



Pavilion Terms and Conditions of Hire 2025

These Standard Conditions apply to all hiring of the Flamstead Parish Council Pavilion ("The Pavilion"). If the Hirer is in any doubts as to the meaning, please contact the Clerk to the Parish Council or other nominated person ("the authorised officer").

1 Supervision

The Hirer shall, during the period of hire be responsible for supervision of the Pavilion and the contents, their care and safety, and of the behaviour of all persons using the Pavilion during the hire period by the Hirer. This includes the supervision of the car parking arrangements to avoid obstruction of the highway or any nuisance to the village residents. As directed by the authorised officer the Hirer shall make good or pay for all damage (including accidental damage) to the Pavilion or the fixtures and fittings and contents or for the loss of contents. Some wear and tear scuffs to the walls will be tolerated, but charges will be made at the discretion of the Authorised Officer/Parish Council where damage or excessive marks have been made to the fabric of the building.

2 Use of Pavilion

The key(s) should be collected from the authorised officer at the agreed time.

The Hirer shall use the Pavilion solely for the purpose described in the Hire Agreement and shall not sub-hire or use the Pavilion or allow the Pavilion to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Pavilion anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol without the prior written authority of the authorised person. Nor shall the Hirer cause or allow any nuisance to be caused to the neighbours of the Pavilion.

3 Gaming Betting and Lotteries

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

4 Licences

The Hirer shall ensure that it obtains all necessary licences in respect of the supply and consumption of alcohol and a Performing Rights Society licence which permits the use of copyright music in any form e.g. compact disc, tapes, radio, television or any performers in person. If any other licences are required in respect of any other activity the Hirer should ensure that they hold the relevant licence.

5 Payments of Hire Fees

The Hirer shall pay the full hiring fee two weeks prior to the hire date and return the signed Hire Agreement. By signing the hire agreement, the hirer agrees to pay any reasonable cleaning costs and/or replace any damaged part of the Pavilion, its furnishings, fixtures and fittings or any other contents, that may occur during the period of hire.

6 Balloons, banners, posters

The hirer is not permitted to stick, pin, glue or attach any items to the walls, doors, windows or ceiling. Should any damage occur due to this misuse, charges will apply for redecoration and repair and will be deducted from the deposit.

7 Drunk and Disorderly behaviour and Supply of illegal Drugs

The Hirer shall ensure that to avoid disturbing neighbours to the Pavilion and to prevent violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour and excessive consumption of alcohol shall not be permitted either in the Pavilion or in the immediate vicinity. Alcohol should not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly manner or is using abusive or obscene language will be required by the Hirer to leave the Pavilion. No illegal drugs may be brought on to the Pavilion.

8 Bouncy Castle Use

If the Hirer intends hiring a bouncy castle for an event at the Pavilion, please note the following: Hire the bouncy castle from a reputable supplier and follow all guidance as provided by the supplier. The Hirer must be fully insured for the equipment as Flamstead Parish Council is not responsible for any incidents or issues arising from the use of a bouncy castle.

9 Sale of goods

The Hirer shall, if selling goods at the Pavilion, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all foods and services are prominently displayed, and shall show the organiser's/business name and address

10 Cancellation

If the Hirer cancels the booking not less than one week before the Hire Date any Booking Deposit or Returnable Deposit security will be returned. If the Hirer wishes to cancel less than one week before the Hire Date and the FPC is unable to conclude a replacement booking the question of payment or the repayment of the Hire Fee shall be at the discretion of the FPC. The FPC reserves the right to cancel the hiring by written notice to the Hirer in the event:

- a) The FPC reasonably considers that i) the hiring will lead to a breach of one of these conditions, or any legal or statutory requirements, or ii) unlawful or unsuitable activities will take place at the Pavilion because of the hiring.

- b) The Pavilion becoming unfit for the purposes intended by the Hirer;
- c) An emergency requiring the use of the Pavilion for the victims of extreme adverse weather or similar disasters;
- d) All monies paid in advance will be refunded if an event cannot go ahead for a Covid-related reason, whether through illness or a change to the Government guidelines, meaning that no hire can take place or numbers are so limited as to render the party untenable.

In any such case the Hirer shall be entitled to a refund of any monies already paid but the FPC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

11 Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limiting device and comply with any other licensing condition for the Pavilion. **No music shall be played later than 10.00pm Sunday through to Thursday nor later than 11.00pm on Friday and Saturday.**

12 Stored Equipment

The FPC accepts no responsibility for any property brought on to or left at the Pavilion and all liability for loss or damage is excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the Hire Fee per hiring until the same is removed.

The FPC may in its discretion dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same in any of the following circumstances namely: -

- a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage has ended
- b) In respect of any other property brought onto the Pavilion for the purposes of hiring, or failure by the Hirer to remove the same within 7 days after the Hiring.

13 End of Hire

The Hirer shall be responsible for ensuring that the kitchen is left in a clean and tidy condition and all contents crockery and utensils and other kitchen equipment used or temporarily removed from their usual positions are properly cleaned and correctly replaced, otherwise the FPC reserves the right to make an additional charge. Any damage (other than fair wear and tear) should be reported to the authorised officer at the end of the hire. At



the end of the hiring the Hirer is **responsible for placing all non-recyclable rubbish and perishable items in sturdy black bin liners which must be taken away and disposed of at home.**

The key must be returned to the Authorised Officer after the end of the joint hire inspection following which the Authorised Officer shall lock the premises and set the alarm.

14 Indemnity

The Hirer shall indemnify and keep indemnified the FPC and its officers and, volunteers, agents, contractors and invitees, against

- a) the cost of repair of any damage done to any part of the Pavilion including the terraces, or the contents of the Pavilion and
- b) all claims losses, damages and costs in respect of damage or loss of property of persons and
- c) all claims, losses damages and costs suffered or incurred as a result of any nuisance caused to a third party arising as a result of the use of the Pavilion whether or not authorised by the FPC (including the storage of equipment or other items) by the Hirer.

15 No Rights

The hiring Agreement constitutes only permission to use the Pavilion (together with others as described) and confers no tenancy or other rights of occupation on the Hirer.