

Cholsey Pavilion Application for Hire and Contract (One Event)

Name of Applicant:	Tel No:
Address:	
Email:	
Hired on behalf of:	(Organisations Only)
Purpose of Hire:	Date required:
Start Time:	Finish Time:

Number of people estimated to attend the event:

Hire of Hall	hours at	per hour
Hire of Foyer (only) Hours at £10.00 NB: Other users of the hall will still have access to the foyer at all times		Per hour
Fixed Charge Event		(£200 per day)
Permission to supply alcohol by sale or gift (optional)		£15.00 per booking
Kitchen including standard cutlery and kitchen equipment (optional)		£10.00 per session
Presentation Cutlery (for weddings or very special events)		£50.00 per booking
Putting out chairs (optional)		£12.00 per booking
Clearing of chairs (optional)		£12.00 per booking
Other items		(by agreement)
Total to Pay		
Damage Deposit (made with booking): Please make out a separate cheque just for this amount so that it can be retained as a damage deposit and shredded after your event if there are no damages, extra cleaning or other charges required. This is in addition to payment of the booking fee.		£150.00

Signed

Date

You will be allowed 30 minutes before and after your event for setting up and clearing away. If you need longer you will need to extend your booking time.

I, the undersigned applicant, not being under eighteen years of age, declare that I have read and understood the conditions of hire and undertake to be bound by them and enclose a Damage Deposit cheque of £150.00 and a further hiring fee cheque for £_____, both made payable to "Cholsey Pavilion Trust".

I have noted in particular Clauses 10, 11 and 33 to 37 relating to licensing, cleaning, rubbish removal and safe closing of the building.

Conditions of Hire – Cholsey Pavilion, Station Road, Cholsey

Introduction

(i) The applicant signing the form is deemed to be the Hirer of the premises and is the Liable Payer. The hiring of the Pavilion is subject to strict compliance with the following terms and conditions and to such additional regulations as the Trust may from time to time deem it desirable to make. The Hirer, by signing the Hiring Application and Contract acknowledges that he has read the conditions and has undertaken to comply with them.

(ii) Any person or persons authorised by the Trust may, for any good and sufficient reason, or in case of emergency or in the event of a breach of these terms and conditions, close the Pavilion and shall refuse admission of any persons to the building. Any breach of regulations may result in further bookings (even if previously confirmed) being cancelled or refused.

(iii) The Trust will always endeavour to provide premises safe for public use.

(iv) The Trust shall NOT be held in any way responsible for the loss, damage, theft or accident to persons or their property within Trust premises beyond its legal responsibility as owner of a public building.

(v) In these Conditions of Hire, the following expressions have the meaning:

"Trust" - Cholsey Pavilion Trust management committee

"Hirer" - the Liable Payer named on the application form

"Premises" - Cholsey Pavilion, Station Road, Cholsey

Booking and Cancellation

1 Applications from persons under the age of 18 shall NOT be accepted.

2 Applications for events (such as birthday parties) primarily aimed at those aged between 14 and 22 will NOT be accepted, except by prior written agreement from the Trust management committee. In the absence of such written permission, the Hirer asserts that the letting shall NOT be used for any event aimed primarily at persons aged between 14 and 22.

3 A provisional booking may be made subject to the return of a duly completed booking form accompanied by a deposit of £50 and will be confirmed by the Parish Clerk. The full hire charges including a separate Damage Deposit shall be paid not less than six weeks before the function to which it relates. **Apart from in very exceptional circumstances, and then solely at the discretion of the Trust, no refund shall be allowed in the event of cancellation of a confirmed booking.**

4 No event shall be publicly or otherwise advertised until notification in writing confirming the booking has been received by the Hirer.

5 The Trust reserves the right to refuse or cancel a booking at its own discretion without stating a reason and reserves the right to impose special conditions. In the event of cancellation of a confirmed booking the Trust shall refund in full the hiring fee and deposit. The Trust shall not be liable to pay any compensation to any person in respect of the cancellation of the booking.

Fees and Charges

6 The Hirer shall be liable to pay the Hire Charge as calculated according to the scale of charges prevalent at the time of the event.

7 If any use shall be made of the premises other than in accordance with the time and purpose stated in the application for hire the Hirer shall pay to the Trust on demand any fees due for such use in accordance with the prevailing scale of charges.

8 Not more than 15 working days after the function to which it relates, the Damage Deposit shall either be destroyed and written confirmation of such destruction be provided, or it will be returned to the Hirer, subject to any deduction for damage or other charges in accordance with Clauses 32 to 39.

