

Hampton Park Pavilion “The Pavilion” Hire Agreement Ash Crescent, Bishopdown, Salisbury, Wiltshire SP1 3GY

References to “The Pavilion” refer to the premises, references to “The Company” refer to Hampton Park Pavilion, a company limited by guarantee and which is also registered as a Charity. References to “The Trustees” refer to both the directors and trustees of The Company and charity)

Booking by Website: hamptonparkpavilion.org

Queries via Booking Secretary: hamptonparkpavilion@gmail.com

Booking Conditions

1. By making a booking the Hirer understands and accepts the **Conditions of Hire** (see pages 2 to 8)
2. In order to hire The Pavilion, the Hirer will be required to complete a booking form together with the payment of any deposits due plus hire fees (any bookings for the cricket pitch are subject to separate conditions of hire).
3. A deposit of a minimum of £50 (unless otherwise agreed by The Trustees), which is refundable, will be payable plus the hire fee (the hourly rate of £15 multiplied by the number of hours - subject to a minimum of 3 hours hire).
4. Any deposits together with 100% of the hire fee are payable when the booking is accepted (regular Hirers must pay hire fees monthly in advance).
5. A cancellation fee of 25% of the hire fee will be charged for cancellations within 21 days of the hiring and 50% for a cancellation within 7 days of the hiring.
6. Payment to be made via Paypal using the gmail address above or by direct bank transfer into Hampton Park Pavilion account Sort Code 54-41-19 Account No 48125318
7. The Trustees may accept or reject a hiring on a reasoned basis but always at their absolute discretion.
8. Regular Hirers should give a minimum of one month’s notice of their intention to cancel on-going use.

The Pavilion Hire Agreement - Conditions of Hire

These conditions apply to all hirings of The Pavilion. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should be consulted immediately.

1. Hours of Opening

Unless otherwise agreed with the Trustees, the hours of hire are limited from 8.00am to 10.00pm.

2. Sale and Consumption of Alcohol

Sale of alcoholic beverages is not permitted on or in the environment of The Pavilion. Consumption of alcohol is not normally permitted on the premises but an exception can be agreed by the Trustees at their absolute discretion in writing.

3. Use by Commercial Organisations

The Pavilion shall not be hired out to any commercial organizations hold disco's or dance functions of any kind.

4. Age

The Hirer, shall not be a person under 18 years of age. The Pavilion shall not be hired out for birthday parties or similar events to persons between the ages of 18 -30 unless they reside within Bishopdown, Bishopdown Farm or Hampton Park.

5. Capacity and Responsibility

The number of people on the premises shall not normally exceed 100. In certain circumstances where occupants are seated when attending meetings etc, the maximum number permitted shall be reduced to 80; guidance is available from the Booking Secretary if the event falls into this category. The Hirer accepts responsibility for being in charge of and remaining on the premises at all times when the public are present. In addition, the Hirer shall ensure that any coaches/teachers running courses or classes during the period of hire hold an appropriate qualification or are suitable experienced.

The Hirer shall ensure that all booking conditions and the **Conditions of Hire** in this document are met.

6. Dangerous and unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

7. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

8. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- (a) supervision of The Pavilion, the fabric and the contents;
- (b) care of The Pavilion, safety from damage however slight, or change of any sort;
- (c) the behaviour of all persons using The Pavilion whatever their capacity;

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(d) proper supervision of car parking arrangements so as to avoid obstruction of the highway and emergency exits. Vehicles relating to the hiring must only use The Pavilion car park and not the surrounding roads unless specifically agreed in writing by the Trustees.

As directed by the Trustees, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

9. Use of The Pavilion

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 The Pavilion or allow The Pavilion to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without specific written permission from the Trustees.

10. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Pavilion in contravention of the law relating to gaming, betting and lotteries.

11. Licences

If licences are required in respect of any activity in The Pavilion, the Hirer should ensure that they and/or The Company holds the relevant licence. The Hirer shall provide The Trustees with a copy of such licences on request. If The Company is required to hold a licence for any activity of the Hirer then the cost of that licence shall be covered by the Hirer.

