

Wrotham Parish Council (WPC)

Wrotham Pavilion

Conditions of Hire

For the purposes of this agreement and the conditions of hire, the term “Hirer shall mean an individual hirer or, where the “Hirer is an organisation that organisation. “Premises” means those parts of the Pavilion stated on the Booking Form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Wrotham Parish Council. “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk should immediately be consulted.

1. Booking. All applications for the hire of the building must be sent to the Booking Clerk. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age.
2. Deposit. Any deposit required must be paid at the time of application and no engagement will be booked until this has been received. The booking deposit is refundable subject to satisfactory inspection of the building by WPC. The deposit will be DAYTIME EVENT £50.00, EVENING EVENT £100, WEEKEND BOOKING TBA.
3. Safety. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits must be kept free of obstruction and can be safely used for instant exit. Fire doors should not be wedge opened at any time. Hirers are not permitted to enter the loft space of the pavilion. Please observe safety notices regarding the stacking of chairs and tables. **Any accident must be recorded in the Pavilion Accident Book** to be found in the kitchen, small base cupboard adjacent to dishwasher.
4. Hire Charges. The hiring charges shall be those shown on the booking form and determined by the committee. Full payment of your hire charge and deposit is due no later than 2 weeks before your event, so please ensure you make your final payment in good time; if payment is not received you may forfeit the period booked and we may accept booking from other hirers. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixture, fittings or contents and for loss of contents.
5. Cancellation. If the Hirer cancels the booking at least two weeks before the date of the event, WPC will return in full the deposit and any fees already paid. If the Hirer cancels the booking between two and one week before the date of the event, WPC will return the deposit and 50% of any hire fees already paid. If the Hirer cancel the booking less than a week before the date of the event or fails to proceed with the booking thereafter, WPC will return the deposit but retain any hire fees already paid.

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6. Right of refusal. WPC may refuse any application for the hire of the building without stating a reason. Village organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Clerk shall refer the case to WPC whose decision shall be final.
7. Alcohol. Alcoholic drinks may be served free but NO sale of alcoholic drinks may be undertaken unless the permission is sought from WPC and a Temporary Events Notice obtainable from Tonbridge and Malling Borough Council, for the building shall be in force. No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of WPC.
8. Public Entertainments, Music & Dancing. All the conditions attached to the Music and Dancing Licence for the building shall be duly observed. A copy of such Licence may be seen on application to WPC and the Hirer shall be deemed to have had notice of all such conditions. All music must cease at 11.45 pm, and the Pavilion must be vacated by midnight, with the exception of New Year's Eve by arrangement.
9. Occupation and use. **The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time.** The building shall only be used for the purpose as described on the Booking Form and shall not be used for any unlawful or unsuitable purpose. The Hirer shall not do anything or bring onto the premises anything which may render invalid any insurance policies. WPC does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
10. Sub-let. The Hirer shall not sublet the building or any part thereof.
11. Advertising. All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.
12. Breakages and Damage. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement

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'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.

13. Culpability. Except for wilful negligence on the part of WPC, WPC shall not be responsible for any loss of, or damage to, the Hirers or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify WPC against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
14. Entry. The right of entry to the building is reserved to WPC and any other agent of WPC and any police officer at any time during the hiring.
15. Conduct and Good Order. The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
16. Cessation of activity. WPC or Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
17. Condition on vacation. On vacation of the building, the Hirer shall leave the building in a clean and orderly state and any contents temporarily removed from their usual position property replaced. The pavilion and cloakrooms must be left in as clean a condition as found. The deposit monies will be refunded after a satisfactory inspection of the building by a member of the Council.
18. Rubbish – There are no facilities for Disposal
All rubbish must be removed from the premises by the Hirer.
Failure to comply will result in non-repayment of deposit.
19. No additions to the building. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of WPC. Any alteration, fixture of fitting or attachment must be removed at the end of the

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hiring, any damaged caused to the premises by such removal will be made good by WPC at the Hirer's expense.

20. Property of the Hirer and the Hirer's agent must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. WPC accepts no responsibility for any property left on the premises after the hiring.
21. Signage. The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of WPC or Committee Member it shall be unseemly or expose the building to an undue risk of fire or in the opinion of WPC or its agent is likely to lead to disturbance or a breach of the peace.
22. Fire Exits. No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.
23. Lighting. No additional lighting or extension leads from the existing electrical sockets shall be used without the previous consent of WPC.
24. Capacities. The maximum number of persons allowed in the building at any one time is 60, with a maximum of 60 standing/dancing or 40 seated at tables.
25. Smoking. Smoking is NOT permitted in any part of the building at any time.
26. Keys. Keys must be returned to the booking secretary immediately after the event.
27. Hire Period. The hire period is the time that the hirer commences and finishes using the pavilion. It must include the time taken for setting up and clearing up.

Please leave quietly and with consideration for those residents who live close to the pavilion.