

Hire Agreement Appley Pavilion 2025

Standard Terms & Conditions of Hire (all hirers)

If the Hirer is in doubt as to the meaning of any of the following please contact Suzette Williams, Bookings Manager, 01823 672266

1 Booking Appley Pavilion

The Hirer should make booking requests to the Booking Manager either via email info@appleypavilion.co.uk.

One off bookings will be charged at the Standard Rates set by the Trustees.

For certain events at the discretion of the Trustees there is a £50 or £100 non-refundable deposit depending on the function to be paid on booking Appley Pavilion.

This deposit will be set against the invoiced cost of the hire.

Payment, in full, is due two weeks before the booking.

Payments in advance:

Cheques: made payable to 'Appley Pavilion'

BACS:

NatWest Bank: Appley Pavilion

Sort Code: 60-23-05

Account Number: 71612300

The Bookings Manager will organise key collection and return.

If the Hirer wishes to book a block of sessions, subject to availability, these may be charged at a discounted rate agreed by the Trustees.

Other discounts may be allowed at the discretion of the Trustees.

2 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Appley Pavilion is unable to conclude a replacement booking, the question of the payment or repayment of the hire fee shall be at the discretion of the Trustees.

If the Hirer leaves before the end of the time booked no refund of hire fees will be paid.

Cancellations must be emailed to info@appleypavilion.co.uk in advance.

Appley Pavilion reserves the right to cancel any hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election.

3 Unfit for Use

In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, Appley Pavilion shall not be liable to the Hirer for any resulting loss or damage whatsoever.

4 **Refusal of Booking**

Appley Pavilion reserves the right to refuse a booking without notice or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing (including email) to the Hirer.

The Hirer shall be entitled upon such notice, a repayment of such monies including the deposit or a proportion of the same as have been paid by the Hirer to Appley Pavilion but Appley Pavilion shall not be liable to make any further payments to the Hirer.

5 **Supervision**

The Hirer will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, (including proper supervision of all car parking arrangement so as to avoid obstruction of the highway) and informing them of an assembly point in the case of a fire.

6 **Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the hiring 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 nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission

THE HIRER shall not make any alterations or additions to the premises nor may any fixture be installed or decorations or other articles be attached in any way to any part of the premises without prior written approval of the Trustees (including by email).

Any alteration, fixture, fitting or attachment so approved shall, at the discretion of Appley Pavilion, remain in the premises at the end of the hiring. It will become the property of Appley Pavilion unless removed by the Hirer who must make good to the satisfaction of the Trustees, any damage caused to the premises by such removal.

The following are not permitted in the building; roller blades, skateboards or stiletto heels.

The use of Bouncy Castles, or other inflatable play equipment is only permitted in the building if the equipment is insured, either by the company supplying the equipment or by the person hiring the building and confirmation has been given that the equipment will be fully supervised throughout the duration of the hiring period.

Permission to use Bouncy Castles, or other inflatable play equipment, **must** be agreed in advance of the booking by the Bookings Manager and will only be permitted when a copy of the insurance certificate has been provided.

The certificate to show the name & address of the insurer, policy number, the insured, date the policy starts & finishes, limit of indemnities and equipment covered

*The minimum requirement:

Public Liability £5,000,000

Products Liability £5,000,000; and

Employee Liability £10,000,000

7 Licences

THE HIRER is responsible for making appropriate arrangements for the safe and legal consumption of alcohol as part of this agreement. It is a condition of this booking that if you are to consume or sell alcohol within the period of your hire, that you contact the Booking Manager to clarify and agree licensing arrangements for the hire. If no agreement is made, no alcohol can be consumed or sold and Appley Pavilion reserves the right to terminate the Hire Agreement hiring without any compensation. Alcohol shall not be served to any persons suspected of being drunk or to any person under the age of 18.

Appley Pavilion has a Premises Licence, which permits a wide range of activities between the hours of 8am and midnight every day. Any activity not covered by this Licence will require a Temporary Event Notice (TEN) obtainable from the licensing authority.

THE HIRER shall not apply for any Temporary Event Notice (TEN) as part of any personal licence without prior written permission (including by email) from Appley Pavilion following the consent of the Bookings Manager who will advise how and where to apply. Failure to obtain this consent will result in the cancellation of the hiring without any compensation.

8. Gaming, Betting and Lotteries

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.

9. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, as displayed on the Hall notice board.

9a. Covid 19 Compliance with relevant Government Guidance

THE HIRER shall comply with current Government Guidance to help prevent the spread of Covid 19.

(<https://www.gov.uk/government/collections/coronavirus-covid-19-list-of-guidance#guidance-for-non-clinical-settings>)

10. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

THE HIRER must ensure that **no smoking or vaping** takes place in the building, including the veranda and that their guests go outside to the designated area to the right of the main entrance if they wish to smoke. This condition is essential for the health and safety of all who use the building and insisted upon by our insurers.

11. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

12. Indemnity

THE HIRER shall indemnify Appley Pavilion for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.

For certain events at the discretion of the Trustees there is a £50 or £100 refundable deposit depending on the function to be paid on booking the Hall (contact or telephone 01823 672266).

THE HIRER shall be responsible for making arrangements to insure against any third-party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the premises. No responsibility can be accepted by Appley Pavilion for loss or damage to the premises or any personal injury caused by the Hirer.

