

## Terms & Conditions of Droxford Pavilion Hire

These terms and conditions, along with the annexed Application for Hire form, are entered into between Droxford Parish Council ('**The Council**') and the individual or organisation stated at the end of this Agreement ('**The Hirer**') for the purposes of hiring the Pavilion.

The following definitions shall apply to this Agreement:

**Hirer:** any society, association, club, community group or individual proposing to hire the pavilion

**Pavilion:** the building located at Droxford Recreation Ground, Park Lane, Droxford, SO32 3QR

### 1. Bookings

1.1. Enquiries about bookings may be made through the Parish Clerk:

- Telephone – 07720 092072
- E-mail – [clerk.droxfordpc@gmail.com](mailto:clerk.droxfordpc@gmail.com)

The Parish Clerk is responsible for ensuring that Droxford Cricket Club always has priority for use of the pavilion in accordance with the terms of the Leasing Agreement dated February 2022.

1.2. All applications for hire of the Pavilion must be made in writing to the Parish Clerk on the Council's official Application for Hire of Pavilion form at Appendix 1.

1.3. The Council reserves the right to refuse any application.

1.4. At the time of entering into the Agreement, the Hirer must notify the Council of the name, address and telephone number of the individual who will be personally responsible for the obligations of the Hirer under this agreement. This person must be 18 years of age or older.

1.5. All bookings will be subject to a deposit of £100 and a hire fee.

### 2. Use of the Pavilion

2.1. No part of the Pavilion is to be used for any purpose other than the Purpose of the Hire as stated on the application form.

2.2. No part of the Pavilion is to be used for any unlawful purpose or in any unlawful way.

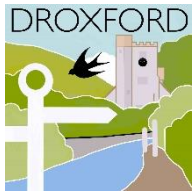
2.3. With the exception of guide dogs, no animal is to be brought into, or allowed to enter, the Pavilion.

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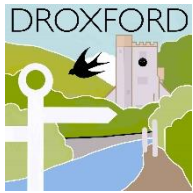
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- 2.4. All persons using the Council facilities shall behave in a manner that does not cause injury, damage, nuisance or annoyance to property, local residents, or other users of the Recreation Ground.
- 2.5. The Hirer will be responsible for thorough cleaning of the Pavilion on completion of the period of Hire and will be charged for any additional cleaning that the Council judge to be required as a result of the Hirer's use of the Pavilion at a rate of £20 per hour, and for any damages or breakages caused during their use. This sum will be deducted from the deposit.
- 2.6. Any defects of material or equipment must be reported to the Parish Clerk immediately upon discovery.
- 2.7. It is against the law to smoke in any Council premises, including the Pavilion. The consumption of alcohol on the premises is strictly forbidden, except by permission of the Council in writing. The Hirer is responsible for enforcing this and will be accountable for fines.
- 2.8. During the period of the booking, the Hirer is responsible for the efficient supervision of the Pavilion including:
  - 2.8.1 the effective control of children;
  - 2.8.2 the orderly and safe admission/departure of persons to/from the Pavilion;
  - 2.8.3 the orderly and safe vacation of the Pavilion in case of emergency;
  - 2.8.4 the safety of persons within the Pavilion;
  - 2.8.5 the preservation of good order and decency in the Pavilion; and
  - 2.8.6 ensuring that the Pavilion doors are left unfastened and unobstructed and immediately available for exit in the event of fire or other emergency.
- 2.9. The Hirer is responsible for complying with the maximum number of persons to be admitted to the Pavilion at any one time as stated on the booking form.
- 2.10. No lighting, heating, power or any other electrical fittings or appliances in the Pavilion are to be altered, moved or in any other way interfered with.
- 2.11. Under Food Hygiene Regulations kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities, for catering purposes, the



Hirer is responsible for food safety and hygiene and should comply with current food safety legislation.

- 2.12. The Council will not be held responsible or liable for the hygiene of any food prepared on or off the premises.
- 2.13. The use of barbecues within the Recreation Ground or around the Pavilion is not permitted without the written permission of the Parish Council and no fireworks or Chinese lanterns are allowed.
- 2.14. At the end of the booking, the Hirer is to leave the Pavilion in the condition found at the beginning of the booking. This will include removal of all equipment brought in by, or on behalf of, the Hirer, removal of all litter from the Pavilion for off-site disposal and thorough cleaning of all areas.
- 2.15. All lights and appliances used must be turned off at the end of the booking and the building must be properly secured.
- 2.16. All keys issued by the Council, in connection with a hire session, are to be returned promptly at the end of the hire period. The Hirer will be required to pay for the replacement of any keys not returned within 24 hours.

### **3. Payment of Charges**

- 3.1. All fees and charges are levied according to the rate applicable on the date of the hire session, and not the date of making or confirming an application for hire.
- 3.2. The Hirer must adhere to the times of booking as stated on the application form, and must ensure that the facilities are vacated on or before the end of the agreed hire session. Should the time of hire be exceeded, the Council reserves the right to levy supplementary charges.
- 3.3. Hirers are required to pay the full amount (hire fee and deposit) when returning their booking form. Non-payment of fees and charges due, will render the hire session subject to cancellation by the Council, at its discretion. The deposit will be returned by the Clerk after subtraction of any charges due under 2.5 and 3.2 above and 7.1 below.
- 3.4. All fees and charges shall be payable by electronic transfer to the Parish Council's account.

