

BARMING PARISH COUNCIL

PRINCIPLE TERMS AND CONDITIONS OF HIRE OF THE PAVILION

- In the interests of public safety, driving on the grass is prohibited;
public use of the field has priority and their safety is paramount.
- For the purposes of loading / unloading, hirers may appoint no more than two vehicles to access the pavilion which must keep to the field path and drive carefully at very low speed. The field gate must be kept shut.
- **HIRERS MUST RESPECT THE PREMISES; PINS, SELLOTAPE ETC MUST NOT BE AFFIXED TO THE WALLS**
- **NO PART OF THE PREMISES MUST BE DAMAGED IN ANY WAY**
- **HIRERS MUST ENSURE THE PREMISES ARE LEFT CLEAN AND TIDY, ALL TOILETS FLUSHED, ALL WINDOWS CLOSED, EVERYTHING SWITCHED OFF.**
- **Hirers must take all their rubbish home with them and not use the field bins which are for public use.**
- **Evening hirers leaving after 9pm must close and lock the car park barrier**
- **The hirer shall not in any circumstances sublet these premises.**

FULL TERMS AND CONDITIONS OF HIRE OF THE PAVILION

Bookings, Payments and Cancellations

1. Each hirer must be the signatory on the booking form and must be over 18 years of age.
2. Setting up and clearing away time must be included in the hire and will be charged for.
3. The attached booking form must be completed and returned to the Booking Clerk prior to hiring, together with full payment and a £50 refundable deposit which will be retained if the premises are left in a dirty, disorderly or damaged state. The hirer will also be charged for the cost of remedying any defect or disrepair or for any damage caused to the premises, furniture or fittings
4. For regular hirers the Clerk will permit block bookings of the premises and will invoice monthly at the beginning of the month in advance. Payment must be received within 28 days of the invoice date.
5. For occasional hirers, there will be no refund for cancellations.
6. For regular hirers, any cancellation of a regular booking must be notified to the Clerk prior to the event, otherwise the booking will be charged for.
7. Bank transfer is the Council's preferred method of payment into its bank account: Barming Parish Council, Unity Trust Bank, Sort Code: 60-83-01 Account No: 20415468. Please quote the invoice number in the reference and confirm your payment with the Booking Clerk.
8. Barming Parish Council reserves the right to charge interest at the rate of 8% per calendar month for any overdue payment. Hirers will only be warned regarding overdue payments twice, then all bookings will be cancelled forthwith, the keys will have to be returned to the Clerk and the Council will then pursue legal means to recover the debt.
9. Any difficulties in a hirer's ability to pay must be reported immediately to the Clerk Mrs Nicola Attwood by email barmingpc@googlemail.com so that alternatives can be discussed.
10. The Council reserves the right to agree separate terms and conditions for long term hirers.

11. Keys must be returned to the Clerk within 24 hours after cessation of hiring.

HIRER'S RESPONSIBILITIES

12. The hirer is responsible for keeping good order in the premises during the hiring.
13. **The hirer shall leave the premises in a clean and orderly state and ensure all electrical installations are switched off and all water fittings turned off. The Council may, if it thinks fit, charge the hirer for any expense incurred as a result of the premises being left in a dirty, disorderly or damaged state and charge to the hirer the cost of remedying any defect or disrepair or for any damage caused to the premises, furniture or fitting and retain as a result of his/her not complying with this condition of hiring all or part of the deposit paid in pursuant to Clause 3 above.**
14. **Hirers must take all their rubbish home with them for disposal.**
15. The hirer shall not use or permit use of additional electrical appliances in the premises without the prior permission of the Clerk. Any small electrical appliances that are permitted by the Clerk will need to be PAT tested prior to being used in the premises.
16. The hirer shall not permit anything including loud music that may cause nuisance, annoyance or cause inconvenience to the occupiers of adjoining or neighbouring properties.
17. The hirer must ensure they have public and employer liability insurance where appropriate
18. The Council shall not be responsible for any injury to the hirer, or his/her guests caused as a result of inappropriate use of the building or Council property therein. The Council shall not be responsible for the loss or damage of any property of the hirer or his/her guests, or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled. The hirer shall indemnify the Council against any claim which may arise out of the hiring, or which may be made by any person resorting to the Council's premises or property during the hiring in respect of any such loss, damage or injury.
19. **No nails, tacks etc. shall be driven into any part of the premises, nor any placards or other articles be fixed thereto, causing damage to paint or woodwork.**
20. BBQs and Bouncy Castles are not permitted anywhere on the premises, on the tarmac, on the field or in the car park.
21. No alcohol shall be sold unless a temporary events licence is obtained for the premises to comply with the Licensing Act 2003. The hirer shall produce such licence to the Clerk before commencement of the hiring. Hirers should note the premises are a no smoking venue.
22. The premises do not hold public entertainments or performing rights licences therefore all events must be of a private nature i.e. by invitation only or by applying for appropriate licenses.
23. The hirer shall not in any circumstances allow the use of the premises for subletting.
24. **No vehicles are allowed on the field other than for the purposes of loading / unloading; in which case the vehicles as appointed must keep to the field path; the field gate must be kept closed.**
25. The hirer is responsible for the duty of care of any children (under 16) to comply with Supervision by adults of young people and children: there shall be one adult (over 18 years) to every 8 children (under 16 years).
26. The maximum number of people allowed in the premises at any one time shall be 50.
27. Upon leaving, evening hirers must lock the car park barrier either after 9pm or after dark, whichever is the sooner.
28. **The premises, field and car park must be vacated by 10.30pm.**
29. The hirer shall indemnify the Council against any infringement of copyright, which may occur during the hiring.
30. Upon any breach of conditions Barming Parish Council may terminate any hiring forthwith.

RIGHTS RESERVED BY BARMING PARISH COUNCIL

31. The right of entry to the premises is reserved to any member of the Council or any other authorised agent of that Council at any time during the hiring.
32. The Council reserves the right to close the premises at any time and will endeavour to give at least one month's notice to regular hirers of such closure. No liability will be accepted for any losses incurred as a result of such closure.
33. The Council reserves the right to refuse the hire of the premises to any person or organisation.