



# Long Stratton Town Council

Pavilion, Manor Road, Long Stratton, NR15 2XR

Chairman: Mr Kevin Worsley. Clerk: Mrs B Buck

Tel: 01508 530524

Email: [office@longstrattontowncouncil.gov.uk](mailto:office@longstrattontowncouncil.gov.uk)

Website: [www.longstrattoncouncil.info](http://www.longstrattoncouncil.info)

## PAVILION TERMS AND CONDITIONS

These standard conditions apply to all hiring of Long Stratton Town Council Pavilion. If the Hirer is in any doubt as to the meaning of the following, the Booking Administrator or Clerk to the Council should immediately be consulted.

### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge, both off and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents;
- their care, safety from damage however slight or change of any sort;
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Booking Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 3. 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-hire 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.

### Licences and Legislation

(a) The Hirer, with the prior agreement of the Council and having attained a licence to sell alcohol and entertainment (Temporary Events Notice TENS) from South Norfolk District Council, shall be responsible for the sale, supply or consumption of alcohol or entertainment, in accordance with that licence and with any restrictions imposed by the Council, (both South Norfolk and Long Stratton).

(b) Without such agreement, the Hirer must not sell or supply alcohol or provide entertainment in a manner which would require a licence.

(c) 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, and copyright.

#### **4. Insurance and indemnity**

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Council, their employees, volunteers, council members or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Council, their employees, volunteers, council members as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Council, their employees, volunteers, council members against such liabilities.

(b) The Town Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Town Council shall claim on its insurance for any liability of the Hirer here-under but the Hirer shall indemnify and keep indemnified each member of the Council, their employees, volunteers, council members against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Town Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Town Council booking administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Town Council booking administrator to rehire the premises to another Hirer.

The Town Council is insured against any claims arising out of its own negligence.

#### **5. Gaming, betting and lotteries**

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.

#### **6. Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

#### **7. Safeguarding children, young people and vulnerable adults**

The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, The Hirer shall provide the Town Council with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).

#### **8. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the pavilion's Fire Risk Assessment or otherwise, particularly in



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connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Town Clerk.

## 9. 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 limitation device provided at the premises and comply with any other licensing condition for the premises.

## 10. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the pavilion 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.

## 11. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

Please bring your own towels, tea towels, dishcloths and washing-up consumables, and take them home with you for washing or disposal. Any towels, tea towels or dishcloths found to be left drying after a hire will be disposed of.

At the end of your hire, please remove all rubbish and take it away with you. Any rubbish or recyclable material left in the pavilion or, in the vicinity of the pavilion may incur a charge.

## 12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

Any damage caused to the Pavilion as the result of electrical appliances brought into the Pavilion shall be the responsibility of the HIRER. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

### **13. Stored equipment**

The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) 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 Town Council may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
  
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Town Clerk disposing 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.

### **14. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, 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 outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire

### **15. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Pavilion or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Town Clerk as soon as possible and complete the relevant section in the Pavilion's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Town Clerk will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **16. Explosives and flammable substances**

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Town Clerk. No decorations are to be put up near light fittings or heaters.

### **17. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Town Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **18. Animals**

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



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## 19. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 20. Sale of Goods

The Hirer shall, if selling goods on the premises, 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 goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 21. Cancellation

The Town Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Town Council reasonably considering that:
  1. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  2. unlawful or unsuitable activities will take place at the premises as a result of this hiring
  3. the premises becoming unfit for the use intended by the Hirer
  4. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

## 22. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge.

## 23. No alterations

No alterations or additions may be made to the premises. No fixtures may be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Town Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Town Council remain in the premises at the end of the hiring. It will become the property of the Town Council unless removed by the Hirer who must make good to the satisfaction of the Town Council any damage caused to the premises by such removal. Using pins of any description is prohibited.

## **24. Deposit**

A security deposit of £50 against damage or the permission being left in an unacceptable state will be required for all events unless the Town Council specifically decides otherwise. This will be refundable after inspection to ensure that the conditions of hiring have been observed. The deposit is required at the time of booking to secure your booking.

## **25. Payment**

Payment is required 4 weeks before commencement of hire and the preferred payment method is via BACs. Cash is not accepted in any circumstances. Failure to pay may see your booking removed.