### **4. Cancellations**

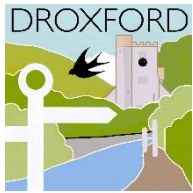
- 4.1. The Hirer must give seven (7) days written notice of cancellation of their booking, to the Council, in order to be eligible for a credit or refund.
- 4.2. If such notice is given less than seven (7) days before the period of hiring, the Council may retain the deposit and hire fees paid.

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4.3. The Council may cancel the booking in connection with, but not limited to:

4.3.1. essential safety or operational reasons, and

4.3.2. unforeseen circumstances requiring the wider public use of the building.

4.4. The Council will give the Hirer as much notice of a cancellation as is practicable and will refund the fee in full.

## **5. Indemnity and Insurance**

5.1. The Council does not accept liability for any damage to, or loss of, any property or articles placed or left in or on the Pavilion or Recreation Ground.

5.2. The Council does not accept liability for any loss suffered by the Hirer as a result of any booking cancellation or unforeseen non-availability of the facilities.

5.3. The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the users of the facilities.

5.4. The Council will not accept liability for any personal injury or loss of life howsoever caused to any users of the facility, unless resulting from negligence on the part of the Council.

5.5. A Hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the Pavilion and/or facilities, without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which Droxford Parish Council may have against the Hirer.

## **6. Regulations**

6.1. The Hirer must comply with all conditions and regulations made in respect of the Pavilion by the Fire Authority. A copy of these conditions and regulations will be on display within the Pavilion, and a copy may be provided to the Hirer on request.

6.2. The Hirer must comply fully with such additional measures as may from time to time be imposed by external authorities (e.g., Covid-19 regulations).

## **7. Equipment & Decoration**

7.1. The Council reserves the right to charge Hirers for the replacement of lost/stolen/damaged equipment.

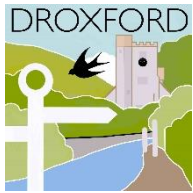
7.2. No equipment of any sort may be stored in the Pavilion by Hirers unless otherwise agreed in writing with the Parish Clerk. Any such property shall be stored entirely at the risk of the

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owner, and the Council shall not accept responsibility for any loss of, or damage to, any equipment or property stored.

- 7.3. No nails, screws, pins or other similar objects are to be driven into any part of the Pavilion, nor any adhesive substance attached to it.
- 7.4. No posters, boards, pictures, signs, flags or other emblems or advertisements are to be displayed inside or outside of the Pavilion without the previous written consent of the Council. Any items displayed without permission may be removed.
- 7.5. No additional lighting, heating, power or any other electrical fittings or appliances are to be installed or used without the prior written consent of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector. An additional charge may be payable for any items that are permitted.
- 7.6. The Hirer may not hold or store controlled substances or other chemical agents on the premises.

## **8. Right of Entry**

- 8.1. The Council reserves the right for duly authorised members or officers of the Council to enter the Pavilion at any time for any authorised purpose.

## **9. Vehicular Access to the Pavilion and Car Parking**

- 9.1. In order to minimise damage to the grassed area of the Recreation Ground, vehicular access to the Pavilion must be strictly limited. Any requirement for vehicular access by the Hirer must be stated in the Application for Hire and approved by the Parish Council.
- 9.2. All other vehicles must be parked within the Recreation Ground car park or other public parking spaces within the village.
- 9.3. The cost of repairing any damage resulting from vehicles driving or parking on grassed areas will be deducted from the deposit.

## **10. Gambling**

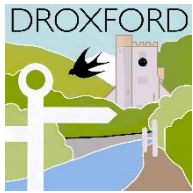
- 10.1. The Hirer is not to permit any sweepstake, raffle, tombola or other form of lottery to take place within the Pavilion except a lottery:
  - 10.1.1. which is lawful under the Lottery and Amusements Act 1976, and
  - 10.1.2. for which the prior written consent of the Council has been obtained, and

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10.1.3. which is conducted strictly in accordance with the relevant statutory provisions.

**11. Complaints**

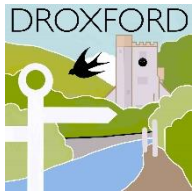
11.1. Any complaint arising out of the hiring must be made in writing to the Council within seven (7) days after the end of the period of hire.

**I, the Hirer, have read and agreed to the Terms & Conditions of Pavilion Hire**

**Signed:** .....

**Print:** .....

**Date:** .....



**APPENDIX 1 TO DROXFORD PAVILION HIRE AGREEMENT**

**Application for Hire of Droxford Pavilion**

Name of Hirer:	
Address of Hirer:	
Hirer Contact Details (Telephone and email):	
Purpose of Hire: (please include the number of people attending and note the maximum to be admitted at any time)	
Will vehicular access be required	YES / NO
Date(s) of Hire:	
Confirmation of payment of deposit and hire fee	
Have you received the Terms & Conditions of Droxford Pavilion Hire?	YES, and I have read, understood and agree to the terms / NO (Please note that the Pavilion cannot be hired until the Terms and Conditions have been received and signed.)

Signed: .....

Print: .....

Date: .....

**The completed form must be forwarded to the Parish Clerk.**

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