

# HALSTEAD PARISH COUNCIL

## STANDARD CONDITIONS OF HIRE

### CENTENARY PAVILION

1. All bookings must be accompanied by the **FULL HIRE FEE PLUS A DEPOSIT OF £50**. In the event of cancellation by the hirer the hire fee will be retained by the Council to a maximum of £15. If the Pavilion is subsequently hired for the period of the cancelled booking the retention by the Council shall be a maximum of £5. The deposit may be applied in whole or part towards the remedy of, or damages for any breach of these conditions, but, subject to this, is returnable to the hirer.
2. The Hirer will, during the period of hiring, be responsible for the supervision of the Pavilion, its fabric and contents, care and safety from damage or change of any sort and the behaviour of all persons using the Pavilion in whatever capacity, including proper supervision of car parking arrangements.
3. The Hirer shall comply with all statutory requirements and with the requirements of any local or other authority relating to the use of the Pavilion and shall be responsible for obtaining all necessary licences for such use.
4. **The Hirer shall comply, and ensure that the Hirer's invitees also comply, with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises**
5. The Hirer shall indemnify the Council for the cost of any damage done to any part of the Pavilion (including its curtilage) or its contents which would not have occurred but for the hiring.
6. **THE HIRER SHALL ENSURE THAT NO NUISANCE IS CAUSED TO NEIGHBOURING OCCUPIERS IN THE COURSE OF THE HIRING. .**
7. The playing of music must cease not later than 11.45pm or by such time as to allow the Pavilion to be vacated totally by midnight. Amplified music, professional discos etc. are not permitted on Sundays.
8. The Pavilion shall be vacated promptly at the end of the hiring and the hirer shall be responsible for leaving the Pavilion, its contents and surrounds in a clean and tidy condition, with any contents temporarily removed from their usual positions properly replaced. *Any hirer who has not vacated the premises within 15 minutes of the agreed hire period will be charged for the next full hour.*
9. The Hirer shall not use the facilities for any purpose other than as declared at the time of booking. Any such declaration shall form part of the hiring contract and if considered misleading to the Council shall entitle the Council to cancel the booking.
10. The Council reserves the right to vary the Conditions of Hire, to cancel a booking or to take any other action which may affect a booking or the use of facilities. Such right shall be exercisable when the Council in their discretion consider this reasonably necessary for the proper maintenance or running of the facilities or for the avoidance of any breach of statutory requirements or of these conditions. The Council also reserve the right to vary charges (but so that not less than three months' notice of any increase shall be given to any hirer who has already made a booking). The Council will not be liable for any consequential loss arising from the exercise of their right under this condition and their liability shall be limited to any hire fee and deposit paid. The Council will not be responsible for loss of, or damage to, property at the facilities.
11. The Hirer shall complete and return this form to indicate acceptance of the foregoing terms and conditions.

**NAME** ..... **TELEPHONE NUMBER** .....

**ADDRESS** .....

**REASON FOR HIRE** ..... **DATE & TIME OF HIRE** .....

**SIGNED** ..... **DATE** .....  
on behalf of Hirer

**SIGNED** ..... **DATE** .....  
on behalf of the Halstead Parish Council

PAV/08/2007