

# Rackheath Sports Pavilion – Terms and Conditions of Hire

## 1. DEFINITIONS

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Rackheath Sports Park & Pavilion as stated on the Booking Form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Rackheath Community Council as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Facilities Co-Ordinator should immediately be consulted.

## 2. CONDITIONS OF HIRE

In consideration of the Hire Fee detailed on the Booking Form, Rackheath Community Council agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the Booking Form. All details inserted in the Booking Form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below. The hirer must not breach any of these Conditions of Hire.

The hirer should be aware that only the premises may be reserved exclusively for private use. The recreation ground is a public facility and/or available for separate hire distinct from the hire of the premises. Private hire of the premises also excludes access to and use of the bowling green and MPSA (Multi-Purpose Sports Area). The hirer shall not be a person under 18 years of age. The Pavilion is a community facility and is available for everyone to use. The Council does not permit exclusivity of booking for any type of activity, business or person.

Hirers running large scale events should give consideration to the management of traffic and seek to put in place a marshalling system to ensure the safety of it’s clients and the public.

## 3. PAYMENT

Fees for the hire of the premises must be paid at least 1 calendar month in advance, or in the case of block and/or regular bookings, by arrangement with the Rackheath Community Council and shall be payable at the rate in force at the time of hire.

A booking confirmation is not confirmed until:

For “one-off” events – a booking form has been completed, submitted and payment has been taken.

For block and/or regular bookings – a booking form has been completed, submitted and confirmation received.

In the event of a cancellation, the hiring fee will not be returned unless the cancellation is made more than 1 calendar month prior to the date on which the event was due to take place. See Hire Rates for cancellation fees.

Where a booking is cancelled by Rackheath Community Council, for any reason beyond the hirer’s control, the hiring fee and deposit will be refunded but Rackheath Community Council will not be responsible or liable to pay any compensation.

For private hire events a damage deposit of £200 is payable 1 calendar month prior to the event, by cheque or cash in a sealed clearly marked envelope only, which will be returned after 7 days of the period of hire, subject to the premises having been left in a clean and tidy condition and the conditions of hire having been followed. At the end of the period of hire the hirer shall remove any rubbish or property belonging to the hirer, their agents or guests. The hirer will pay any expenses incurred by Rackheath Community Council in removing such items or for additional cleaning costs. For regular bookings any damage will be invoiced separately. A list of charges is included in the hire rates information.

We reserve the right to impose a late payment fee of £3.00 for the first month, then £6.00 for the second month. Any invoices £100.00 and over may incur a charge of 10% of the invoice value. After this the building keys will be withheld until the outstanding balance has been settled.

#### **4. USE OF PREMISES**

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful or unsuitable 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 written permission.

No equipment shall be moved or removed from the premises except by arrangement with Rackheath Community Council.

No electrical appliances shall be used at the premises unless they have a valid PAT certificate.

No nails, screws or pins or other objects shall be driven into or adhesives fixed to the walls, floors, ceilings, fixtures or fittings and no decoration of any kind shall be put up without the express permission of Rackheath Community Council.

The hirer or their agents and guests shall not alter or tamper with the heating and lighting systems of the premises. Hirers are requested to turn off any switches that they turned on at the beginning.

The hirer or their agents and guests shall be confined to those rooms as agreed on the booking form.

Hirers are requested to keep the noise level, especially of live and/or recorded music, at a reasonable level to avoid disturbing nearby residents. Any amplified music must finish 30 minutes before the end of an evening hire period and the premises vacated by the agreed time. Failure to conform to this condition will result in the hirer's deposit being retained.

The Hirer or their agents and guests must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so in the designated smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Rackheath Community Council. No animals whatsoever are to enter the kitchen at any time.

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

The use of candles and smoke machines within the premises are strictly prohibited.

Use of bouncy castles is permitted in the hall and the grassed area to the rear of the hall. These must be hired from a reputable company who hold the legally required insurances. Hirers will arrange for a copy of the company's insurance documents to be supplied to the Council prior to hire and this will form part of the booking process. Until the Facilities Co-Ordinator has received this paperwork, access details for the hire will not be provided.

#### **5. STORAGE**

There is limited storage within the Pavilion building and users should remove all items between and following hire periods.

Regular hirers may request to use the Storage Container adjacent to the Pavilion with the agreement of the Council, but this is a shared facility and the Council will take no responsibility for the safe storage of items therein. In the event of shared storage, hirers should keep their own equipment tidy.

#### **6. PARKING**

Vehicles should not be driven or parked on the grassed areas of the playing field except by express permission of the Council.

Additional Parking is available at the rear of the Pavilion and hirers should ensure this area is used for parking when needed.

## **7. KITCHEN FACILITIES**

Use of the kitchen facilities are included in the hire of the Function room only.

When the kitchen facilities are to be used, all appliances, sinks, cupboards, worktops and floor must be left in a clean and tidy condition.

