

# MARTLESHAM HEATH PAVILION

## CONDITIONS OF HIRE

### INTRODUCTION

Village halls must operate within certain legal requirements. For Martlesham Heath Pavilion, these include:

- Legal requirements for premises providing public access and usage
- The lease, which imposes certain restrictions on usage of the premises
- Premises insurance policy cover and exclusions.

The Conditions of Hire set out below reflect these legal and contractual requirements as well as policies adopted by the Pavilion Management Committee for the safe usage of the premises and to maintain its condition for the future benefit of the community.

The Committee will not accept any amendments to these Conditions of Hire, unless such amendments are in writing and signed by an officer of the Committee. The decision of the Committee is final and binding on all matters pertaining to Martlesham Heath Pavilion.

The Committee reserves the right to decline unsuitable hirers, e.g. where a previous hirer did not comply with the Conditions of Hire or a Hirer is too young to enter a legal agreement.

The Committee reserves the right of free admission during the period of hire to observe compliance with these Conditions or for other legitimate purposes

Any complaints concerning the premises must be made as soon as possible, in writing, to the Committee via the Booking Secretary.

### POLICIES BASED ON LEGAL REQUIREMENTS

1. The Hirer, who must be at least 18 years old, must not sub-let or use the premises in any unlawful way.
2. During the period of hire, the Hirer is responsible for the:
  - compliance with these Conditions of Hire and the Hiring Agreement
  - supervision, care and protection from damage, of the premises, fabric and contents
  - behaviour of all persons using the premises whatever their capacity
  - supervision of the car park - no vehicles may be parked on the Green.
3. The Pavilion is available for hire from 8am to 11pm Monday - Saturday and 9am – 10.30pm on Sundays. Exceptions to these times are made when the building is used as a polling station or if needed as an emergency rest centre.
4. The number of people in the main hall, at any one time must not exceed: 60 sitting, 80 sitting/standing (e.g. buffet), 100 standing.
5. The Hirer must designate at least two people (main hall) or one person (sports store) to act as fire safety stewards who will take charge in the event of a fire. Hirers must have a list of attendees for each meeting/event so that, if evacuation is required, the stewards and the fire service can check whether everyone is accounted for. Smoking on the premises is unlawful and not permitted. Attendees must be made aware of the location of the fire exits and muster point (in the car park behind the Pavilion, near the play park railing, furthest away from the building). All attendees must be checked off the list

at the muster point before being allowed to leave. Otherwise, someone might risk their life searching for them inside.

6. Whenever 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.
7. The Hirer understands and agrees to the Pavilion's Privacy policy and CCTV policy ([see http://martlesham.org.uk/pavilion/](http://martlesham.org.uk/pavilion/))
8. The Pavilion's lease does not permit the storage, sale or supply of intoxicating liquor.
9. 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 East Suffolk Coastal District Council, Foods and Safety Team (See website: <https://www.eastsuffolk.gov.uk/business/food-safety/> or phone: 0333 016 2000).
10. Only the cooking facilities supplied may be used on the premises.
11. Litter and all bottles or glasses left outside must be cleared away
12. Users must leave the premises quietly.
13. Electric wires for equipment are not allowed outside the building without permission and a specific written risk assessment. Cables etc. must not cross the public footpath
14. Bouncy castles must not be erected on its premises, inside or out.

#### CHILDREN AND VULNERABLE ADULTS

15. The Hirer must ensure that any activities involving children or vulnerable adults are properly supervised by responsible adults.
16. Persons under 16 must be supervised at all times by an adult. Children under 12 years must not be allowed in the kitchen unless accompanied by an adult.
17. If children or vulnerable adults are present, the Hirer must 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. The Hirer should familiarise themselves with the content of and agree to abide by the Pavilion's Safeguarding Policy (see <http://martlesham.org.uk/pavilion/> - see especially s.5 of that policy which sets out the Hirer's responsibilities).

#### BOOKINGS AND PAYMENT OF FEES

18. 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.)
19. The Hirer must 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 14 days of receipt of invoice.
20. Hiring fees are normally reviewed annually and any changes implemented with effect from 1<sup>st</sup> September. However, the Committee reserves the right to update the hiring fees at any time.

21. The Committee reserves the right to cancel a 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 its lease or other legal statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of the hiring.
  - c. The premises becoming unfit for the use intended by the Hirer.
  - d. Accidental double bookings.

