

HIRE AGREEMENT
SOHAM PAVILION

Please read the following “Hire Terms & Conditions” carefully. When you sign this Hire Agreement you agree to abide by the Terms and Conditions given below.

For the purpose of these conditions, the term HIRER shall mean an individual or where the Hirer is an organisation its' authorised representative.

If the Hirer is in any doubt as to the meaning of these conditions please consult the Clerk.

1. Booking of the facilities should be made through the Council Office in advance. It is advisable to check the bookings diary with staff and prior to application to avoid disappointment. **THE FULL HIRE CHARGE (AND ANY REQUIRED DEPOSIT) MUST ACCOMPANY THE APPLICATION.** An official receipt for payment is proof of confirmation of booking. Payment for bookings and any required deposits is to be received by the Clerk at the time of booking. Cheques should be made payable to “Soham Town Council”.
2. The chargeable “Period of Hire” comprises the whole occupation time, from first entry to last exit, including any agreed “setting up” and “clearing down” times at the rate applicable at the time of hire. Without exception the premises must be clear of the Hirers property at the end of the Hire Period.
3. The HIRER will, during the period of hire, be responsible for the supervision of the premises, the fabric and the contents; for damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity. **NO NAIL OF FASTENING OF ANY KIND SHALL BE DRIVEN OR PUT INTO ANY WALL, PARTITION, PILLAR OR ANY OTHER FIXTURE OR FURNITURE.** The use of ‘cellotape’ or any other sticky/adhesive materials that will either mark or damage the walls, paintwork fixtures or furniture is not permitted. Temporary decorations shall be removed by the Hirer at the end of the Hire period. The wearing of footwear of any kind which is liable to cause damage/markings to the floor of the rooms is prohibited.
4. The HIRER is responsible for making sure that the premises are not left unattended and unsecured at any time during the period of hire.
5. The HIRER shall not use the premises for any purpose other than specified in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way or bring into the premises or grounds anything which may endanger or render invalid any insurance policies held by the Council.
6. The HIRER must not engage in any activities that might generate complaints from local residents, this particularly applies to noise levels and anti-social behaviour. All users should give due consideration to other users of the Recreation Ground and neighbouring residential properties at all times.
7. The HIRER will be responsible for their own insurance cover for any activities undertaken and the health, safety and welfare of users in their charge during the period of Hire. The Town Council provides an emergency first aid kit situated in the Pavilion. In all instances any injury sustained by the Hirer or user during the Hire Period must be reported in the accident report book.
8. The Hirer is responsible for ensuring that any activity or service they provide is undertaken by competent people and that any activity or service has been subject to a suitable and sufficient risk

assessment. Soham Town Council reserves the right to inspect such risk assessments and written procedures and appropriate proof of competency.

9. The Hirer undertakes to ensure that suitable arrangements are in place in regards to risk assessment for activities, safe guarding children and the protection of young and vulnerable adults. Soham Town Council reserves the right to terminate any Hire immediately if the Hirer fails to have such arrangements in place.

10. The HIRER is responsible for obtaining such licenses, permits or permissions that may be needed and for the adherence and observance of any and all stipulations made thereof.

11. Cancellation policy- A Hirer may cancel a booking by writing to the Clerk's Office and giving 14 days notice of cancellation without charge. A cancellation fee of 50% will be applied up to 24h prior to an event. If cancellation is made on day of event, the Council reserves the right to withhold any payments made and to additionally charge for all costs related to servicing the Hire period (including Clerk and caretaker's time).

12. Please inform the Clerk and/or Caretaker if you notice any damage or broken items at the start of your Hire Period. The HIRER will be held responsible for defraying the costs of any necessary cleaning as a result of the HIRERS use and/or making good any damage or loss incurred to the building, floors, fixtures, fittings, equipment and/or Recreation Ground during the period of hire.

