

**MARTLESHAM HEATH PAVILION
CONDITIONS OF HIRE**

1. The Hirer must be over the age of **21 YEARS** and shall be responsible for ensuring the following Local Government Licence conditions are complied with:
 - a. The number of people in the main hall, at any one time shall not exceed: 60 sitting, 80 sitting/standing (e.g. buffet), 100 standing.
 - b. When using the main hall, the Hirer shall designate **at least two people to act as stewards to take charge in case of fire who should familiarise themselves with the positions of exits and fire fighting equipment. In the case of the changing rooms, at least one person must be designated to fulfil this role.**
 - c. All food stored, prepared, handled and served for human consumption must be treated in accordance with all current food hygiene legislation, further details of which may be obtained from Suffolk Coastal District Council, Foods and Safety Team, Melton Hill, Woodbridge IP12 1AU. (Telephone No. 01394 444357) **Only the cooking facilities supplied may be used on the premises.**
 - d. **The Pavilion's lease does not permit the storage, sale or supply of intoxicating liquor.**
 - e. Smoking on the premises is unlawful and not permitted.
2. While the Pavilion's special Covid-19 hiring conditions are in place, these must also be adhered to and the Covid-19 Risk Assessment taken into account.
3. The Hirer will during the period of hire be responsible for the supervision, care and protection from damage of the premises, fabric and contents and for the behaviour of all persons using the premises whatever their capacity including supervision of the car park. **No vehicles may be parked on the Green.**
4. The Hirer shall ensure that any activities involving children or vulnerable adults are properly supervised by responsible adults.
5. The Hirer shall ensure that statutory requirements with regard to the safeguarding of children and vulnerable adults are complied with, e.g. that DBS checks are carried out where appropriate. (Information is available via the www.gov.uk website.)
6. The Hirer understands and agrees to the Pavilion's Privacy policy and CCTV policy (these policies can be seen at <http://martlesham.org.uk/pavilion/>)
7. The Hirer shall indemnify and keep indemnified each member of the Pavilion Management Committee (hereinafter referred to as the Committee) and the Pavilion's employees, volunteers, agents and invitees against:
 - a. The cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises.
 - b. All claims 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.
8. Booking fees must be paid in full for all bookings (casual and regular) unless the Hirer cancels the booking at least 7 days before the hiring date. (The Committee may use its discretion to waive the fee or rearrange the booking if the reason for short-notice cancellation is unforeseen and outside the Hirer's control.)
9. The Hirer shall pay the hiring fees as follows:
 - a. Casual bookings: Full payment of the hiring fee plus a deposit of £50 must be made to the Booking Secretary at least 7 days before the hiring date. The deposit will be returned/cancelled if no extra costs or cleaning is necessary as a result of the hire.
 - b. Regular bookings: The Hirer will normally be invoiced quarterly in arrears; payment is due within 21 days. New regular hirers, where there is no supporting organisation (e.g. public body or recognised charity), will be asked for a £50 deposit, to be held for the first 6 months or 2 invoicing periods.

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- c. Changing rooms: The Hirer will be invoiced at the end of each playing season; payment is due within 21 days.
10. Hire fees are subject to revision by the Committee without prior notice (rates are normally reviewed every 1st September).
11. 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 bye-election.
 - b. The Committee reasonably considering that the hiring will lead to a breach of it's own lease or other legal statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - c. The premises becoming unfit for the use intended by the Hirer.
 - d. Accidental double bookings.

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

12. Bookings may be made from 9am – 11pm. Permission must be sought in advance for any events involving the playing of music. Hiring of the premises for such events will be at the discretion of the Committee. **All musical events must end by 11pm and the volume kept at reasonable level so as not to cause annoyance. Discos are only permitted for under 12s and they MUST end by 9pm.**
13. The Hirer shall not sub-let or use the premises in any unlawful way.
14. The Hirer shall not bring on to the premises anything, which may endanger the premises or its users.
15. Local organisations which may have equipment and other property stored on the premises must make their own arrangements for insurance cover.
16. **Furniture must NOT be removed from the building.**
17. No press advertising of any commercial function to be held on the premises without prior written permission of the Committee.
18. The Hirer shall enter all accidents in the Accident book and report incidents including injury and loss or damage of property to the Committee. In the case of destruction, damage or loss by theft, or attempt thereat, the Hirer shall give immediate notice to the Police. In the event of any occurrence likely to give rise to a claim or upon the receipt of the Hirer of notice of claim, the Hirer shall immediately notify the Committee and provide such particulars and information as the Committee requires.
19. The Committee reserves the right of free admission during the period of hire to observe compliance with the conditions of hire.
20. The Committee reserves the right to charge the Hirer for any electricity used beyond the period of hire.
21. No Liquid Petroleum Gas or other inflammable Cylinders to be brought into the building or stood outside.
22. The Hirer shall ensure that no animals (including birds), except guide dogs, are brought into the premises, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.
23. The Pavilion does not have a TV licence. This means that hirers and their guests may NOT watch or record live TV programmes on any channel or device or download or watch BBC programmes on iPlayer whilst in the Pavilion. However, if an individual is covered by a licence

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at their home address, they may use their mobile device to watch TV programmes as long as they are not plugged into the mains or using any Pavilion equipment.

24. It is not permitted to use Blue Tac, Sellotape, Drawing Pins, Nails, and Screws etc. to attach items to the walls or the woodwork. Hooks are provided for balloons etc. Play Sand is not permitted in the Pavilion. If water, paint or clay or are used the floor, tables and chairs must be adequately protected. No glitter products and no fireworks of any description may be used on the premises. **Chewing gum is not allowed on the premises.**
25. **Stiletto heels, Cricket Spikes and Football Studs must not be worn inside (including the changing rooms) as these cause IRREPARABLE damage to the flooring. Spillages must be wiped up immediately to prevent damage to the floor. The Hirer will be liable for any damage so caused.**
26. **At the end of the hire the Hirer MUST ensure the following procedures are carried out** (depending on which rooms have been in use):

- i. The Hirer shall be responsible for leaving the premises and surroundings clean and tidy at the proper time and fit to be used by the next letting:
 - Stack chairs and folding tables, returning all to their designated positions.
 - Vacuum clean the hall floor
 - Clean the changing room floors
 - Check toilets, flush if necessary and leave as you would wish to find them
 - Check shower area and wash over floor if necessary
 - Check kitchen area, wipe work surfaces and wash over floor if necessary.
- ii. All articles brought into the Pavilion and all rubbish including soiled disposable nappies, glass bottles, leftover food and any other refuse generated from the premises must be taken away by the Hirer and disposed of elsewhere, NOT in the vicinity of the Pavilion.
- iii. Secure all windows and doors, checking that all emergency doors are closed
- iv. Switch off all lights and electrical appliances on vacating the premises in accordance with the instructions on the key fob.
- v. Return keys to the booking secretary (unless being retained as a designated key holder).

27. **Failure to comply with any of the above procedures may involve the forfeit of part or all of any deposit paid or a separate charge in addition to the normal booking fee.**
28. Any complaints concerning the premises must be made as soon as possible, in writing, to the Committee through the Booking Secretary.
29. The Committee will not accept any amendments to these hiring conditions, unless such amendments are in writing and signed by an officer of the Committee.
30. **The decision of the Committee is final and binding on all matters pertaining to Martlesham Heath Pavilion.**