## **26. Inflatables**

Bouncy Castles are strictly prohibited.

## **27. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## **HIRER FIRE HAZARD RESPONSIBILITIES**

- The Hirer is responsible for taking reasonable precautions to minimise the risk of fire and injury to all occupants. These precautions include: –
- Fire safety checks before admission of public and before leaving (see overleaf)
- Acquainting themselves with the action to be taken in the event of fire (see attached fire instructions). This includes pavilion evacuation and calling the fire service
- Identifying the location of all fire alarms, fire extinguishers and escape routes, and keeping them clear always.
- Knowing how to operate the emergency exit doors
- Calling the fire service if a fire breaks out, however slight, and subsequently informing a member of the Town Council.
- Not permitting any real flames or known obvious fire hazards to be used/brought on the premises without permission from the Town Council. Specifically, no highly inflammable, explosive, or hazardous substances, nor portable paraffin or gas heater should be allowed anywhere on the premises.
- Not permitting any cylinders for the storage of air or other gases or liquids under pressure to be brought into the premises, nor lasers anywhere on the premises without permission from the Town Council
- To ensure that any decorations used are of non-flammable or fireproofed material.

### **The entire premises are a NON-SMOKING AREA**

All hirers of the Pavilion must carry out the following Fire Safety checks:

#### **Before admission of public:**

- **All exit doors, including those with push-bar mechanism tested and in good working order.**
- **Escape routes free from obstruction and available for use.**
- **Any fire doors closed and not wedged or propped open.**
- **Fire extinguishers in place and unobstructed.**
- **No combustible storage in areas open to the public.**
- **Check there is no obvious fire hazard in, or near, the building.**

#### **Before leaving:**

- Search for smouldering fires or cigarettes left burning



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- Switch off all kitchen electrical appliances at wall socket e.g. hob, microwave, tea urn, kettles.
- Empty all waste bins, remove the waste from the premises and fit new waste bin liners.
- Close properly both exit doors (ensure lockbolts engaged) and internal fire doors
- If the hirer intends to clear up the morning following a function (only permissible by prior arrangement with the Town Council and if pavilion is not being used the next morning) all bags of rubbish including those in the waste bins must be removed from the building immediately after the event.
- All electrical appliances (e.g. Disco equipment, amplifiers, lighting systems) and any alcohol brought into the pavilion for the function must be removed from the building at the end of the function. Anything left in the pavilion is at hirer's own risk.

## Any person discovering a fire:

- **WARN OTHERS** – shout **FIRE!** If you cannot be heard, flash the lights to get attention.
- **SOUND THE ALARM** – break the glass at nearest fire alarm (one next to each exit)
- **LEAVE THE BUILDING** – by nearest exit in an orderly way; close doors behind you
- **ASSEMBLY POINT** – next to the Children's playground opposite the Pavilion. **DO NOT BLOCK ANY EMERGENCY VEHICLE ACCESS.**
- **DO NOT TACKLE THE FIRE UNLESS YOU ARE TRAINED TO DO SO**
- **CALL THE FIRE SERVICE IMMEDIATELY**
  - **DIAL 999**, then give the operator the number of the phone and ask for Fire. When the Fire Service answers speak distinctly **"FIRE AT LONG STRATTON PAVILION, MANOR ROAD, NR15 2XR"**
- **GIVE THE ADDRESS** – Long Stratton Pavilion, Manor Road, Long Stratton, NR15 2XR
- **DON'T END CALL UNTIL FIRE SERVICE HAS REPEATED THE ADDRESS**
- All Mobile networks accept Emergency Calls on **999** or **112**
- There is no public telephone on the premises or nearby
- Once the pavilion has been evacuated (check especially the toilet areas), **DO NOT ALLOW ANYONE TO RETURN TO THE BUILDING** for any reason until authorised to do so by the Fire Service.
- On Fire Service arrival, the person in charge of the pavilion/function must report to the Officer in Charge that all persons are safe or should inform him/her of the last known position of anyone missing.

- The Town Clerk to be notified at the earliest opportunity on 01508 530524 / 07486 025941

**The person on the booking form/ in charge must carry out a head count before the event starts and in event of a fire alarm must carry out a second head count and notify the fire service as soon as possible of the outcome.**

Approved 9<sup>TH</sup> May 2022

Review May 2023