13. The safety and use of electrical equipment is the responsibility of the Hirer. Any items brought by the Hirer and used during the period of Hire that have not been checked and have current certification to comply with the Electricity at Work Regulations (portable appliance testing certificate) remain solely the Hirers responsibility and liability.

14. Heating, lighting and hot water (amenities) are provided at a regulated and fit for purpose level and shall not be altered.

15. The HIRER shall remove all rubbish resulting from the hire. Failure to do so will result in a surcharge. It is advisable that excess refuse and items that would not routinely collected by District Council's waste collection team should be removed by the Hirer or a charge for this service will be applied.

16. The HIRER will be expected to ensure that upon leaving that the Pavilion and Recreation Ground in a clean and tidy condition and properly secured.

17 Smoking **is not permitted** within the Pavilion building or in other public place (recreation ground). It is the responsibility of the Hirer to ensure that all users are fully aware of the Fire Procedures and the Hirer should ensure that an adequate number of assistants, attendants or stewards are available to assist in the orderly and safe admission and departure of people to and from the premises and the safe clearance of the premises in the event of an emergency.

18 There is currently no telephone at the pavilion and therefore it is in the interest of the Hirer to make alternative arrangements for safety consideration (ie mobile phone).

18 The sale and/or consumption of alcohol on the Pavilion premises or recreation ground are strictly prohibited unless specific permission has been obtained. There may well be a responsibility on the part of the HIRER, under the Licensing Act 2003, to obtain a temporary licence (TENS ECDC please follow this link <https://www.eastcambs.gov.uk/licensing/temporary-event-notice> for guidance. Please note that a TEN's where required must be applied for at least ten (10) working

days before the planned event to avoid disappointment). In all cases where alcohol may be involved, there must be prior consultation with the Clerk.

20. Public shows or performances, exhibitions, fairgrounds, trading, camping, vehicles or erection of any structure is not permitted and breach the current Byelaws . Should you wish to undertake such activities at your events you will require prior written permission (dispensation) from Soham Town Council. For further information please refer to 'Soham Recreation Byelaws' (point 25 below)

21 The use domestic or commercial bouncy castles, inflatables, electric or fuel driven motor ride(s) extreme sports including but not limited to bungee jumping, martial arts and/or assault course type equipment and its use are **STRICTLY PROHIBITED** under this Hire agreement.

22 The HIRER is responsible for ensuring that the Byelaws applicable to the Recreation Ground are adhered to. (A copy of these byelaws is available from the Clerk's Office or may be downloaded from the town council's website)

23 Free parking is available at the recreation ground car park during the period of the Hire. Parking of vehicles on the grass or in areas not specified as car parks is prohibited. The entrance gates to the Recreation Ground will be locked by Council staff after normal daily work hours (4pm) or 1/2h after the end of the period of Hire whichever the later. Hirers should ensure that all persons attending functions are made aware of this so that they remove their vehicles from the Recreation Ground as soon as possible after the Event. Recovery of any vehicle left within the Recreation Ground after the gates are locked will be at a time suitable to the Council (next working day). The Council shall not be liable for any loss or damage arising to vehicles and property left after the gates are locked. The Council will hold the Hirer liable for any damage caused by guests/attendees attempting to remove vehicles that have been locked in after the gates are closed.

24 Soham Town Council shall not be responsible for loss or damage or injury, however caused, to any goods or property during the period of Hire, or for any property left by the HIRER or by those in attendance, or for the death or personal injury caused to the HIRER or to any person attending an event arranged by the HIRER unless the death or personal injury be proven as negligence of the Soham Town Council, its officers or representatives.

25 Soham Town Council reserves the right for its representative(s) to have reasonable access during any period of Hire for the purpose of ensuring these Terms and Conditions are met.

26 Soham Town Council reserves the right to cancel the Hire Agreement at any time, or to prohibit the continuance of an event, if it considers that the HIRER has failed to comply with any of the Conditions of Hire. In such circumstances the HIRER shall forfeit the whole of the fees paid for the Hire, and the town Council shall not be liable for any payment in respect of any actual or presumed financial loss.

