

## Stedham Pavilion Terms and Conditions of Hire

**Please read these terms and conditions carefully. Your signed agreement is a statement that you have understood and accepted them and that you assume responsibility for the booking and the Pavilion during your hire period.**

### **1. Booking conditions**

- a) All applications to rent the Pavilion must be made to the Administrator or other committee member of the Stedham Sports Association (SSA), and a booking form, with appropriate fee, completed and submitted. The SSA reserves the right to refuse any application.
- b) No booking is confirmed until a deposit or the full hire fee has been received and you have received a receipt as full confirmation. A refundable security deposit may be required from you. This will be raised when you make the booking. We reserve the right to request a security deposit or decline future booking requests if the Pavilion is not left to the required standard.
- c) The Hirer must be 18 years of age or over and must be present during the entire hire period. The Hirer is responsible for the supervision of the premises, protecting its fabric and contents from damage however slight, and for supervising the behaviour of all persons using the Pavilion, in whatever capacity.
- d) Where use of premises involves minors, or other vulnerable persons, the Hirer is expected to provide a suitable qualified adult who will be responsible for ensuring the safety and protection of their charges.
- e) The Hirer shall not use the premises for any purpose other than that described in the hire agreement, shall not sub-hire the premises, or use the premises or allow the premises to be used for any unlawful or unsuitable purpose. Similarly, the Hirer shall not do anything or bring onto the premises anything which may endanger the premises.
- f) The Hirer must ensure that no nuisance is caused to any neighbours of the Pavilion and must take responsibility for any such nuisance. It is the responsibility of the Hirer to eject any person misbehaving or causing trouble of any description.
- g) The Hirer is responsible for compliance with current Health and Safety regulations, the current Licensing Act, the Pavilion User's Instructions document to be found on the premises and these conditions of Hire during the period of hire.
- h) In the event of the Hirer failing to observe these Terms and Conditions, the Stedham Sports Association shall be at liberty, notwithstanding payment made in advance, to enter the premises and terminate the function. In this event the hirer will not be entitled to recover any charges or compensation from SSA.
- i) For the hire of the Pavilion for weddings or other social gatherings, the hire does NOT include the use of any of the sports facilities.
- j) No marquees, awnings, bouncy castles or other equipment to be delivered or erected more than 48 hours prior to the scheduled event.
- k) Access to the sports ground is restricted to the period from 08.00 until 23.00, to respect the village community.

### **2. Insurance and Indemnity**

- a) The Hirer is responsible for all damage to the building, equipment, furniture and property in the building and the safety and well-being of themselves and their invitees during the period of hire.
- b) The Pavilion's insurers provide cover for those that use the premises for private or social purposes so long as they act responsibly and comply with the terms and conditions of hire. Details of the insurance cover may be provided on request.
- c) Commercial users (defined as individuals, groups or organisations that use the building for financial gain) are not covered by the policy and must arrange their own insurance.
- d) All commercial users must have public liability cover of at least £2,000,000 and must produce up to date evidence of their cover when booking. Additionally regular commercial users must provide the Booking Secretary with updated evidence of their cover at each renewal of their policy.

- e) All Hirers (private and commercial) must ensure that sub-contracted activities such as mobile discotheques, professional entertainers and bouncy castle providers are fully insured and have public liability cover of at least £2,000,000 for their operation.
- f) The SSA accepts no liability for equipment brought into the premises by Hirers or to vehicles parked at the premises.

### 3. Hiring Charges

The current rates can be found on the website [www.stedhampavilion.co.uk](http://www.stedhampavilion.co.uk) or a copy can be obtained from the booking secretary.

### 4. Cancellation Charges

- a) Cancellation charges will apply to all bookings cancelled by the Hirer within one month of the date of the booking but may be waived at the discretion of the SSA Committee for cancellations of greater than one month's notice.
- b) The cancellation charge will be 25% of the hire charge if cancelled up to a week prior to the booking date, or 50% if cancelled within a week of the booking date. The hire charge, less any deductions, will be returned to you along with a receipt.
- c) The SSA reserves the right to cancel any booking in the event of the premises being required as an emergency shelter or becoming unfit for the use intended by the Hirer. In such circumstances the Hirer will be entitled to a full refund of any payments already paid, but the SSA cannot be held liable for any loss of potential income by the Hirer.
- d) In the event of circumstances beyond the control of the SSA, such as power failure, there will be no refund of the booking fee. In addition the Pavilion cannot be held liable for any loss of potential income by the Hirer in such circumstances.

### 5. Collection of Keys

- a) The collection and return of the keys would be arranged with a member of the SSA Committee.
- b) Please note that the keys can only be released for the time(s) and date(s) stated and not earlier. The hire period is the **total** time of your booking; you must ensure that you allow sufficient time for preparation and clearing up in your hire period.
- c) All keys to the SSA buildings **MUST** remain on site at all times.

### 6. Smoking

The Hirer must ensure there is no smoking inside the building or within 15 metres of the premises.