Responsibilities

9 The Hirer accepts responsibility for arranging with the Parish Clerk, or another person nominated by the Trust, the collection and return of the keys and for their safe keeping whilst in the Hirer's possession. Any financial loss incurred by the Trust due to non-return of the keys will be charged to the Hirer.

Bookings: Linda Butler (Parish Clerk) 01491 652255 cholseypc.clerk@mediummail.co.uk Pavilion Hiring Agreement v1.07

10 The Hirer accepts responsibility for being present on and in charge of the Premises at all times during the hire period and for ensuring that the requirements of the licensing regime relating to the management, safety and supervision of the premises are met. The Hirer accepts responsibility for ensuring that no activity takes place that may risk the retention of the Premises Licence in place for the building. This means ensuring the delivery of the four licensing objectives of

- a. The prevention of crime and disorder
- b. Public safety
- c. The prevention of public nuisance
- d. The protection of children from harm

11 The Hirer accepts responsibility for ensuring the safe consumption of any alcohol (whether sold, given or supplied by guests) within the Premises during the hire, with particular regard to safe levels of consumption, and the control of supply to minors. If the event includes the supply of alcohol to others (whether sold or given), the Hirer must complete the Permission for Supply of Alcohol Application, which must be countersigned by the Trust before the event.

12 The Hirer shall obtain any additional licenses which may by law be required in connection with any entertainment or activity which shall take place on the Premises during the period of hire and shall be responsible for compliance with the terms and conditions imposed by such licenses. The Hirer shall be responsible for establishing the necessity of any such license. (e.g. Sunday Entertainments Act 1932 Hypnotism Act 1952, Betting Gaming and Lotteries Act 1963)

13 In respect of fire safety, the Hirer of the Premises will be considered to be a "temporary responsible person" under a duty imposed by the Regulatory Reform (Fire Safety) Order 2005 or an equivalent person under any subsequent amendments or further legislation.

14 The Hirer acknowledges that they have received, read and understood instructions on the following matters:

- a. The action to be taken in the event of fire, including calling the fire brigade and evacuating the hall.
- b. The location and use of fire equipment.
- c. Escape routes and the need to keep them clear.
- d. Method of operation of escape door fastenings.
- e. The importance of closing all fire doors at the time of a fire.

15 At the start of the hire the Hirer undertakes to check the following items:

- a. That all fire exits are unlocked and panic bolts are in good working order.
- b. That all escape routes are free of obstruction and can be safely used.
- c. That no fire doors are wedged open.
- d. That there are no obvious fire hazards on the premises.

16 The Hirer shall provide reasonable supervision throughout the hire of the Premises. The responsibilities of the Hirer shall include the control of admission, the general supervision of the conduct of the premises, the fulfilment of the fire regulations set out in Clauses 13 to 15 above and the evacuation of the premises in case of fire.

17 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with current legislation.

18 Where amplified music is to be performed the amplifying apparatus must only be connected to a socket within the main hall. Hirers are advised that there is a noise limiter within the hall which will cut power to sockets in the event of a breach of noise levels.

19 The Hirer shall ensure that noise emanating from the Premises shall not cause a nuisance to local residents. If possible, doors and windows should remain closed while music is being played.

20 The Hirer and those admitted by him/her are requested to be considerate and leave the Premises quietly.

21 In the event of any accident causing injury to any person or property within the premises, the Hirer shall within 48 hours inform the Trust and supply any particulars thereof, which may be required by law.

22 At no function is admission to be permitted at the door other than for

- a. Those with a legitimate connection with the Hirer
- b. The emergency services
- c. Those authorised by the Trust.

23 No new or re-admissions to the Premises shall be allowed after 21:30 (22:30 on Fridays and Saturdays) and all functions shall finish no later than 22:00 (23:00 on Friday and Saturdays). No more than 200 persons shall be admitted to the Premises at any one time, or more than 150 persons as a seated audience within the Hall.

24 Cars may only be parked in the designated car parking area and so as not to cause an obstruction.

25 Smoking is strictly forbidden in all areas of the premises. No part of the premises shall be used for any purpose other than that specified in the application for hire.

Requirements Regarding Specific Activities

26 The use of bouncy castles or similar is forbidden in the Premises.

27 The use of candles, except for a short period in controlled circumstances on celebration cakes, or other forms of naked lights including indoor fireworks or smoke machines is forbidden on the Premises.

28 The hirer shall not without prior written permission:

- a. Bring, place or erect any furniture, fittings, erections or structures.
- b. Place or fix any additional lighting or any decorations, shrubs, plants or similar things.
- c. Affix or secure any nail, hook, screw, adhesive tape or other thing **upon any part of the premises.**

29 The wearing of stiletto type heels can cause damage to the floor. The Hirer is responsible for any damage to any part of the Premises, including the floor, and the costs of restoring the floor to its condition prior to the hiring will be paid to the Trust by the Hirer.