27 If any part of the premises is to be used for the purpose of gaming or games of chance of any description, the Hirer shall be responsible for ensuring that the Provisions of the Betting Gambling and Lotteries Act 1963 The Gaming Act 1968 or any subsequent Act or amendments are fully observed and complied with. Any gaming undertaken at the premises must comply with the Codes of Practice of the Gambling Commission –full details of which can be viewed on their website www.gamblingcommission.gov.uk.

Updated: February 2017

**Soham Town Council -fees for hire of Pavilion 2017-18
approved at the Community Amenities meeting held on 20th February 2017**

Walter Gidney Pavilion consists of:

- ✓ Community Room 1 licensed to seat 44 persons
- ✓ Community Room 2 licensed to seat 40 persons

(The two community rooms can be converted into one larger room by drawing back the dividing partition. Maximum standing capacity for both rooms [non seated] 168 (88 community room 1, 80 community room 2)

- ✓ 'Business' centre room (max 6 people)
- ✓ Back extension room (maximum capacity 30 suitable for community group hire access via side gate/accessible entrance)

It is recommended that the capacity be restricted to 75% of the maximum to prevent discomfort. Stacking chairs are available and included in the Hire charges. The kitchen has a large gas range however no crockery or utensils, other than two large kettles are available. There are two gender neutral accessible toilets.

HOURS & TARIFFS

Hire charges PER ROOM (minimum hire period 1 h)

Mon-Friday & Saturday

- £10/h (9-4pm concession rate applicable¹)
- £10/h (5pm-10pm, no concession rate applicable)
- after 10pm £20/h (no concession rate applicable)

Sunday & Bank Holidays (by prior special arrangement)

- £10/h (9-4pm, 5-10pm no concession rate applicable)
- after 10pm £20/h (no concession rate applicable)

Please note

Soham Town Council maintains public liability insurance for the Pavilion and the Recreation Ground but it is **strongly recommended that Hirers ensure that they have their own liability insurance** suitable for their events or activities.

For public (open space) events there is a mandatory requirement to provide suitable public liability insurance. Documentary evidence of public liability insurance will be required at time booking for open space (public) events

Please contact the Town Clerk to discuss your needs prior to booking.

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1. ¹ Concession rate -fees reduced by 50%/h per room for local (Soham) Community Groups and for Sports Clubs that are "Clubmark" accredited. For more information please contact the Clerk

APPLICATION FORM

**Please note to book the facilities the application form needs to be completed FULLY
Please use black ballpoint pen and BLOCK CAPITALS**

HIRERS NAME:

NAME OF AUTHORISED REPRESENTATIVE

(where Hirer is Club/ organisation -please provide an additional contact -below)

Name:

Position: Chairman / Vice-chairman / Secretary / Treasurer

Contact address:

Telephone number:

Email address:

HIRERS ADDRESS

(please include home

telephone number & Email

Contact number to be used during event

Room(s) required

Date(s) & time period of Hire

Are you serving (hot/cold) food YES/NO (please delete whichever applicable)

If you are providing food, whether prepared off site or using town council facilities it is the responsibility of the Hirer to ensure that it is safe for consumption. If unsure of your obligations please contact Health at ECDC to assist/advise in this matter.

Are you supplying/selling alcohol? YES/NO (please delete whichever applicable)

If you have replied 'YES' to either activity you must contact ECDC Licensing (tel 01353-665555) to determine whether you require a TENS.

Are you applying for any licences (TENS street selling or entertainment) or require any Town Council consents (byelaw) for the purpose of Hire (please specify if none please indicate 'none')

By signing this Hire agreement I/We accept and agree to abide by the Terms and Conditions of this Hire Agreement with Soham Town Council

HIRERS signature **Date**.....

Council Use Only

*Application Approved / Not Approved
Special Conditions Attaching:
Fee due £
Deposit due £
Date confirmed to Hirer*