



## **Terms and Conditions for Jubilee Pavilion**

Jubilee Fields Sway Parish Council, Station Road Sway, SO41 6BE

### **Entry**

The right of entry to the building is reserved to Sway Parish Council and any other agent of Sway Parish Council and any police officer at any time during the hiring.

### **Conduct and Good Order**

The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building and shall not create a noise nuisance. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.

### **Cessation of activity**

Sway Parish Council reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.

### **No additions to the building**

No fixtures/fitments of any kind shall be taken into or removed from any part of the Building nor shall any placard or other articles be fixed hereto.

### **Property Removal**

Property of the Hirer and the Hirer's agent must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. Sway Parish Council accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.

### **Lighting**

No additional lights or extension from the existing electric light fittings shall be used without the previous consent of Sway Parish Council.

### **Hire Period**

The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up. Please allow adequate time within your booking.

### **Use of Premises**

- The Hirer shall not use the premises for any purpose other than that described in the Booking Form as signed by the Hirer, and shall not sub-let 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.
- Any alteration, fixture or fitting or attachment so approved shall at the discretion of Sway Parish Council and remain in the premises at the end of the hiring and become the property of Sway Parish Council or be removed by the Hirer who must make good to the satisfaction of Sway Parish Council any damage caused to the premises by such removal.

- Hirers are responsible for ensuring the facility is left in a clean and tidy condition. All rubbish etc. must be removed by the hirer. Sway Parish council has the right to charge for the removal and disposal of any rubbish/waste left in or outside the facility by the hirer.
- Smoke machines are not allowed.
- Devices must not be used to watch or record programmes as they are being shown on TV.
- Hirers are responsible for ensuring that any electrical equipment they bring on to the premises is in a safe condition and is fit for purpose.
- Nothing is to be put down the drains that may cause them to block.
- Jubilee Pavilion is a no smoking establishment.

### **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to a member the public to Sway Parish Council as soon as possible. Certain types of accident or injury may require submission of a form to the HSE. The Clerk will notify the hirer if this is the case.

Any failure of equipment belonging to Sway Parish Council must also be reported as soon as possible.

### **Cancellation**

Payment due, in full, must be made prior to the date of hire.

Cancellations up to 48 hours prior to the event: 50% of the hire charge is returned

Cancellations within 48 hours or no show — full hire charge

Sway Parish Council has 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 bye-election
- Should Sway Parish Council reasonably consider that (1) such hiring might 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.
- The premises becoming unfit for the use intended by the Hirer.

### **No Rights**

The Agreement to Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation or permission to sublet on the Hirer. The Hirer agrees with Sway Parish Council being present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

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; and 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.

Sway Parish Council shall have the right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing. Overnight occupancy within Jubilee Pavilion or grounds is not permitted

### **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.

### **Public Safety**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Jubilee Pavilion Hall'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 Sway Parish Councils Health and Safety policy

### **Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Hirer should be aware of the means of escape in the event of fire prior to the booking commencing.

### **Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Sway Parish Council.

### **Electrical appliance safety**

The Hirer shall ensure that:

- Highly flammable substances, including any form of fireworks, 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 permission Sway Parish Council.
- No naked lights, including candles, oil lamps, floating lanterns and the like are permitted anywhere within the boundary limits of Jubilee Fields.
- All electrical equipment brought into the building must be PAT tested.

### **Alcohol & Drugs**

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

Hirers are responsible for obtaining any licenses that may be required.

### **Complaints**

The Hirer shall notify Sway Parish Council of any complaint relating to the hire of the Pavilion in writing within 14 days of the hire date.

### **Parking**

- Parking is strictly prohibited on the grassy areas. Failure to keep to the car park will result in loss of damage deposit.
- All drivers are requested to drive in a safe and responsible manner when entering or leaving the grounds.
- Parking spaces provided for the disabled are for the use of disabled drivers only.

- Hirers are asked to ensure that no obstruction is caused to neighbouring properties or highways.
- There is ample parking but priority is given to Jubilee Field User Group Members and Sway Parish Council staff.
- Access must be available at all times for the emergency service

### **Booking the Pavilion**

- Please enclose your FULL FEE for the hire of Jubilee Pavilion with your booking form. We will normally require full payment prior to the booking date
- Please also enclose your Security Deposit if requested. Sway Parish Council may require a security deposit of £100 on a separate cheque. This cheque will be returned to you if there is no damage
- Your booking is only confirmed when you receive a confirmation from Sway Parish Council
- It is the responsibility of the person signing this form to ensure that all users are familiar with the conditions of hire
- It is important to allow adequate time for setting-up and clearing away within your booked times
- Arrangements for entry to Jubilee Pavilion must be made with Sway Parish Council by telephoning Sway Parish Council 01590 718116 or by emailing [clerk@sway-pc.gov.uk](mailto:clerk@sway-pc.gov.uk)
- You will be sent full information on hiring Jubilee Pavilion once we receive your booking form and payment(s)
- Hirers are responsible for providing their own tea towels

### **Loss and Damage**

- Sway Parish Council accepts no responsibility for loss or damage to personal possessions
- All breakages and/or damage must be reported to the Parish Clerk as soon as possible, and be paid for
- The Parish Council accepts no responsibility for personal loss or injury whilst on the premises, or in the car park, on Jubilee Fields, or other facilities
- It is the responsibility of the hirer to ensure that the Jubilee Pavilion is in a safe and fit condition for the activity they are undertaking

*Updated July 2020*