30 The use of helium balloons is not permitted at all as they may rise to the ceiling and foul the ventilation equipment, removal of the balloons and possible repair to the equipment can be costly, and this cost will be the responsibility of the Hirer.

31 The Hirer shall ensure that no animals (including birds) except registered guide or hearing animals (such as guide dogs) are brought into the Premises, other than for a special event agreed in writing by the Trust at the time of booking. No animals whatsoever are to enter the kitchen at any time.

At The End of Your Hire

32 The Hirer shall ensure that all items on the End of Hire Checklist are checked and complied with prior to leaving the Premises.

33 Unless other arrangements and suitable payment have been made and confirmed in writing at the time of booking, the Hall and Foyer floor should be swept and all the tables and chairs should be left clean. The toilets, entrance hall, servery, kitchen (if hired) and any equipment within the Premises should be left in a clean state. If any part of the premises used by the Hirer is not left in a clean condition to the satisfaction of the Trust an extra cleaning fee of £50.00 will be applied.

34 Any rubbish should be taken away when you leave. If rubbish is left on or near the Premises an extra rubbish removal fee of £50.00 will be applied.

35 Unless other arrangements and suitable payment have been made and confirmed in writing at the time of booking, all the tables and chairs within the Hall should be stacked and returned to the storage area. In the case of failure to do so an extra furniture clearance fee of £50.00 will be applied.

36 Unless other arrangements and suitable payment have been made and confirmed in writing at the time of booking, the Hirer shall ensure that all doors and windows are secured upon leaving and that the alarm system has been set in accordance with the instructions.

37 The Hirer shall repay to the Trust on demand the cost of reinstating or replacing any parts of the premises including any of the furniture and fittings therein contained which shall be damaged, destroyed, stolen or removed during the period of hire.

38 Any extra fees detailed in Clauses 33 to 37 above that become due and payable shall in the first instance be taken from the deposit. Where the total of extra fees exceeds the value of the Damage Deposit, the Hirer shall be required to pay the remaining balance to the Trust in full on demand.

39 Return to the Hirer of the deposit shall be made by the Parish Clerk not more than 20 working days after the function to which it relates, subject to any deduction for damage or extra fees in accordance with Clause 38.

Indemnity

40 The Hirer is responsible for indemnifying the Trust against any and all liability arising from any loss or damages, howsoever caused, arising from the Premises not being available due to circumstances outside of the control of the Trust. The Hirer is advised to take out indemnity insurance and shall provide the Trust with a copy of the certificate upon request.

41 The Hirer shall indemnify the Trust against all claims, demands, actions or proceedings in respect of the death or injury howsoever or by whomsoever caused to any person which shall occur while such a person is upon the Premises.

42 The Trust and its officers, agents, and servants shall not in any circumstances be responsible to the Hirer or any other person for damages to or the loss, theft or removal of any property brought or left by any person in or upon any part of the Premises (including the car park) and the Hirer shall indemnify the Trust and its officers, agents and servants against all claims, demands, action and proceedings in respect of any such damage, loss, theft or removal.

Legal Stuff

43 The Trust reserves for its officers, servants and agents at all times a right of entry to every part of the premises and a right to refuse admission or to remove from the Premises any person without stating the reason therefore.

44 The Trust may remove and store for one month any property left by the Hirer or any other person upon the premises after the time specified in the application to hire and the Hirer shall repay to the Trust on demand the cost of such removal and storage. At the expiration of the storage period the Trust may sell or otherwise dispose of the property.

45 The Hirer shall not assign the benefit or burden of the consent to hiring or any part thereof or sub-let part of the premises.

46 If the Hirer shall fail to observe or perform in any respect the provisions of the foregoing Conditions of Hire the Trust may without notice determine the Hirer's rights. Such determination will not release the Hirer from any of his/her obligations or affect any right or remedy which the Trust may have and the Trust shall be entitled to retain for its own use and benefit any monies paid by the Hirer by way of hiring fees.

47 The Trust reserves the right by notice to the Hirer to terminate the hiring at any time and where this is otherwise than as provided in Clause 46 the Trust shall return to the hirer any monies paid but the Trust shall not be under any liability to the Hirer for any loss or damage he may sustain arising out of such a termination.

48 These conditions shall not be varied except by express written permission of the Trust or its officers.

The following page relates to the supply of alcohol and if completed forms part of the hiring agreement and is equally binding.

Chairman: James Butler

Estate Manager: Karl Musson 01491 652255, estatemanager.cpc@outlook.com