

# Moulsford Pavilion

## Standard Conditions of Hire

These standard conditions apply to all hirings of Moulsford Pavilion. If the hirer is in any doubt as to the meaning of the following, please contact the Booking Secretary.

Definitions: The word "Committee" means the Moulsford Pavilion Management Committee.

**1. Age**

The hirer is over 18 years of age and, hereby accepts responsibility for being in charge of and on the premises at all times relating to their event and for ensuring that all conditions of hire, under this Agreement, are met. Alternatively, at the time of booking the hirer may nominate a person who shall be at the event throughout its duration and be responsible for compliance with these conditions of hire. The person nominated must be over 18 years of age and in the case of an event, at which alcohol will be served, the hirer and the nominated responsible person must be over 21 years of age.

**2. Supervision**

During their event the hirer shall be responsible for supervision of:  
The premises, its fabric and the contents; their care and safety from damage of any sort.  
The behaviour of all persons using the premises, attendees, guests and suppliers, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.  
In the event of damage, the Committee reserves the right to retain the hirers deposit and in circumstances where this is insufficient to cover the cost of repair or replacement the hirer shall 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 for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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.

**4. Recreation ground and car park**

The hirer, subject to the Byelaws, may use the recreation ground facilities, but should note that these do not permit taking vehicles onto the grass for access or parking. The hirer may also use the car park at the bottom of the access road. However, the recreation ground and the car park are public facilities and the hirer has no right to exclusive use or to displace members of the public who wish to make use of them.

**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. Licensable activities**

The Committee holds a Performing Rights Society Licence. If other licences are required in respect of any activity the hirer wishes to undertake then the hirer should ensure that they hold the relevant licence. The hirer shall indemnify the Committee against all claims, demands, actions, and proceedings arising out of any infringement of copyright or the unauthorised playing, performance or use of any copyright works or protected content during the period of hire covered by this Agreement.

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## **7. 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, the Pavilion's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Pavilion's health and safety policy.

(a) 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 Pavilion.
- 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.

(b) In advance of an entertainment or play the hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That emergency exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

(c) At any event attended by children or disabled people the hirer shall ensure that a sufficient number of able-bodied adults are present to assist with evacuation in the event of an emergency.

## **8. Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant exit.

## **9. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary of the Committee.

## **10. 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 and a freezer. The hirer may store food in the refrigerator and/or freezer for up to 24 hours prior to the event provided that written permission has been given by the Bookings Secretary. All food must be removed from the refrigerator and/or freezer at the end of the period of hire. The hirer should read the Food Handling Guidelines attached (Appendix A).

## **11. 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.

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## 12. Insurance and indemnity

The hirer shall indemnify and keep indemnified each member of the Committee and the Pavilion's employees, volunteers, agents and invitees against:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the access road or the contents of the premises
- (b) all claims, losses, damages and costs in respect of damage to 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
- (c) all claims, losses, damages and costs as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer.

The Committee is insured against any claims arising out of its own negligence. The entire liability, whether in contract tort or otherwise, of the Committee, its employees, volunteers, and agents shall be limited to the amount of the hire fees payable by the hirer pursuant to this Agreement.

## 13. Accidents and dangerous occurrences

The hirer must report all accidents involving injury to the Bookings Secretary **as soon as possible** and complete the relevant section in the Committee's Accident Book which is located next to the Pavilion First Aid box in the kitchen. Any failure of the premises equipment should be reported to the Booking Secretary by the hirer **as soon as possible and within any event within 24 hours of the hire**.

## 14. Explosives and flammable substances

The hirer shall ensure that:

- (a) highly flammable substances are not brought into, or used in any part of the premises and that
- (b) no naked flames including candles are used within the Pavilion.
- (c) BBQs are conducted at least 3 metres away from the external wall of the Pavilion
- (d) no material or decorations cover lights or heaters
- (e) no fireworks are set off either in the Pavilion building or in the recreation ground.
- (f) no LPG heaters are used inside or outside the Pavilion.

## 15. Bouncy castles and similar inflatable devices

The use of bouncy castles and similar devices is not permitted at Moulsford Pavilion.

## 16. Heating

The Pavilion has underfloor heating installed throughout. The heating is preset by the Committee and cannot be adjusted by hirers. 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 Committee.

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

The hirer shall ensure that:

Alcohol consumption is not excessive.

That attendees at their event are not drunk, disorderly or cause disturbance to neighbours of the Pavilion. Alcohol shall not be served to any person suspected of being drunk nor to any person under the age of 18; proof of age must be sought in cases of doubt. Any person suspected of being drunk or under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

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## **18. Animals**

Dogs, when kept on a leash under the control of a responsible person are permitted within the main hall and access corridors of the Pavilion. Where required by the nature of an event, small pet animals other than dogs may be permitted in the Pavilion provided that they are kept under proper control and not permitted to run loose. Strict standards of hygiene must be observed. No animals whatsoever are to enter the kitchen at any time.

