



Bow Brickhill Parish Council

Pavilion Hire - Conditions of Hire

Date of Approval:	03/10/23
Date of Review:	Annually

Please note – The hirer is to supply black bags/pink sacks, washing up liquid, dish cloths, tea towels etc as required as these are not supplied within the hire.

Bookings, Cancellations & Refunds

1. All Bookings, Cancellations & Refunds must be made in accordance with the Booking, Cancellation & Refund Policy;

Purpose of Hire

2. The Hirer shall not use the facility for any purpose other than the purpose stated in the use on the booking form and approved in advance by the Council.
3. The Hirer shall not sublet or assign the benefit of any permission granted by the Council to use the Pavilion facility, without prior written approval of the Council.
4. The Hirer shall not cause or permit any part of the hired facility to be used for, any unlawful or illegal activity.

Permitted Hires

5. The Pavilion is available for hire for the following purposes:
 - Indoor sport and recreation
 - Community events
 - Celebrations¹
 - Meetings & gatherings

Hire Exclusions

The following exclusions apply:

- No articles of an inflammable, explosive, dangerous, noxious or offensive nature may be brought into the facility
- No use of BBQs
- No broadcast or television performance, either live or recorded
- No fireworks
- With the exception of guide dogs, no animals will be allowed on the premises

¹ The Pavilion is not available for hire to non residents for 13-21 year old birthday parties

Capacity

6. The maximum capacity of the premises is 99 persons²
7. Seated capacity in the Main Hall is 90
8. The Hirer must ensure that these figures are not exceeded at any point during the hire

Premises

9. Hire of the Pavilion incorporates use of the hall, toilets and veranda only
10. All external facilities, including the recreation ground, play area, external public seating and car park are available for public use. The Hirer must not seek to prevent public access to these areas
11. The sport pitches and changing rooms are hired out separately. Neither hirer shall seek to restrict or disrupt the other hire
12. In the event of any occurrence necessitating temporary closure of all, or part, of the facility hired, the Hirer agrees that the Council shall not be liable for any loss or claims arising from such closure.

Hire Times

13. The pavilion is available for hire during these times³:

Weekdays (Monday-Friday)	6.30pm – 11.00pm
Weekends and Bank Holidays	8am – midnight

14. All music and/or dancing will cease by 11.00pm in order to comply with the Indoor Entertainment Licence.
15. The Hirer must ensure that the facilities are vacated on or before the end of the hire session.
16. Should the time be exceeded, the Council reserves the right to levy a surcharge based on double the hourly charge rate.
17. The barrier to the Car Park will be locked at the end of the hire session. Any cars not removed before this will be available for collection the following day from 8am.

Insurance

18. Bow Brickhill Parish Council has Public Liability Insurance in place. A copy of the certificate is displayed in the reception area.
19. When the Hirer is a company, organisation or group, the Hirer is responsible for arranging suitable insurance cover for all risks arising from the hire and to provide evidence of the insurance to the Council upon booking. The Hirers Public Liability Insurance cover must be at least to the value of £2m.
20. The Hirer shall therefore, in the event of any incident, indemnify the Council from and against any action, claims, costs, demands and proceedings, howsoever arising out of, or in connection with, or incidental to the use of the Pavilion facility during the period of hire, including any breach of any condition of hiring contained herein and including the injury of any person, or loss of, or damage to any property within the facility (except that arising from negligence as defined in Section 1(i) of the Unfair Contract Terms Act 1977).
21. When the Hirer is an individual the council has Hirer's Liability cover.
22. Bouncy Castles: the use of Bouncy Castles is not covered under the councils Hirer's Liability insurance. The use of Bouncy Castles at the premises must be referred to the Council for prior approval. If use is permitted, the Hirer must ensure that the supplier of the Bouncy Castle confirms that insurance for all liabilities associated with this use is covered under their insurance.

² These figures include event organiser, participants, suppliers, contractors etc any suppliers you may have on site at the same time.

³ The Pavilion is hired out during the week to a nursery / child care provision.

Health & Safety

23. All Hirers are responsible for the health and safety of their event, first aid provision, emergency evacuation procedures and risk assessments.
24. The Hirer must report any accident involving injury to members of the public to the Parish Clerk as soon as possible and complete the relevant section in the Accident Book (which is located in the kitchen next to the First Aid Box).
25. Fire exits must be kept clear at all times. Doors to main entrance must be kept in the unlocked position during hire periods.