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

22. Local organisations, which may have equipment and other property stored on the premises, must make their own arrangements for insurance cover.

#### MUSIC, WATCHING TV

23. Permission must be sought in advance for any events involving the playing of music. Hiring of the premises for such events is at the discretion of the Committee. All musical events must end by 11pm (10.30pm on Sundays) and the volume kept at reasonable level so as not to cause annoyance to neighbouring residents. Discos are only permitted for under 12s and must end by 9pm.
24. The Pavilion does not have a TV licence. This means that hirers and their guests must 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 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.

#### EXCLUDED ACTIVITIES

The following items must not be brought into the Pavilion for use on its premises or, where indicated, for use outside.

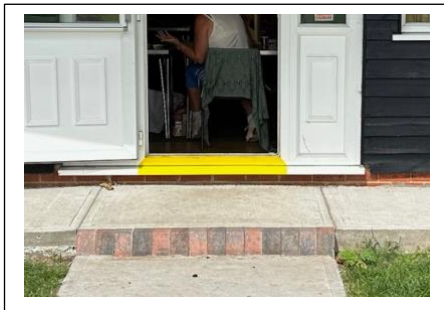
25. As the pavilion is a wooden building, no Liquid Petroleum Gas or other **flammable cylinders** to be brought into the building or stood outside. Similarly, **barbecues** and **fireworks** are not allowed.
26. No **animals** (including birds), except guide dogs, other than for a special event agreed in advance by the Committee. No animals whatsoever are to enter the kitchen at any time.
27. The following items are not permitted:
  - a. **Blue/White Tac, Sellotape, Drawing Pins, Nails, and Screws** etc. to attach items to the walls or the woodwork. Hooks are provided for balloons and other hanging decorations.
  - b. **Play sand or glitter** products
  - c. If water, paint or clay or are used, the **floor, tables and chairs must be adequately protected and left clean afterwards.**

d. **Chewing gum.**

28. **Stiletto heels, Cricket Spikes and Football Studs** must not be worn inside or on the coloured play surfaces outside. Such footwear causes IRREPARABLE damage to the flooring/surfacing.
29. Spillages must be wiped up immediately to prevent damage to the floor.
30. The Hirer must not bring on to the premises anything, which may endanger the premises or its users.
31. Furniture must not be removed from the building.

#### HEALTH AND SAFETY

32. The Hirer must 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, the Hirer must also report it to the Police as soon as possible. In the event of any occurrence likely to give rise to a claim or, upon the receipt of the Hirer of notice of a claim, the Hirer must immediately notify the Committee and provide such particulars and information as the Committee requires.
33. Entering the Pavilion should always be via the main entrance door at the side of the Pavilion closest to the church. This [accessible entrance](#) has a ramp, rail and step-free access, which leads to an internal lobby with a floor mat, to stop the interior floors becoming muddy and wet. The lobby leads to the main hall, kitchen and toilets, including an accessible toilet. The fire exit doors that face the Green and the play park should **NOT** be used as entrance or exit doors (except for emergency use), as it they have steps and no 'step off' mat to keep the hall floor as clean as possible.



#### END OF HIRE RESPONSIBILITIES

34. The Hirer must leave the premises and surroundings clean and tidy, at the correct time, and fit to be used by the next letting. **The Hirer MUST ensure the following procedures are carried out:**
  - a. Main hall
    - Clean tables if required and fold flat – place in the large cupboard. Stack chairs against the far wall underneath the black line.
    - Vacuum clean the hall floor as required
  - b. Kitchen and toilets
    - Check kitchen area, empty the fridge, wipe work surfaces and wash floor if necessary

- Empty bins and check toilets are clean and flushed, as you would wish to find them
  - c. Sports store and toilet
    - Clean the floors and check the toilet is left clean
  - d. 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.
  - e. Secure all windows and doors, checking that all emergency doors are closed.
  - f. Switch off all lights and electrical appliances on vacating the premises in accordance with the instructions on the key fob.
  - g. Ensure the main door is locked on leaving with the key fob.
  - h. Return key fob to the booking secretary (unless being retained by a designated key holder).
- 35. Failure to comply with any of the procedures listed above may involve the forfeit of part or all of any deposit paid or a separate charge in addition to the normal booking fee.**