## **19. Compliance with the Children Act 1989**

The hirer shall, where relevant, ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The hirer shall provide the Committee with a copy of their CRB check and Child Protection Policy on request.

## **20. Fly posting and advertising**

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 Committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

## **21. 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.

## **22. Film shows**

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.

## **23. Cancellation by the Committee**

The Committee reserves the right to cancel this hiring by written notice to the hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) in any such case the hirer shall be entitled to a refund of any deposit and hire fee already paid, but the Committee shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

## **24. Noise**

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The hirer shall ensure that noise generated by the hire is not clearly audible at any point on the closest boundary of the recreation ground.

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## **25. Stored equipment**

The Committee 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 event, failure to do so will result in the deposit or part of the deposit being retained.

The Committee may use its discretion and remove any property that is left at the premises without the permission of the Committee or Booking Secretary.

## **26. No alterations**

No alterations or additions may be made to the premises nor any fixtures be installed. Decorations should be attached to the hooks provided. Decorations or posters must not be taped, glued, pinned or otherwise attached to the premises. Any alteration must be approved by the Committee.. In the event of any damage caused by decorations, the Committee may retain all or a proportion of the deposit.

## **27. No rights**

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

## **28. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature are not permitted.

## **29. Smoking**

Smoking or vaping is strictly prohibited in the Pavilion including on the Veranda.

## **30. Activities**

The Committee has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated:

Between 9am and 10pm Sunday to Thursday and between 9am and 11pm on Friday and Saturday:

- The performance of play and theatre productions
- The exhibition of films
- Indoor sporting events
- The performance of live music
- The playing of recorded music
- The performance of dance
- Making music
- Dancing

Between noon and 10pm Sunday to Thursday and between noon and 11pm on Friday and Saturday:

- The sale or provision of alcohol for consumption on the premises

If alcohol is to be consumed or sold at the Pavilion, the hirer must declare this on the Hire Agreement and by way of a this Agreement have written permission from the Committee. No extension beyond 11pm for the consumption or sale of alcohol will be accepted under any circumstances.

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In order to hold a licensable activity not covered by the Pavilion's Premises Licence a Temporary Event Notice (TEN) will need to be given to the licensing authority. Because the number of TENs applicable to any premises in one year is limited the hirer must obtain the written consent of the Committee before giving a TEN to the licensing authority and lodge a copy with the Bookings Secretary. **Failure to do so may result in cancellation of the hire without compensation.**

Where a function is booked with a licensable activity finishing at 11pm the Pavilion must be vacated no later than midnight.

## **31. Permitted Number of People**

The hirer agrees that the number of people using the premises including the organisers/performers shall not exceed 130. In determining numbers at an event the hirer must take account of the evacuation needs of disabled people.

## **32. Cleaning**

It is the responsibility of the hirer to ensure that the Pavilion is left in a clean and tidy condition. Failure to do so may result in the retention of the security deposit or a proportion of it.

- Floors should be swept clean of any debris and work surfaces in the kitchen are to be cleared and wiped down.
- Tables used by the hirer are to be wiped down and returned to the store cupboard.
- Chairs should be returned to the store cupboard and stacked neatly
- If the dishwashers are used they may be loaded and left running on departure using the detergents in the cupboard beneath the sink.
- All rubbish must be collected and taken away for proper disposal by the hirer (there is no public waste collection from the pavilion).

## **33. Keys**

It is the responsibility of the hirer to return all keys to the Bookings Secretary immediately after the end of the session or as otherwise agreed.

## **34. External Power**

The Pavilion has external power sockets. If you wish to use these, you must inform the Bookings Secretary at the time of booking so that they may be made available.

## **35. WiFi**

The Bookings Secretary will provide the hirer with the network details and password. The hirer and attendees at the event may use the Pavilions internet access. The Committee cannot guarantee the availability or the speed of WiFi at Moulsford Pavilion. The Committee does not provide hire fee refunds if the event of the WiFi being temporarily unavailable or at suboptimal speed.

The hirer must not use or permit the use of the Pavilion WiFi for any use that:

- a) is unlawful
- b) accesses or uses content without relevant licences or permissions
- c) allows underage access to age restricted sites and content
- d) is pornographic

## **36. Complying with the Law**

It is the hirer's responsibility to ensure that people attending the function comply with the law.

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## **37. 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 or stores properly replaced; otherwise the Committee shall be at liberty to make an additional charge and to deduct it from the security deposit. The premises must be vacated by the end of the booked session.

## **38. End of Session Checklist**

- **Remove all rubbish**
- **Check for fire risks**
- **Switch off all cookers**
- **Turn out all lights**
- **Close all internal doors**
- **Secure all external doors and windows**
- **Leave quietly**

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## Fire Emergency Plan

As the hirer **you** have legal duties regarding the safety of people at your event.

Attached to this agreement is a plan of the Pavilion building with the whereabouts of the fire exits and extinguishers; you should make yourself familiar with it.

