

# **SPORTS PAVILION, BENNER LANE, WEST END REGULATIONS AND CONDITIONS OF HIRE**

Hiring of any part of the Sports Pavilion will be subject to the following Regulations and Conditions.

## **1. APPLICATIONS**

All applications for use of the Sports Pavilion must be made in writing on the form provided and must state the precise purpose for which the Pavilion is required. The form of application, when completed, must be forwarded to the Clerk of the Council, The Sports Pavilion, Benner Lane, West End, GU24 9JP. Alternatively an electronic application form can be returned to [clerk@westendparishcouncil.org.uk](mailto:clerk@westendparishcouncil.org.uk) whereby the sender is deemed responsible.

## **2. HIRER**

The person signing the application form shall be deemed the "Hirer" and agrees to be responsible for the due observance of these Regulations and Conditions. If the "Hirer" is not present during the hire period two people must be nominated who will be present.

## **3. GROUP HIRE**

Any group or organisation hiring the Sports Pavilion must have their own public liability insurance.

## **4. SUB-LETTING**

The Pavilion shall not be used without previous consent of the Parish Council for any other purpose than that stated in the application and that the Hirer shall not without the previous consent of the Clerk of the Council sublet the Pavilion to any other person.

## **5. PAYMENT OF CHARGES**

Bookings will be deemed provisional until payment is received. Should there be any damage to the Pavilion West End Parish Council reserve the right to charge the Hirer any costs incurred to rectify damaged property.

## **6. CANCELLATIONS**

Cancellation of bookings may be made by the Hirer to within seven days of the date of hire. A deduction of 25% of hire charge will be retained by the Council. In the event of a cancellation by the Hirer within the seven days prior to the date of hire, the full amount of the hire charge will be charged.

The Parish Council reserves the right to cancel any bookings in order to carry out repairs or decorations to the Pavilion or any part thereof. The Parish Council also reserves the right to have all facilities of and in the Pavilion for Council business as a priority. There is no guarantee of booking due to booking error, Council business or emergency community needs.

Every effort will be made to avoid cancellations by the Parish Council. Should the Parish Council require a cancellation to be made alternative dates will be offered. If no dates are suitable to the Hirer the hiring charges already paid in respect of the booking will be refunded and no liability of any kind shall be attached to the Parish Council. The Council has no liability or obligation for

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consequential costs incurred by the Hirer in the event the Parish Council requires a booking to be cancelled. The Parish Council will give the Hirer as long a period of notice of cancellation as possible, but does not guarantee to give the Hirer more than twenty-four hours notice, nor any notice in the event of an emergency.

### **7. START OF HIRE**

Arrangements should be made with the Clerk concerning access to the Pavilion and a key card will be provided. The Hirer is responsible for disarming the alarm on entry.

### **8. DURING HIRE PERIOD**

Should the hirer experience any problems during the hire period, (if the Clerk of the Council is unavailable), contact Bob Thorpe the Caretaker of Tringham Hall, who will try and rectify the problem. The Hirer shall take every care to ensure that no undesirable person is permitted to enter the Pavilion or otherwise make use of the same and shall be responsible for good order and conduct during the time of the engagement.

### **9. END OF HIRE**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition – brooms etc. are available at the Sports Pavilion. Any contents temporarily removed from their usual positions should be properly replaced; otherwise the Parish Council shall be at liberty to make an additional charge. All windows and external doors should be properly locked and secured unless directed otherwise and internal doors should be closed prior to setting the alarm on exit. Should a problem with the alarm arise contact the Caretaker of Tringham Hall. The key card should be returned in the letterbox outside. A financial penalty for failure to vacate the premises on time shall be decided by the Parish Council.

### **10. RIGHTS OF ENTRY**

The Parish Council, including the Clerk to the Council, reserve to itself right of entry to the Pavilion at all times.

### **11. HOURS OF CLOSING**

All functions must cease not later than 11.00pm unless permission for an extension beyond that hour has been notified by the Hirer in writing to the Parish Council. The Pavilion must be vacated by this hour and any function shall cease one half hour before the letting expires.

### **12. KEY CARD**

The key card is the responsibility of the Hirer. Casual hirers should return the key card in the letterbox outside after the hire period. Regular users can keep the card until such time as they may not hire the pavilion. Damaged or lost key cards will result in a £5 charge to the Hirer for a replacement.

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### **13. AMPLIFIED MUSIC**

Sound levels will be continuously monitored within the Pavilion.

Amplified music must not be played after 10.30pm unless the Parish Council has issued authority for an extension of the booking period beyond midnight. All music must cease one half hour before the booking period regardless of the time booked.

Commercial Users - The Sports Pavilion holds a Performing Rights Society (PRS) license. Commercial Groups (such as dance and aerobic classes) using recorded music for their activities in the Pavilion must obtain their own Phonographic Performance Ltd (PPL) license. It is a condition of hire that West End Parish Council has sight of your PPL license prior to confirming your booking. Domestic events such as birthday, wedding and christening parties do **not** require a PPL license in order to play recorded music. If you are unsure whether you require a PPL license, please contact the PPL directly (Tel: 020 7534 1070; Website: [www.ppluk.com](http://www.ppluk.com)). Any licenses required must be obtained by the Hirer. Copies should be provided to the Clerk.