### 7. Alcohol licence

- a) The Pavilion has an alcohol licence and consumption of alcohol by adults as part of your function is permitted.
- b) The bar is only operational on request at booked functions and sporting fixtures, from 12.00 – 23.00
- c) An alcohol licence **MUST** however be applied for if you intend to offer alcohol for sale at your function. You must make it clear at the time of your booking enquiry that alcohol will be on sale, so that the necessary licence can be issued to you.
- d) The Licensing Act expressly prohibits disorderly behaviour and the supplying of alcohol to a person who is drunk or under age. The SSA has the right to foreclose the hiring if these conditions are breached.

### 8. Music licence

We are licensed to allow music to be played, but any music **must cease by 23.00**. Failure to do so constitutes a breach of your hire agreement.

### 9. Car Parking

- a) Cars may be parked at the owners' risk in the car park outside the Pavilion. The Committee is not responsible for any loss or damage to any car so parked.
- b) Access to emergency exits, including the main doors, shall not be obstructed at any time.
- c) Access is via the roadway only - NOT across the grass.

#### **10. Maximum Capacity of Premises**

The maximum number of persons permitted in the Pavilion at any one time shall not exceed:

- 90 when used for functions with seating at tables
- 150 when used for functions using both the inside and outside space

#### **11. Food, Health and Hygiene**

- a) Responsibility for the safe food care of foodstuffs brought to the Pavilion rests with the Hirer.
- b) Hirers are responsible for ensuring that all stages of the preparation and serving of food meet safe and legally required standards.
- c) Anyone selling food that has been cooked on the premises must hold the relevant food hygiene certificates.

#### **12. Equipment Restrictions and Conditions**

- a) The Hirer will not remove, or allow to be removed, any pictures, photographs or other objects from the walls of the building.
- b) Nails, drawing pins, sellotape and Blu-Tack must not be used on the walls or woodwork.
- c) The building, interior walls or fittings must not be defaced or injured in any way.
- d) The use of Pavilion equipment such as tables, chairs, crockery and glasses are for use inside the hall and not for use outside the building. Additional charges for cleaning will be incurred if any such equipment is used outside.
- e) At the end of the hire period, all equipment must be returned to its correct place and any equipment, notices or decorations brought into the Pavilion by the Hirer or their representatives must be removed.
- f) No alterations or additions to the premises may be made and any external decoration must have prior written approval.
- g) The Hirer must ensure that no flame or smoke is allowed into the Pavilion as this will set off the fire alarm system.
- h) Should any damage be done to the building, furniture, fittings or equipment, the costs of making good repairs or replacement of the same shall be met by the Hirer.

#### **13. Fire and Safety Precautions**

- a) The Hirer must familiarise themselves with the Pavilion's Fire and Safety Precautions, which include the locations of fire-fighting appliances. The Precautions are displayed on the notice board in the Pavilion and included with the Booking Form; the Hirer must sign to acknowledge that he/she has received and understood this documentation
- b) The Hirer must ensure that access to all emergency exits are kept clear at all times.
- c) In the event of the fire alarm sounding, evacuate all persons to the meeting point designated in the fire and safety precautions, and raise the alarm using an external telephone.

#### **14. Electrical Appliances and Circuits**

- a) Any electrical equipment brought to the premises by the Hirer must have a current PAT certificate. If a disco is to be used, a copy of the relevant insurance must be give to the SSA.
- b) Electrical circuits are protected by circuit breakers, located in the electrical cupboard. Sockets must not be overloaded or defective appliances connected. **Users are not permitted to interfere with the circuits by changing light bulbs, starters or fuses.**

- c) The temperature in the Pavilion is regulated by thermostats. Hirers are NOT permitted to alter any boiler or radiator settings.

#### **15. Clearing Up**

- a) Clearing up after an event should be completed before midnight unless additional clearing up time has been booked and paid for on the following day. We ask for your consideration for the local residents.
- b) Please ensure that you leave the Pavilion in a clean and tidy condition for the next hirer. **All rubbish must be taken away by the Hirer.**
- c) Any surplus food must be removed from the fridge.
- d) The water heater and cooker in the kitchen should be switched off at the wall.
- e) All crockery, glassware and kitchen equipment must be washed and put away.
- f) The dishwasher must be emptied, drained and cleaned, and should be switched off at the wall.
- g) All windows should be closed and all external doors locked.
- h) Before leaving the premises, the Hirer is required to complete the check list attached to the Booking Form, sign it and return it with the key. Failure to comply will mean the SSA will not return the deposit.

#### **16. Faults & Damage**

- a) Please report any faults or damage to the bookings secretary as soon as possible so that they can be rectified quickly.
- b) To report or seek advice about a major problem please ring the emergency number in the User Manual.

#### **17. Accidents and Dangerous Occurrences**

- a) The Hirer must report all accidents involving injury as soon as possible to a member of the SSA Committee and complete the relevant section in the Pavilion's accident book.
- b) Any serious accident must be reported immediately using the emergency number in the User Manual.

#### **18. Disclaimer**

- a) The SSA Committee accepts no liability for the property of any organisation or person whilst in the Pavilion or stored on the premises. All items are brought into the Pavilion at the owner's risk. Lost property will be placed in the storeroom and disposed of after three months.
- b) The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.