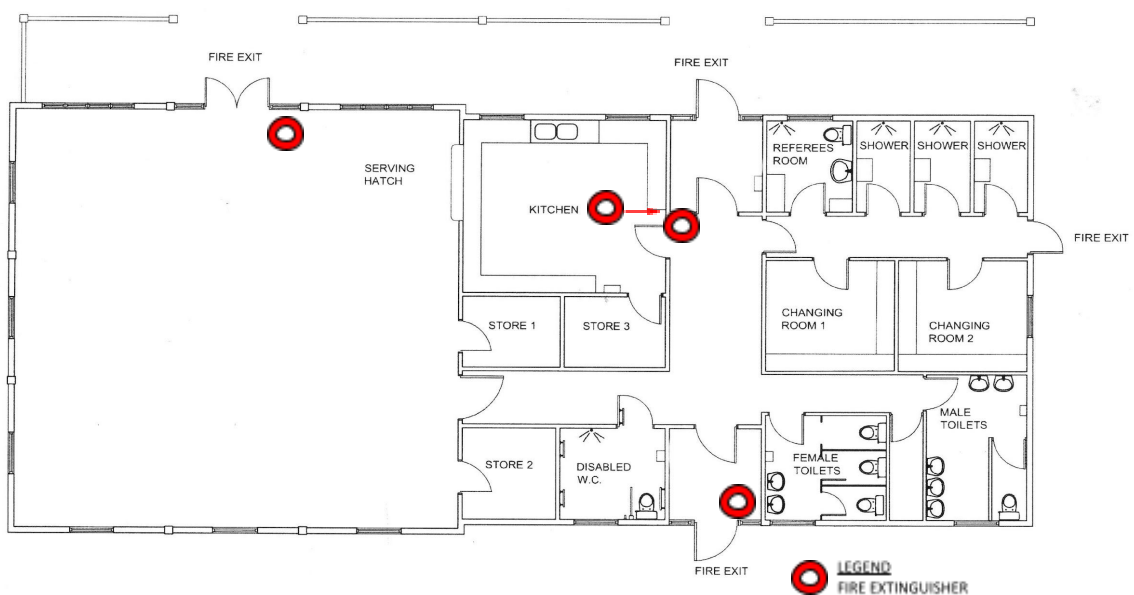
The Fire assembly point is beside the access gate at the bottom of the access track from the car park.

You must be aware that:

1. There is an automatic fire alarm system that sounds an alarm.
2. You must inform people of the whereabouts of the fire exits and the fire assembly point
3. You must keep all fire exits unlocked and free of obstruction. You must ensure that all Emergency Exit signs are switched on.
4. You must ensure that the gate from the car park is open and the road is not blocked, to allow access for emergency vehicles.
5. The Pavilion is a single storey building and all fire exits are accessible to wheelchair users
6. No naked flames (e.g. candles) must be lit within the building
7. There is a no smoking policy throughout the pavilion. You must ensure that this policy is adhered to
8. Should the fire alarm sound you should ensure that everyone leaves the building and check that everyone is outside, especially children or disabled persons.
9. If there is a fire you should:
  - a. Phone 999 and ask for the Fire Service (see note below)
  - b. Where appropriate and safe to do so, use the fire extinguishers
10. Do not allow re-entry without the permission of the Fire Service

**There is no land line telephone in the pavilion. You must ensure that you have access to a mobile phone for emergency purposes.**

## Layout of Moulsford Pavilion



### Moulsford Pavilion Food Handling Guidelines

Smoking is strictly prohibited anywhere in the pavilion.

Wash your hands thoroughly:

- before touching food
- after preparing fresh meat, poultry or fish
- after using the lavatory
- after blowing your nose
- before serving food

A basin for hand washing only is provided in the kitchen.

If you have any skin, nose, throat or bowel trouble **YOU MUST NOT HANDLE FOOD**. Do not cough or sneeze over food.

Please wear clean clothes and a protective apron or overall.

Use waterproof dressings on cuts, sores or abrasions and keep the dressing clean. Wear thin rubber or plastic gloves if necessary.

Always use clean utensils. Use a clean utensil in preference to your hands.

Always use clean cloths for washing, wiping or drying.

Do not use chipped or cracked crockery. If crockery belonging to the pavilion is damaged, please put it on one side and report it to the Bookings Secretary.

Clean up as you go and wipe up spillages as they occur.

Keep prepared foods covered until they are to be served. Do not place uncooked meat, poultry or fish near cooked preparations unless they are securely wrapped.

Keep fish, meat, vegetable or dairy products and foods containing them either below 8°C or, if they are cooked and waiting to be eaten hot, above 63°C.

Keep waste bins properly covered at all times.

When you have finished your preparations, please wash and dry everything you have used and put it away. Clean the sink, work surfaces and any spills on the floor.

The dishwashers may be left running when you leave the premises.

You must remove all kitchen rubbish at the end of your hire period and dispose of it properly.