

## **Hangstones Pavilion - Conditions of Hire - Business/Private Hire**



Bookings are accepted by Yatton Parish Council (Hangstones Pavilion) on the following condition:-

### **1. APPLICATIONS**

Applications will not be considered:

- (a) from persons under 21 years of age; or
- (b) if made otherwise than on the official booking form.

The Council reserve the right to refuse any application, or terminate at any time, any agreement for hire made in consequence of any application, and the Council is not obliged to give a reason for such refusal or termination.

### **2. CHARGES**

The Hire charge shall be in accordance with the scale of charges set by the council, details of which are available on request.

### **3. PAYMENT**

3.1 Confirmation of booking will not be issued until receipt of the signed booking form. Upon written confirmation being given by the Council to the Hirer a contract will exist between the Council and the Hirer.

3.2 An invoice will be sent for the full amount to the Hirer. (Hall Hire is subject to VAT, Public Liability Insurance is exempt). All invoices are to be paid according to the Council payment terms.

3.3 Cheques must be payable to Yatton Parish Council, crossed 'A/C Payee', and not to any individual officer of the Council.

### **4. CANCELLATION BY HIRER**

4.1 The Hirer shall give written notice of cancellation to the Council at the postal address overleaf.

4.2.1 Any deposit made shall be forfeited and where cancellation is made within 21 days of the hire date the full hire charge shall be come due and payable by the Hirer. If the Council are able to rehire the Accommodation for the hire date any refund of the hire fee shall be at the sole discretion of the Council. A cancellation fee is applicable if the Council are unable to rehire the accommodation for the hire date.

4.2.2 Bad Weather Cancellation Fee; if the pitch and hall booking was cancelled due to bad weather, a £25 charge would be levied to cover for equipment and grounds maintenance costs.

### **5. SUB-LETTING**

The Hirer shall not rehire or sublet the Accommodation or any part thereof.

The purpose for which the Accommodation is to be used must be agreed in advance by the Hirer and the Council and in particular but without prejudice to the generality of this clause use in relation to exhibitions, craft fairs and the like shall require the Councils written approval.

### **6. DAMAGE, LOSS OR ACCIDENT**

6.1 The Council shall not be liable for loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, Government restriction or act of God which may cause the Accommodation to close or the hire to be interrupted or cancelled.

6.2 The Hirer shall pay the amount certified by the Council as the amount incurred by the Council in making good any damage to or loss of Accommodation including (but not by way of limitation) adjacent premises, furniture, carpets, furnishings and fittings, or any article owned by the Council or their partners/customers arising in any way out of the Hire.

6.3 The Council shall not accept any responsibility for the loss of or damage to any car or other vehicle which in connection with the function may be brought or left within the precincts of the Accommodation. The Hirer must ensure that no car or other vehicle is in any unauthorised position and that instructions given by the Council as to the parking of vehicles are fully observed.

6.4 The Council shall not accept any responsibility for the loss of or damage to any possessions or equipment of the Hirer in connection with the Function that may be brought or left within the precincts of the Accommodation.

6.5 The Council reserves the right to refuse, at its absolute discretion, to let facilities particularly where the letting may be detrimental of the pavilion, its staff and the local community.

### **7. ACCESS**

7.1 The Council and any person authorised shall have the right of free and unimpeded entry, at all times and for all purposes, to and from the Accommodation.

7.2 No exits from the Accommodation may be blocked or restricted or fire appliances removed or in any way tampered with.

7.3 The hire of the Accommodation does not entitle the Hirer to use or enter the Accommodation at any time other than the specific hours for which the Accommodation is hired unless prior arrangements have been made with the Council.

## **8. MAINTENANCE OF GOOD ORDER**

8.1 The Hirer shall at all times during the function be responsible for the maintenance of good order and ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Accommodation and that no person shall trespass on parts of the Accommodation not hired. Upon the instructions of the Council the Hirer shall remove or cause to be removed any persons from the Accommodation.

8.2 The Hirer shall at their own expense arrange for the attendance of sufficient Police Officers or Security Personnel at the Function if in the opinion of the Council such attendance is desirable.

## **9. VACATION OF THE ACCOMMODATION**

The Hirer shall ensure the Accommodation is vacated by all persons attending the function within the time specified in the Booking form (midnight). All articles brought to the accommodation in connection with the Function shall be removed at the termination of the function as specified on the Booking form otherwise a charge will be made of the Hirer for each day or part of a day, until the same are removed.

## **10. CATERING**

The Hirer shall not sell nor permit to be sold in or upon the Accommodation any refreshments without the consent of the Council. For purposes where catering facilities are hired the Hirer shall provide the necessary Food Safety Certificates and will leave the facility to the satisfaction of the Council.

## **11. LICENCES**

11.1 The Hirer shall observe all the conditions attached to the entertainment (and theatre licence where applicable) for the Accommodation.

11.2 No copyright dramatic or musical work shall be performed or sung without the licence of the copyright holder, such licence being produced to the Council prior to the commencement of the function.

11.3 The Hirer shall pay the Council any fees relating to the Performing Rights Society charges where copyright music is used.

11.4 The Hirer shall observe all conditions attached to licences for the sale of intoxicating beverage. The Hirer shall not make any application for the licence of the Accommodation in any case.

## **12. GENERAL**

12.1 The Council shall prohibit smoking at the Accommodation.

12.2 Fly-posting is prohibited.

12.3 No additional lights, electrical extension or electrical equipment shall be used without the previous consent of the Council. All electrical used shall have a valid electrical PAT certificate. Electrical cables must be covered with appropriate Health & Safety approved cable covers.

12.4 No bolts, nails, tacks, screws or similar objects, nor any flags, emblems or posters shall be driven in to any part of the Accommodation or affixed thereto.

12.5 The Function shall be decent and acceptable to be determined by the Council.

12.6 The Council reserves the right to cancel bookings at any time prior to the date of the function if the Accommodation shall not be available for any reason beyond its control.

12.7 Public Liability Insurance – It is a requirement of Yatton Parish Council that all users of the Council's facilities have Public Liability Insurance cover with a minimum indemnity of £5m. Public Liability Insurance can be provided for an additional 10% of the booking fee.

12.8 No bouncy castles are permitted.

## **13. DESIGNATED ALCOHOL FREE AREA**

The area outside of the pavilion is a designated alcohol free area; please do not take alcohol outside of the building.

## **14. FAIRTRADE ZONE**

Yatton Parish Council supported establishing Yatton and Claverham as a Fairtrade zone by agreeing to use Fairtrade products in all its buildings.

It is recommended that you support the Fairtrade zone by using Fairtrade goods (tea and coffee, if possible) in this kitchen.

## **15. DEFINITIONS**

The following words or expressions shall have the following meaning:

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|-----------------|--|
| 'the Council'   | -means Yatton Parish Council or its duly authorised representative.  |
| 'Function'      | -means the purpose for which the Accommodation is hired.   |
| 'Accommodation' | -means the land and premises hired for the Function as described on the booking form   |
| 'the Hirer'     | -means the person signing the booking form and when signing on behalf of an organisation shall be jointly and severally responsible with the organisation for the hire charge. |