



CHURCH STRETTON TOWN COUNCIL RUSSELL'S MEADOW PAVILION CONDITIONS OF HIRE

These Conditions apply to the hire of the Church Stretton Town Council owned Russell's Meadow Pavilion premise and spaces:

1. Booking Conditions

The completed Agreement must show the actual period required, including preparation and cleaning up time, and these times of entry and departure must be strictly observed. Any excess period will be charged at the hourly rate.

The Hirer must not access the site outside the agreed booking period without prior written approval from the Town Council. The latest time for use to end is **11.00pm**, and the building must be vacated by **11.30pm**.

2. The Hirer

The person signing the Booking Agreement shall be deemed the Hirer.

Where an organisation is named on the Booking Agreement, both the organisation and the individual signing shall be jointly and severally responsible for complying with these Conditions.

The Hirer is responsible for the conduct of everyone attending, participating in or working at the event.

3. During the Hire

The Hirer shall:

- ensure adequate supervision throughout the event;
- comply with all reasonable directions issued by authorised Town Council officers;
- keep noise to a reasonable level and minimise disturbance to neighbouring properties;
- ensure emergency vehicle access remains unobstructed;
- secure any keys or access codes issued for the booking;
- ensure attendees leave the premises quietly and responsibly.

4. At the End of the Hiring

The Hirer shall leave the Pavilion, kitchen, equipment and surrounding area clean and tidy, remove all equipment and waste generated by the event unless otherwise agreed, and return any heating controls to their original settings.

5. Insurance

The Hirer shall:

- hold appropriate insurance where required;

- indemnify the Town Council against claims arising from the Hirer's activities except where caused by Council negligence;
- provide Public Liability Insurance (and any other requested insurance) before the event.

6. Health and Safety

The Hirer shall:

- comply with all relevant health and safety legislation;
- appoint a competent person responsible for health and safety;
- complete and provide a suitable risk assessment where required;
- ensure suitable first aid arrangements are available;
- ensure contractors operate safely;
- report accidents involving Pavilion first aid equipment.

7. Fire Safety

The Hirer shall:

- act as Fire Warden (or appoint one);
- ensure attendees know the fire evacuation arrangements;
- keep escape routes clear and prevent overcrowding;
- prohibit smoking, naked flames and indoor barbecues;
- nominate a responsible person to contact the Fire and Rescue Service if required;
- report any use of fire safety equipment to the Town Council.

8. Sale of Alcohol

The Russell's Meadow Pavilion is licensed under the Licensing Act 2003 for most regulated entertainments and the retail sale of alcohol in accordance with the terms of its Premises Licence, which is displayed in the Pavilion.

The Hirer shall operate a **Challenge 25** policy where alcohol is sold.

Alcohol must not be served in glass bottles during larger public events where the Town Council considers plastic or reusable drinking vessels necessary for public safety.

It is a condition of hire that the holder of a current Personal Licence, as defined by the Licensing Act 2003, is present on the premises whenever the sale of alcohol takes place, or has designated someone in lieu and has detailed that on the Alcohol Licensing form.

No alcohol may be sold after 10.00pm.

9. Safeguarding of Children and Vulnerable Adults

Where children or vulnerable adults will be present during the hire (unless the hire is for a single private event), the Hirer must ensure that, where relevant, they have a Safeguarding Policy which includes DBS checks where required and appropriate minimum staffing levels. Evidence of this must be provided to the Town Clerk upon request.

The Town Council reserves the right to refuse a booking or request references from two referees before accepting a booking.

10. Hirer's Responsibilities

- use only the booked areas;
- no subletting;
- no fixing items to walls;
- maintain good order;
- contact emergency services if necessary;
- remove equipment after the booking;
- leave premises clean and tidy;
- report damage;
- reimburse the Council for repair costs.

11. Electrical Equipment

The Hirer shall ensure all electrical equipment, whether Council-owned or privately supplied, is suitable, properly maintained and used safely. Council consent must be obtained before additional lighting or electrical extensions are used. Council staff will not assemble or operate equipment not owned by the Council.

12. Town Council's Rights and Responsibilities

- The Council shall not be liable for any loss arising from the breakdown of machinery, failure of electricity or gas supplies, leakage of water, fire, government restriction or Act of God which causes the accommodation to be temporarily closed or the hiring to be interrupted or cancelled.
- The Council accepts no liability for any loss or damage suffered by the Hirer, persons attending or persons supplying services arising from failure to use electrical equipment, whether Council-owned or otherwise, in a safe and proper manner. The Council further accepts no liability whatsoever for loss or damage arising from defective electrical equipment not owned by the Council.
- The Council reserves to the Town Clerk the right to stop any entertainment or meeting that is not properly conducted or is excessively noisy.
- The Town Clerk, together with any person authorised by the Town Clerk, shall have the right of free and unimpeded entry at all times and for all purposes to and from the accommodation.
- The Town Council reserves the right to inspect the Pavilion before and after any event.
- The Town Council reserves the right to recover the reasonable costs of repairing damage, replacing lost property or removing unauthorised waste resulting from the hire.

13. Cancellation

The Town Council reserves the right to cancel or terminate any booking where:

- these Conditions are breached;
- the event presents unacceptable safety risks;
- severe weather makes the site unsafe;
- emergency works are required;
- circumstances beyond the Council's control prevent the event proceeding.
- Where insufficient documentation (including insurance, licences or risk assessments where required) has not been provided by the required deadline, the Town Council reserves the right to cancel the booking.

Refunds will be considered at the Council's discretion depending on the circumstances

14. Booking Administration

General Bookings

- Applications must be submitted using the prescribed booking form.
- Bookings will not normally be accepted from persons under 18 years of age.
- The Town Council reserves the right to refuse any booking at its discretion.
- Payment must normally be received no later than seven days before the booking unless otherwise agreed by the Town Clerk.
- Failure to make payment by the required date may result in cancellation of the booking.

Block Bookings

- Block bookings may be made up to **12 months** in advance.
- Existing regular hirers will normally receive first priority when renewing block bookings.
- Where possible, hirers are encouraged to accommodate occasional one-off community bookings.
- The Town Council reserves the right to suspend a booking where the premises are required for official Town Council business. Alternative dates will be offered wherever reasonably practicable.
- Requests for new block bookings on days where regular occasional bookings are common (for example Saturday evenings) will normally only be confirmed one month in advance.

Charges and Deposits

- Hire charges will apply at the rate of the current fees at the time of the event, and are subject to change in line with any yearly increases in price.
- The Town Clerk will determine the appropriate charging category.
- Where charitable rates apply, evidence may be requested confirming that funds raised benefit the stated local charity.
- A refundable damage deposit may be required before a booking is confirmed.

Deposits will be refunded following the booking provided no damage, excessive cleaning or breakages have occurred.

15. Keys and Security

The Hirer shall:

- keep keys and codes secure;
- return all issued keys and security devices;
- report lost keys immediately.

16. Event Requirements

Where applicable, the Hirer shall obtain and comply with all licences, permits and permissions required for the event, including (where relevant):

- copyright licences;
- performances involving children;
- raffles, lotteries or fundraising activities;
- food hygiene requirements;
- temporary structures;
- road closures or traffic management.

Copies shall be provided to the Town Council upon request.

17. Compliance with Laws

The Hirer shall comply with all relevant legislation, including but not limited to:

- Health and Safety at Work etc. Act 1974
- Equality Act 2010
- Licensing Act 2003
- Environmental Protection Act 1990
- Fire Safety legislation
- Food Safety legislation (where applicable)
- Any conditions imposed by Shropshire Council, emergency services or other statutory authorities.