Licences

26. The Hirer shall ensure compliance with all relevant legislation, orders and regulations and in particular those relating to:
 - music, singing and dancing,
 - supply and sale of liquor
 - gaming, betting and lotteries
 - collections
27. Copies of all licences must be provided to the Council and must be available at all times during the event.

Equipment

28. All internal equipment supplied by the Council must be used responsibly and can only be used within the facility and for the purposes intended.
29. On arrival the Hirer should check that the Pavilion is in a fit state for hire. Hirers are required to report any faults or damage prior to their event to the caretaker or the Clerk on 07904 339391, leaving a message if necessary. In the event that an appliance is not working correctly or appears unsafe in any way, then it must be withdrawn from use immediately. If problems are not discovered until after your event you may lose some or all of your deposit.
30. Any damage as a result of the hire to Council property or equipment must be reported to the Parish Clerk as soon as possible and within 24 hrs of the hire. The hirers deposit will be used to rectify any issues arising from the negligence of the hirer.
31. Any portable appliance brought onto the premises by the hirer must be maintained at all times to ensure safety and must carry an 'in date' PAT test label.
32. The use of adhesive tape and drawing pins is prohibited anywhere in the building in order to avoid damage to the walls/paintwork.
33. No alterations or additions shall be made to the premises without the written consent of the Council and any such work shall be at the hirer's cost and to the satisfaction of the Council
34. No advertising or publicity material shall be displayed inside or outside of the building without prior approval of the Council
35. The Hirer must not leave belongings or equipment on the premises without prior consent of the Parish Council. Any belongings left without prior approval will be treated as abandoned and will be disposed of by the Parish Council. Any items left in the building with approval are left at the owner's risk. Users must use only allocated storage space

Leaving

36. Hirers must leave the premises clean and tidy, including:
 - Wipe all tables used and replace where found
 - Disinfect high traffic areas such as door handles
 - Return all chairs to the chair storage cupboard
 - Sweep floor, wipe up and mop wet or sticky areas
 - Check toilets are clean, flushed and floor is mopped

- Bag all rubbish and put in bins provided in Car Park area. *Please do not put rubbish into the Council litter bin on the field as this is emptied infrequently and can lead to problems in hot weather.*
 - Remove bottles and larger items such as boxes into the outside bin
 - Wash up any crockery used and replace under counter.
37. All cleaning and tidying up must be carried out during the hire period.
38. **The Hirer is to supply black bags/recycling sacks, washing up liquid, dish cloths, tea towels etc as required, as these are not supplied within the hire.**
39. The Hirer is to ensure that any litter outside of the premises as a result of the hire is picked up and disposed of correctly.

Neighbours

40. Hirers must not cause annoyance or nuisance to local residents by the playing of loud music
41. The Hirer is to ensure that people leave the event quietly to minimise disturbance to neighbours.
42. After 8pm all windows facing the road must remain closed.

Fees and Charges

43. Please see the current schedule of fees and charges
44. A deposit of £250 is payable for all events. The council will deduct all or part of the deposit should the terms and conditions of hire not be adhered to.

Parking

45. The Hirer shall be responsible for the control of all motor vehicles belonging to the Hirer or any other user of the facility under hire by the Hirer, within the grounds of the facility.
46. Vehicles must be parked only in designated parking areas.
47. The Council do not accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.

General

48. The Hirer acknowledges the right of the Council and its duly authorised personnel to enter the facility at any time during the period of hire should there be concerns that there may be a breach of the conditions of Hire or any other health and safety concern.
49. Notwithstanding any contractual arrangement with the Hirer, the Council reserves the right of absolute discretion to refuse, or direct the Hirer to refuse, admission of, or to evict any person from the facility without stating any reason therefore and shall not be liable for any compensation to the Hirer arising from such exclusion.
50. The Council reserves the right to modify any of these Conditions, or to impose Special Conditions where the nature of an application, in the opinion of the Council, so demands.
51. The Council reserves the right to cancel or terminate any bookings if the Hirer breaks any of the Terms or Conditions.
52. The Council reserves the right to refuse any bookings at its discretion.
53. The Hirer must comply at all times with the terms and conditions of hire
54. Failure to do will result in the forfeit of the refundable deposit in whole or part.

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Disclaimer

Bow Brickhill Parish Council, its Members, Officers and staff, accepts no liability for any consequential infection or loss incurred arising from use of the Premises as a result of failure, jointly and severally, by the Hirer and group/class members and/or guests, to comply with the Terms and Conditions and Public Health (Coronavirus Covid-19) regulations set out herein.