### **14. BOUNCY CASTLES**

The use of bouncy castles in The Sports Pavilion or on the patio/recreation ground is strictly prohibited unless either

- i. the bouncy castle supplier provides evidence of liability insurance and sends along a member of staff to man the castle at all times
- ii. the hirer takes out their own liability insurance and provides evidence of this to the Clerk

### **15. STUDDER/TAP SHOES/STILLETTO HEELS**

Shoe with studs including football and cricket shoes should not be worn in the Pavilion at any time. Damage and subsequent repair costs to flooring due to studs will be charged to the Hirer. Tap shoes should not be worn in the Pavilion unless on an approved tap flooring agreed by the Parish Council. Stiletto heels should not be worn in the Pavilion. Damage and subsequent repair costs to flooring due to tap shoes will be charged to the Hirer.

### **16. ELECTRICAL EQUIPMENT**

Only electrical equipment which has been PAT tested should be used in The Sports Pavilion.

### **17. EQUIPMENT AND PERSONAL PROPERTY**

No fixtures, fittings, decorations, special lighting or Parish Council equipment shall be used without the previous sanction of the Clerk of the Council. Equipment belonging to the organisations or individuals is at owners risk whilst using the Pavilion and no such equipment etc. is to be left on the premises after the period of hire has ceased unless agreed by previous arrangement with the Clerk of the Council. The Parish Council will not be responsible under any circumstances for loss or damage of personal property.

Any damage caused to the Pavilion by the use of unauthorised equipment will be charged to the Hirer.

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The Hirer can place banners etc. up, but **DO NOT** use selotape or such like on walls/ceilings as this causes damage to the paintwork. All debris etc. must be removed from the Pavilion after hire.

### **18. PUBLIC SAFETY COMPLIANCE**

The use of naked flames, sparklers, pyrotechnic equipment, smoke machines or such like is strictly prohibited. The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall
- the location and use of fire equipment
- escape routes and the need to keep them clear
- method of operation of escape door fastenings
- appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

### **19. CHILDREN**

Children under the age of 18 are not permitted to be left unsupervised on the premises. Children under the age of 16 are not permitted in the kitchen.

### **20. ANIMALS**

The Hirer shall ensure that no animals (including birds) except disability assistant dogs are brought into the premise, other than for a special event agreed to by the Clerk. No animals whatsoever are to enter the kitchen at any time.

### **21. BETTING AND GAMING ACT 1963**

Where the Pavilion is hired for bingo and other purposes requiring to confirm this Act, for any amendments to the Act, the Hirer will be responsible for obtaining licences and registration. The Parish Council will be notified in writing by the Hirer that this has been arranged.

### **22. MAKING GOOD DAMAGE TO THE PREMISES ETC.**

The Hirer agrees to reimburse the Parish Council for any costs incurred by the Parish Council for damage done to the premises, fittings, furniture and crockery during the time the Pavilion is let to the Hirer. The Parish Council accepts no liability in respect of the loss or damage to any article that may be brought in to the Pavilion while being used by the Hirer. No additions or alterations will be made to the Pavilion without the consent of the Parish Council.

### **23. PARKING OF CARS**

Cars, bicycles and motorcycles are parked at the owner's risk in the car park. All vehicles will be properly parked in the car park. Each driver must at all times allow the exit of another vehicle by moving the blocking vehicle.

### **24. UNAUTHORISED USE OF THE SPORTS PAVILION**

Hirers making use of the Pavilion and not previously booked by them will be charged the full letting charge.

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### **25. USE OF KITCHEN**

The kitchen will, if necessary, be shared at all times with both hirers of the large room and small room. Pavilion Hirers who use the kitchen should provide tea cloths, washing up liquid, and must wash and dry all crockery and stack away in kitchen cupboards. Children under the age of 16 should not be allowed in the kitchen.

A commercial dishwasher is provided for the Hirers use. Instructions for use are shown on the wall in the kitchen or from the Parish Clerk. It is the responsibility of the Hirer to ensure that the dishwasher is left in the condition it was found. The Parish Council takes no responsibility for items damaged in the dishwasher.

### **26. USE OF THE CHANGING ROOMS/TOILETS DURING PAVILION HIRE**

Changing rooms are for the use of the football teams during the football season and can be hired at the same time as the hall hire. This is usually on a Saturday and Sunday from September – April. There is shared use of kitchen as stated above in point 23, and shared use of toilets. Access to the changing rooms/toilets will be from the external doors directly into the changing rooms.

### **27. USE OF SHOWER ROOMS BY SPORTS CLUBS**

Following their use, the Hirer shall endeavour to leave the shower rooms in as clean a condition as possible. Mops etc. will be provided by the Parish Council. Children under the age of 16 are not permitted to use the showers

### **28. COMPLAINTS**

Any complaints should be addressed to the Clerk.

### **29. FAILURE TO COMPLY WITH REGULATIONS**

The Parish Council reserves the right to itself to TERMINATE ANY LETTING in the event of the Hirer committing a breach or failure to observe or conform to any of the aforesaid REGULATIONS and CONDITIONS.

### **30. AMENDMENTS**

The Parish Council reserves the right to accept or reject any application for use of the Pavilion without giving reasons therefore and to make any addition or amendment to these regulations either before or after the application for hire has been made as it may, in its absolute discretion, deem fit.