



LAVENDON PARISH COUNCIL

Clerk
The Pavilion
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Terms & Conditions of Hire for The Pavilion

Please Read These Terms and Conditions Carefully

1. Hire Agreement

- 1.1 This Agreement is between the hirer and Lavendon Parish Council, hereafter referred to as LPC.
- 1.2. LPC reserves the right to refuse hire of the Pavilion and other equipment.
- 1.3. LPC does not accept liability for consequential loss of earnings or any other loss whatsoever arising from the hire, use or cancellation of a booking(s) of the Pavilion.
- 1.4. LPC does not accept liability for hirers' or users' property brought into the Pavilion. To do so is entirely at the hirers' or users' risk.
- 1.5. Hirers are advised that the Pavilion floor is not suitable for use without footwear being worn, or for sitting on and that they should inform users accordingly. LPC will not accept responsibility for any injury caused as a result of this advice not being heeded.
- 1.6. LPC requires a minimum of 7 days' notice of cancellation prior to an event and reserves the right to charge where this requirement is not met.
- 1.7. Hirers or users of the Pavilion who are in possession of Pavilion keys will **not** under any circumstances arrange for duplicate keys to be cut.
- 1.8. It is a requirement (for insurance purposes) that a Hire Agreement is completed and returned by the applicant. Failure to return a completed Hire Agreement may result in the cancellation of your event.
- 1.9. Where periods of hire are until midnight, these must finish promptly and attendees are requested to leave quietly in consideration of people living close by.

2. Charging

- 2.1. The Pavilion may only be hired by the hour or half hour.
- 2.2. A deposit will be required in addition to the hire charge, unless otherwise agreed with LPC. This is returnable following an event, subject to compliance with the Terms & Conditions of hire.
- 2.3. The deposit must be paid at the time the hire booking is made. The remaining hire charge can be paid prior to, or at the time of collecting the keys to the Pavilion, unless agreed otherwise with LPC. Deposits should be paid to the Clerk, preferably by cheque, and made payable to "Lavendon Parish Council".

3. Condition of Hall and hired Items

- 3.1. The Committee will be responsible for ensuring that the Pavilion is in a reasonable state of cleanliness at the beginning of a hire period.
- 3.2. The hirer is responsible for leaving the floor of the hall and other hired areas free of litter and other debris at the end of a hire period. If the Cleaner has to spend an unreasonable time cleaning these areas, then a minimum of £10, possibly more, will be withheld from the deposit.
- 3.3. Where the use of the cooker forms part of the Hire Agreement, the hirer is responsible for leaving the cooker hob & oven clean and switched off after use.
- 3.4. At the end of a hire period, furniture is to be left in the position and condition as found at the beginning of the period of hire. The tables must be wiped clean.
- 3.5. If used, hired crockery and cutlery must be left clean and dry after use.
- 3.6. Broken items such as china, glass etc. must be wrapped and placed in the kitchen. Breakages and damage to the building must be reported to the key-holder. Replacement and repair will be charged to the hirer at cost.
- 3.7. Items such as posters, decorations, displays etc. must not be fixed to walls in such a way that damage may be caused to the building interior or decor.
- 3.8. All refuse must be placed in black bin bags and put outside in the dustbin at the end of the period of hire. Recyclable material should be placed in the pink sacks provided.

4. Health and Safety

- 4.1. LPC has carried out a risk assessment and put in place procedures to minimise risk to users of the Pavilion. The hirer also has a responsibility to do the same and consider the safety of attendees of their event, at all times. LPC advises that this should include ensuring that exits are kept clear, that fire-fighting equipment is not interfered with unless used in earnest and the naked flame restrictions are observed, as stated in clause 4.4 of this document.

4.2. Hirers are advised that if storing, preparing or serving food at the Pavilion, they must comply with the current food hygiene regulations. A best practice guide has been prepared by LPC and is located in the kitchen area for the benefit of hirers and/or their caterers. The hirer is responsible for ensuring that the regulations are complied with and LPC will not accept any responsibility where hirers fail to comply with the law.

4.3. The Pavilion is a designated public place and consequently smoking within any area of the building known as The Pavilion (including kitchen, toilets and lobby) is not permitted by law.

4.4. In the interest of safety, naked flame lighting is only permitted where contained within a suitable stable glass or ceramic receptacle and where the naked flame does not extend above the rim of the receptacle.

4.5. Adequate arrangements shall be made for the evacuation of disabled persons in an emergency. A disabled person confined to a wheelchair shall be accompanied by an able-bodied person, not being a person under 18 years of age, capable of assisting him/her from the building in case of emergency and who shall be seated adjacent to the disabled person.

4.6. The hirer is advised that minimal first aid items are available at the Pavilion. There is a first aid kit in the kitchen, for use if necessary. The hirer is responsible for the provision of any other first aid facilities they deem necessary for their event.

4.7. A maximum of 80 persons is allowed within the confines of the Pavilion at any one time during any hire period. This includes all events including those where a Temporary (licensed) Event has been authorised.

5. Insurance

5.1. Hirers of the Pavilion, who hire the hall for commercial events, are required to provide their own cover against public liability risks for the period they have use of the Pavilion. A copy of the Public Liability Insurance Certificate must be returned with the Hire Agreement. Failure to do so may result in your booking being cancelled.

5.2. LPC does not accept any liability for injuries incurred on the premises and if the hirers are unsure, they should take out their own insurance.

5.3. Property owned by the hirer or users of the Pavilion must not be left on the premises overnight, without prior agreement with LPC. It is the hirer's responsibility to provide insurance cover for property brought into the Pavilion.

6. Temporary Event Notice

6.1. If you intend to provide any of the following at your function, you will need to submit a Temporary Event Notice application and obtain authorisation for your event:

- a) Direct or indirect sale of alcohol through a charge for attending an event.
- b) Provision of entertainment, including live or recorded music through a charge for attending an event.
- c) Sale of hot food or drink after 23:00 hours (11:00pm).

A Temporary Event Notice (authorisation) can be obtained by applying to the Milton Keynes Licensing Authority at least two weeks before an event and they will make a charge for the application. It is advised that this application is made as far in advance of the event as is possible. (It is a criminal offence to hold an event without obtaining a Temporary Event Notice authorisation where one is required). LPC hereby give notice to the hirer of Pavilion that it is the person hiring the facility that is responsible for establishing the requirement and for obtaining the requisite authorisation where appropriate. LPC will not be held responsible for any failure on the part of the hirer to comply with the law.