12. Public Safety Compliance

The Hirer acknowledges that they understand and note the Health & Safety and Fire Safety policies for The Pavilion (which are downloadable from the website and are on prominent display in the foyer of The Pavilion - hardcopies of these documents can be made available if required).

The following Fire Instructions are applicable to The Pavilion:

- Any person discovering a fire should:
 - raise the alarm by shouting 'Fire, Fire' and activate the alarm system by breaking the glass in the nearest call point;
 - call the Fire Brigade by the quickest possible means (note there is a landline in The Pavilion foyer);
 - attack the fire using the appropriate appliances provided, if it is deemed safe to do so.
- On hearing 'Fire, Fire' or any other alarm all persons on the premises are to:
 - leave the building by the nearest safe fire exit;
 - close all doors;
 - report to the Assembly Point by the artificial cricket wicket in the centre of the green space.
- The Hirer is to check everybody is evacuated and is to advise the Booking Secretary or another Trustee at the earliest opportunity.

When a sports event is held in the sports hall, Hirers may remove the mobile fire extinguisher from the hall at their discretion. However, Hirers must return it to its correct location within the hall on the completion of the hire period.

13. Means of Escape and First Aid

There are 3 fire exits from the premises (ie the main entrance and two exits leading out from the sports hall) and these must be kept free from obstruction and immediately available for instant free public exit. However, the 2 external fire exits from the sports hall are for emergency use only; they must not be used for normal access to/from the building.

A first aid kit is available in the kitchen and any low levels or shortages of normal items should be noted in the Operations Log book which is held in the kitchen. Regular Hirers shall undertake and log fire drills on a quarterly basis.

14. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

15. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and PAT tested.

16. Smoke Machines

The Hirer shall ensure that smoke machines are not used inside the Pavilion as the use of these will trigger the smoke detectors within the Fire Alarm System.

17. Access to 1st Floor and use of Electrically-operated Ladder

The Hirer shall ensure that access to the 1st floor is prohibited if there is only one person inside the Pavilion. In addition, the Hirer shall ensure that the electrically-operated ladder remains in the fully lowered position while any person is located on the 1st floor.

18. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a Trustee as soon as possible and complete the relevant section in The Pavilion accident book which is held in the kitchen. Certain types of accident or injury must be reported on a special form to the Local Authority. The Trustees will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Any significant failure of equipment belonging to The Pavilion or brought in by the Hirer shall be entered in the Operations Book which is held in the kitchen and also reported as soon as possible to a Trustee.

19. Indemnity

The Hirer shall indemnify and keep indemnified The Company and each member of The Company, The Trustees, contractors, employees, volunteers, agents and invitees against:

- (a) the cost of repair of any damage done to any part of The Pavilion including the curtilage thereof or the contents of it;

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(b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of The Pavilion (including the storage of equipment) by the Hirer; and

(c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of The Pavilion by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under Condition 12 and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. The Trustees and The Company are insured against any claims arising only out of their/its **own** negligence.

20. Explosives and Highly Flammable Substances

The Hirer shall ensure that:

(a) explosive and highly flammable substances are not brought into any part of The Pavilion;

(b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of The Trustees. No decorations are to be put up near light fittings or heaters.

21. Cleaning Materials

If cleaning materials are brought into The Pavilion by a Hirer and kept on site (with specific agreement of The Trustees), they shall be stored in a locked container or cupboard.

22. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of The Trustees. Portable Liquefied Propane Gas (LPG) heating appliances and electrical radiant bar heating appliances shall not be used.

23. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours of the Pavilion and avoid violent or criminal behaviour:

(a) care shall be taken to avoid excessive consumption where The Trustees have specifically agreed in writing that alcohol can be consumed in The Pavilion (see also Condition 2 for limitations on use of alcohol);

(b) drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity; any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises;

(c) alcohol shall not be served to any person suspected of being under the age of 18;

(d) no illegal drugs shall be brought onto the premises.

24. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into The Pavilion, other than for a special event agreed to by The Trustees. No animals whatsoever are to enter the kitchen or toilet/shower areas at any time.

