



**JUBILEE PAVILION AND/OR PITCHES AT IVER RECREATION GROUND**

**CONDITIONS OF HIRE**

1. All applications for the hire of the pavilion and/or pitches must be in writing on the attached form and forwarded on completion to the Admin Assistant at The Ivers Parish Council – [admin@iversparishcouncil.gov.uk](mailto:admin@iversparishcouncil.gov.uk)
2. All Hirers must pay the booking fee and the refundable deposit prior to use.
3. The Hirer must be at least 18 years of age.
4. No intoxicants shall be sold on the premises.
5. The premises shall not be used for any type of licensed public entertainment or performance.
6. Copyright or Performing Rights: The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right and shall indemnify The Ivers Parish Council against all sums of money which The Ivers Parish Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.
7. The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Licensing requirements may be found here: <https://pplprs.co.uk/how-is-the-cost-calculated/>
8. The premises hired shall not be used for any purposes other than that stated on the application form.
9. The owner of the premises shall not be responsible for any loss of or damage to any property arising out of the hiring nor any loss or injury which may be incurred by or done or happen to any person or persons resorting to the premises during the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure 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 and the hirer shall indemnify the owner against any claim which may arise out of the hiring or which may be made by any person resorting to the premises during the hiring in respect of any such loss, damage or injury.
10. All Organisations hiring these facilities will have a Safeguarding Policy in place for children and vulnerable adults, where applicable.
11. The hire of the premises will be for local sporting groups, community groups and children's parties.
12. Hire times: The premises can be hired between 8:00am and 9:30pm.

**HIRER'S RESPONSIBILITIES**

13. The Hirer shall be solely responsible to The Ivers Parish Council for the following matters:-
  - (i) The conduct of all persons coming into or using the premises as guests or otherwise in connection with the hiring.
  - (ii) It is the responsibility of the Hirer to make The Ivers Parish Council aware of users who have specific needs or health care issues.
  - (iii) The Hirer will be the Responsible Person / or will nominate a Responsible Person to ensure the Fire Safety Instructions are followed.
  - (iv) The Hirer / Responsible Person will be responsible for reading the Fire Safety Instructions and the map that has been supplied along with the Application to Hire form (and also sited at each exit of the premises), and ensuring these instructions are carried out in the event of a fire.
  - (v) The Hirer will ensure both the shutters and doors at each of the 3 fire exits are opened and remain open when the premises are being used.
  - (vi) The Hirer will ensure that decorations, posters, etc. are not to be placed any higher than can be reached by a person standing on the floor.

- (vii) The Hirer will ensure that fold up tables and chairs are returned to the storage racks located in the cupboard.
  - (viii) The Hirer will ensure that all persons leave the pavilion by the time the period of hiring expires and do so in a quiet and orderly manner.
  - (ix) The Hirer will ensure that no gambling, gaming or wagering takes place on the premises.
  - (x) The Hirer will ensure that no riotous, unlawful, disorderly or unseemly conduct or activity takes place on the premises.
  - (xi) The Hirer will ensure that no damage breakage or loss occurs to the premises or to any furniture, fittings or equipment belonging in the care of The Ivers Parish Council. In the event of damage, Hirers will be invoiced for the cost of repair/replacement.
  - (xii) The Hirer shall ensure that any electrical appliance brought into the pavilion and used shall be in a safe and good working order and used in a safe manner. All electrical goods must conform to current legislation e.g. PAT tested.
  - (xiii) The Hirer to make sure all spillages are wiped up immediately using the cleaning materials provided in the kitchen.
  - (xiv) The Hire of the kitchen is subject to the Hirer fulfilling all legal requirements for the handling of food.
  - (xv) No additional cooking equipment that uses naked flames, flammable gas or oil shall be operated in the vicinity of the pavilion nor brought onto the grounds.
  - (xvi) The Hirer is responsible for ensuring all areas agreed in the booking application are left clean and all rubbish removed from site at the end of the hire period.
  - (xvii) The Hirer is to ensure any electrical devices in the pavilion (not associated with the security system and fridge/freezer) are switched off, all taps and showers are turned off, all doors and shutters locked and the security alarm system is switched on in association with the key holder/caretaker.
  - (xviii) The Hirer shall be responsible for not allowing any nuisance to be caused to other users of the Recreation Ground either by excessive noise or irresponsible behaviour.
14. The hire of the pavilion only applies to the area specified as The Jubilee Pavilion Premises and does not entitle the hirer to use or enter the premises at any other time other than the specific hours for which the hall is hired unless prior arrangements have been made with the Clerk at The Ivers Parish Council.
15. The Hirer shall not sub-let the pavilion.
16. Property of the Hirer must be removed at the end of each hire. The Ivers Parish Council accepts no responsibility for any property left on the premises after each hire.
17. In the event of any failure by the Hirer to discharge his responsibilities under the foregoing conditions (1 to 16) he shall be solely responsible to The Ivers Parish Council for making good any damage, breakage or loss and for recouping any expenses incurred by The Ivers Parish Council in reinstatement, replacement, cleaning or otherwise as a result of the hirers said failure.

## **CANCELLATION OF BOOKINGS**

18. The Ivers Parish Council reserves the right to cancel any booking at short notice upon the terms that the booking fee is refunded in full and that The Ivers Parish Council are not responsible for any loss or inconvenience caused to the Hirer by such cancellation. Although the right thus reserves to The Ivers Parish Council is absolute, it is understood without creating any contract or warranty that the right will not ordinarily be exercised except in circumstances of emergency beyond the control of The Ivers Parish Council.

## **PARKING**

19. At no time will cars be allowed on the grass area. Parking is at owner's risk. Organisations hiring the pavilion are to consider whether car parking needs to be controlled by marshals.

## **PAYMENT**

20. Please see separate payment schedule for current fees and charges.

Not for profit or registered charities will pay the residents rate unless they are regular users.

**Note: A cleaning charge will be levied if the Hirer does not leave the venue clean, tidy and remove all rubbish. This will be taken from the deposit.**

**Payment of a £100 damage deposit (non-refundable if Condition 17 is breached) is required at the time of booking.** The hire fee is due 4 weeks prior to commencement of the hire. To enable refund of the damage deposit [less any charges] please forward your account details at time of final payment to [office@iversparishcouncil.gov.uk](mailto:office@iversparishcouncil.gov.uk) – refund will be made by BACS 7-10 days after completion of hire.

Payment is accepted by electronic transfer:

Account Name:	<b>Iver Parish Council</b>
Bank:	<b>Metro Bank</b>
Sort Code:	<b>23 - 05 - 80</b>
Account Number:	<b>21487007</b>

Cheques [one for the hire fee and one in respect of the £100 deposit] should be made payable to **Iver Parish Council**.

## **COVID-19 (CORONAVIRUS)**

21. All Hirers are required to provide a copy of their Covid-19 risk assessment.
22. Hirers of the Pavilion will be required to cover the cost of Covid-19 standard cleaning after use and comply with The Ivers Parish Councils' risk assessment and requirements. Covid-19 cleaning costs will be discussed and agreed with the Hirer and will be based on which facilities are used.

## **PRIVACY NOTICE**

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will be not shared or provided to any other third party.

July 2021