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, in particular to dairy products. Perishable foods must be kept refrigerated.

No food or drink shall be left on the premises at the end of the hire period.

All rubbish must be removed from the premises. Bin bags must be taken away or an extra charge for disposal will be made.

## **8. ALCOHOL, DRUNK AND DISORDERLY BEHAVIOUR AND THE USE/SUPPLY OF ILLEGAL DRUGS**

Approval for the consumption of alcohol may be withheld at the discretion of Rackheath Community Council.

Under no circumstances shall alcohol be sold until approval from Rackheath Community Council has been obtained and a copy of the necessary licences have been provided.

Normal alcohol regulations apply. Alcohol is not to be served to guests under 18 years of age.

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.

## **9. FIRE PRECAUTIONS AND FIRST AID**

The Hirer needs to identify a Person in Charge, who will be on site during the hire period. The Person in Charge is responsible for implementing the fire safety plan. An evacuation plan and floor plan will be provided with the hire agreement.

The Person in Charge should ensure that the building has been fully evacuated.

The Person in Charge is responsible for the evacuation of any disabled people or those with ambulant or other impairments that might impede their ability to evacuate safely, who are likely to be present.

The Person in Charge will meet the fire and rescue service on arrival and provide relevant information.

Emergency exits are situated at the rear of the function room, next to the Men's toilets and at the front of the Pavilion.

The Assembly Point is at the far side of the car park at the front of the Pavilion and indicated by an assembly point sign.

Fire extinguishers are situated in the function room, kitchen, and corridors where and what type etc.

A first aid kit is available in the kitchen and in the event of it's use the accident book should be completed and the Council notified of it's use.

## **10. LIABILITIES**

The hirer shall be continuously present on the premises for the period of hire and be responsible for the supervision of the premises, and protection of the building and its contents. Any damage or loss incurred due to the failure of the hirer to fulfil these conditions will be reclaimed from the hirer.

The hirer, for the purposes of holding sessions for which they impose a fee for their clients and provide media and/or music, shall ensure they have the relevant licences for PRS/PPL requirements. When making a booking, the hirers Licence number will be requested to ensure they do not infringe any copyright or performing rights and undertake to indemnify Rackheath

Community Council against any cost, damage or other sums which may be payable as a result of such infringement. This licencing does not apply to private hire bookings.

The hirer will be responsible for:

- Obtaining any necessary permits from the relevant authorities as required for planned activities.
- Ensure all electrical equipment brought into the building carries an up-to-date PAT certificate.
- Ensuring chairs and/or tables are returned to the storage pod and stacked neatly at the end of the hire period.
- Removing all rubbish from the premises.
- Cleaning and sweeping toilets/kitchen/hall as appropriate.

Any damage caused to the structure, fixtures or fittings of the premises and/or any property belonging to the premises provided that the act or failure to act of the hirer, their agents or guests, causes the damage. The hirer shall pay any costs, expenses or other sums incurred in making good such damage.

Rackheath Community Council shall be liable for any action or failure to act which results in personal injury or damage or loss of property except to the extent that such personal injury, death or damage to property occurred due to negligence of Rackheath Community Council within the scope of their authority. The hirer agrees to indemnify Rackheath Community Council against all claims other than those excluded where the cause of action arose during the period of hire, or as a result of the hire.

The hirer will be held responsible for any damage caused as a result of irresponsible behaviour during a hiring. The hirer shall pay any costs, expenses or other sums incurred in order to repair the damage.

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued 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 organisers name and address, and that any discounts offered are based only on the Manufacturer's Recommended Retail Prices.

The hirer may be responsible for locking the building following the hire, failure to do so or loss of the keys will result in a deduction from the deposit of £30 for a call out and an additional £20 per key lost, if required.

## **11. DISPUTES**

In the case of any disputes arising, the decision of Rackheath Community Council will be final.

If there should be any breach by the hirer of any condition contained in this agreement, Rackheath Community Council may terminate the hiring forthwith by notice in writing to the hirer and they shall not be entitled to the return of any part of the hiring fee paid or any compensation arising from the termination of the hire.

## **12. INSURANCE**

In the case of damage to the premises being caused by fire, Rackheath Community Council's fire insurance will deal with the cause and may have the legal right of recovery from the hirer.

In view of the potential liabilities in respect of damage to Rackheath Community Council property, howsoever caused and other liabilities referred to in the Conditions of Hire, hirers are advised to consider arranging liability insurance cover.

The Community Council has a Snow and Ice Plan and will make every effort for the pedestrian path at the front of the Pavilion to be gritted. However, in the event, that it has not been possible for the grit to be laid, hirers are expected to take care when accessing the building.

The Community Council Insurance Certificate is displayed at the Pavilion for information.

## **13. CCTV**

The Pavilion has external CCTV cameras for the purpose of safeguarding it's users and protecting the building and property. Please see separate CCTV policy for further details.