25. 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 who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide The Trustees with a copy of their Child Protection Policy on request.

26. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each Trustee and member of The Company accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

27. 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 be the organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

28. Cancellation

If the Hirer wishes to cancel the booking more than 21 days before the date of the event and The Company is unable to conclude a replacement booking, the question of a cancellation fee shall be at the discretion of The Trustees. However, in this instance, the cancellation fee will be no more than 25% of the original booking fee.

The Company reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- (a) The Pavilion being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) The Trustees reasonably considering that (i) such hiring will 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;
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters;
- (e) Wiltshire Council cancelling its agreement with The Company;
- (f) essential maintenance.

In any of the above cases, the Hirer shall be entitled to a refund of any deposit or fees already paid, but The Company shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

29. Noise

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The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises, keep external doors closed and comply with any other licensing condition for the premises.

30. Stored Equipment

The Company 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. The following applies:

- (a) items can only be stored by regular users with the consent of The Trustees;
- (b) any agreement by The Trustees for a Hirer to store equipment is of a temporary nature and can be withdrawn at short notice and may be subject to additional hire fees.
- (c) the Hirer shall provide The Trustees with a duplicate key for any locked cupboard/container which is used for storage by the Hirer with the prior agreement of The Trustees;
- (d) any items left in the main hall shall be placed against walls and away from the 3 exit doors.

31. 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 Pavilion without the prior written approval of The Trustees. Any alteration, fixture or fitting or attachment so approved, shall at the discretion of The Company, remain in The Pavilion at the end of the hiring and will become the property of The Company unless removed by the Hirer who must make good to the satisfaction of the Trustees any damage caused to the premises by such removal.

32. No Rights

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

33. End of Hire

The Hirer shall be responsible for leaving The Pavilion and surrounding area in a clean and tidy condition with lights and taps switched off, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise The Company shall be at liberty to make an additional charge.

If the Hirer has been provided with code access this information must not at any stage be shared with unauthorised 3rd parties and never to those under 18 of age. The code access on the outside gate and veranda doors are subject to periodical change on short notice.

34. Review of hire charges

The Trustees reserve the right to review hire charges and increase rates at their discretion and advise regular and one-off Hirers of such change by giving a minimum of one month's notice to this effect.

35. Recovery of unpaid hire charges

The Hirer shall pay all hiring charges in accordance with the hire agreement and always in advance of the relevant period of hire. Regular Hirers shall pay monthly in advance.

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Any hiring charges not paid as due shall incur an interest charge of 15% per annum whilst remaining unpaid and the Hirer shall pay the Trustees all costs and expenses (including legal costs on the basis of a full indemnity) incurred in enforcing or attempting to enforce any of the terms of these conditions against the Hirer.

36. Smoking

All parts of The Pavilion are designated a no smoking area (including the veranda and its approaches). Hirers shall abide by this policy.

37. Termination

The Trustees shall be entitled (without prejudice to any other rights it may have against the Hirer) by notice in writing to the Hirer to rescind any contract between The Company and the Hirer in any or all of the following circumstances:

- (a) if any sum due and owing by the Hirer remains unpaid after falling due;
- (b) if the Hirer be in breach of any condition of hire;
- (c) the Hirer (being an individual) enters into a voluntary arrangement or if a petition is presented making a bankruptcy order against him/her or if (being a company) an application or order is made or a resolution passed for the winding up or liquidation of the Hirer.

38. Keys

The Hirer agrees that any access key(s)/magnetic cards (which always remains the property of The Pavilion) shall be returned immediately to the Trustees on demand. Hirers using the Pavilion for one off events must return the access key(s)/cards to the Booking Secretary (or other Trustee) within 24 hours of completion of the hiring period.

Note: an Operations Log Book is held in the kitchen for Hirers to draw to the attention of The Trustees any unusual occurrences which have occurred or been observed during the booking period (eg lights not working, any issues of cleanliness). The Book will normally be viewed weekly by the Caretaker or by a trustee.