involving injury to the public to a member of the SPT as soon as possible. Any failure of Hall equipment must also be reported as soon as possible to the SPT.

9. CAR PARKING

- 9.1 Cars must not be parked so as to cause obstruction at the entrance or exits from the Hall.
- 9.2 The SPT accept no responsibility for any loss or damage to any vehicle parked or property left in the car park area.
- 9.3 Parking designated Disabled and “setting down only” should be observed at all times.

10. NUISANCES

- 10.1 Litter shall not be left in or about the Hall premises.
- 10.2 Dogs, save for guide or other aid dogs, shall not be brought into the Hall.
- 10.3 The Hirer shall be responsible for ensuring that no intrusive, externally audible noise is made on arrival, during the period of the hire and on departure.
- 10.4 The Hall is a designated no smoking premises and this condition must be observed at all times.

11. INSURANCE

- 11.1 To ensure conditions of the Hall insurance policy are met, all Hirers from non-profit-making organisations must declare if they have Public Liability insurance cover, and the cover thereon. Any profit-making organisations must have their own Public Liability insurance cover for the duration of the hire.
- 11.2 **The Hirer shall indemnify the SPT** against any costs or claims in respect of personal injury and for the cost of repair or replacement of any loss from, or damage done to, any part of the Pavilion including the curtilage thereof or the content of the Pavilion which may occur during the period of the hire or as a result of the hire.
- 11.3 Any property brought into or left at the Pavilion shall be entirely at the owner’s risk.

12. CHILDREN ACT

- 12.1 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 Adoption & Children Act 2002 and that only fit and proper persons have access to the children.

13. CANCELLATION – BY SPT

- 13.1 The SPT reserves the right to cancel this hiring in the event of the Pavilion being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any monies already paid.
- 13.2 The Pavilion reserves the right to refuse a booking without notice or to cancel a hire agreement at any time either before or at any time during the term of the agreement upon giving seven days notice in writing to the Hirer. The Hirer shall be entitled to a refund of monies already paid.

14. ALTERATIONS OF THE RULES

Rule 1 to 13 may at any time be altered by the SPT a copy of the Health and Safety Policy is included with these conditions