

# **THE COMMUNITY PAVILION LLANFAIR WATERDINE MANAGEMENT COMMITTEE**

## **TERMS & CONDITIONS OF HIRE**

Agreements with the members of The Community Pavilion Llanfairwaterdine management committee ("**the Pavilion**") for the hire of The Community Pavilion or any part thereof ("**the Premises**") are subject to these Terms and Conditions of Hire ("**the Hire Conditions**").

### **1 Undertaking of the Hirer**

**The Hirer undertakes** to ensure he/she has an understanding of the Hire Conditions for the time being in force

### **2 Supervision by the Hirer**

**The Hirer undertakes** to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licenses

### **3 Responsibility of the Hirer**

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

- Ensuring that the number of people using the Premises does not exceed that permitted for the Pavilion under the Premises Licence for the purpose of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire
- 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 by use of the keys supplied.
- The behavior of all persons using the Premises, whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway or access road
- All windows and doors must be closed after 9.30pm
- Ensuring no excessive noise occurs, particularly late at night, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of The Community Pavilion Management Committee on the occasion of a special event or hire agreed to by The Community Pavilion
- Ensuring that NO animals whatsoever enter the kitchen at any time

- Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises

#### **4 Fire Regulations**

**The Hirer shall:**

- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to The Community Pavilion.
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises have to be evacuated
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

**The Evacuation Meeting Place is by the car park gates** No person may re-enter The Pavilion without the permission of the Fire Brigade.

#### **5 Use of Premises**

**The Hirer shall not:-**

- sub-let or use the Premises for any purpose other than that described in the Booking Form
- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs on the Premises or allow smoking in the Building

#### **6 Car Parking**

We are asking for all cars to be parked on the gravel car park, for large events the field will be available as an overflow car park.

#### **7 Authority required by the Premises Licence to supply alcohol**

Under no circumstances may alcohol be supplied or consumed on the Premises without the specific written authority of the The Llanfair waterdine Community Trust under the Premises Licence. Alcohol may not be served to any person under the age of 18 years.

- Alcohol can only be consumed on the Pavilion patio within the licensed area (marked out)
- Alcohol can not be consumed on the patio after 9.30pm

## **8 Compliance with legislation relating to children or vulnerable adults**

**The Hirer shall** ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies** are the responsibility of the **Hirer**.

## **9 Compliance with other relevant legislation**

**The Hirer shall** ensure that the users:

- Do not contravene the ***law relating to gaming, betting, and lotteries***
- Comply with all conditions and regulations required by the ***Licensing Act***, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

## **10 Indemnity**

**The Hirer shall** indemnify and keep indemnified each of the management committee of the Pavilion and their employees, volunteers, agents and invitees against:

(a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises

(b) against all actions, claims, and costs of proceedings arising from any breach of the Pavilion Conditions

(c) all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by **the Hirer**

As directed by the Pavilion, **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

## **11 Insurance**

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity)

## **12 Accidents and Dangerous Occurrences**

**The Hirer must** report all accidents involving injury to the public to an authorised representative of the Pavilion as soon as possible, and complete the relevant section in the Pavilion's Accident Book. Any failure of equipment, either that belonging to the Pavilion, or brought in by **the Hirer** must also be reported as soon as possible

## **13 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, by sale or otherwise on such terms and conditions as it thinks fit, and charge **the Hirer** daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **14 No alterations**

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Pavilion. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the Pavilion remain in the Premises at the end of the hiring and become the property of the Pavilion or, be removed by **the Hirer**. **The Hirer must** make good to the satisfaction of the Pavilion any damage caused to the Premises by such removal. Decorations may be hung using the provided hooks. No Blu-tack, drawing pins or adhesive tape may be used.

## **15 Cancellation by the Hirer**

If **the Hirer** cancels the booking before the date of the event and the Pavilion is unable to conclude a replacement booking, the Pavilion may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

## **16 Cancellation by The Community Pavilion Management Committee**

The Pavilion 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 consider that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or

c ) 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.

### **17 Interpretation**

In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.

Created March 2021