The Trustees accept no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment for regular users which has been agreed by the Trustees) must be removed at the end of each hiring or fees will be charged for each day or part of the day at the hire fee per hiring until the same is removed.

13. Moving Furniture

THE HIRER shall take care when moving tables, chairs and other furniture. Grey chairs to be left safely stacked on trolleys behind the curtain.

14. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to Appley Pavilion as soon as possible. Any failure of equipment either that belonging to the premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority.

The Booking Manager will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

THE HIRER shall ensure that NO Fireworks, Pyrotechnics, or Chinese Lanterns are let off in the Hall premises, or in the vicinity of the field.

15. Animals

THE HIRER shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Trustees. And no animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act

THE HIRER shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to children (checks may also apply when dealing with vulnerable adults who are taking part in activities).

THE HIRER shall provide Appley Pavilion with a copy of their Child Protection Policy on request.

17. Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify Appley Pavilion accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. Sale of Goods

THE HIRER shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19. End of Hire

THE HIRER must ensure that all events finish by midnight*.

THE HIRER shall be responsible for leaving the premises (including the kitchen work surfaces, cooker, hob and fridge if used) in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Appley Pavilion shall be at liberty to make an additional charge.

All outside areas should be left in good order and litter free.

*1:00 a.m. Fridays by arrangement

An additional charge may be made if the premises are not left in a clean & tidy condition for the next user.

Grey stacking chairs & tables to be secured on the trolleys provided and left behind the curtain.

THE HIRER must remove all their personal items from the premises at the end of the Hire Period, unless by prior arrangement with the Booking Manager.

THE HIRER IS TO EMPTY ALL RUBBISH BINS IN THE KITCHEN AND TOILETS. THE HIRER IS TO REMOVE ALL RUBBISH.

There is no Local Authority rubbish collection; Appley Pavilion will make an additional charge for any costs connected to the disposal of rubbish.

Suggested extra items that will be useful when hiring Appley Pavilion: - Toilet Rolls, Soap, Tea Towels, Cleaning Cloths, Washing Up Liquid, Bin Bags.

Please note crockery and cutlery can only be used with agreement of the Booking Manager.

Cleaning kit is stored in the changing room lobby & cupboard in the Ladies Toilets this includes broom/s, mop/bucket, dustpan and brush. There is a Henry vacuum cleaner behind the curtain.

20. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure. THE HIRER shall ensure that in order to avoid disturbing neighbours to the Pavilion and avoid violent or criminal behaviour care should be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Identification must be asked for if in any doubt about the age of the person purchasing any alcohol. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

APPLEY PAVILION

Facilities & Casual User Hire Rates

Definition of the Premises

'The building' includes; the veranda, entrance hall, meeting room, main hall, stage area, kitchen, ladies' toilets, disabled toilet & baby changing area, 'away' changing room & men's toilet.

Please note there is a locked cupboard off the main hall & a locked 'home' changing room these are not available/accessible to casual users.

Outside Area includes; the car park (for deliveries & disabled parking there is a tarmac area adjacent to the main entrance), the recreation ground including the cricket pitch & square and, at the rear of the building, please note that the children's play area is closed.

Hire Rates

Use of Main Hall, Kitchen & Toilets £15.00 per hour

Or from 19:00 to Midnight £50.00

Or from 17:00 to Midnight £75.00

Or Children's afternoon party (4 hrs) £50.00

Use of Committee Room, Kitchen & Toilets £10.00 per hour

The above rates include the cost of electricity, chairs, tables, crockery & cutlery for approx 100 people.

Use of the recreation ground by arrangement.

Off site use of tables, chairs, crockery & cutlery by arrangement.

For use outside of these hours, regular user group bookings, or one-off special events the rate charged will be agreed with Appley Pavilion.

APPELY PAVILION HIRING AGREEMENT - Hirers Copy

Please complete & retain with the above guidance for your records

Name of group or hirer:

Date of Hire or regular hire day and time:

Name of person signing

Position with the group named
above.....

Email address.....

Telephone

MobileLand line.....

Please specify the type of hire

What facilities do you require?

Outside use

Marquees and/or overnight camping on the field by special arrangement, please contact the Bookings Manager to discuss. (Marques, tents & outside equipment must only be used on an agreed defined area)

Please note the following:

- ☐ No fires within 10 Metres of the thatched seating area
- ☐ No barbeques within 10 Metres of the building
- ☐ No pedestrian or vehicle access to the cricket square at any time

Permission to drive vehicles on to the field is dependent on ground conditions; please check with Suzette Williams before allowing any vehicle on to the field.

Summary of Conditions of Hire for all Users
(Please see Terms & Conditions of Hire above for full details)

- ☐ Payments two weeks in advance, either by Cheque payable to Appley Pavilion, or by BACS Appley Pavilion Nat West Bank A/c, Sort Code 60-23-05 A/c Number 71612300
- ☐ Key collection & return as agreed with the Bookings Manager
- ☐ Take account of Public Safety, Covid 19, Health and Hygiene, Electrical Safety and licensing requirements. (Food Hygiene Poster, First Aid Kit & further information for hirers is available in the kitchen) (Commercial hirers **MUST** ensure they have their own relevant public liability insurance for the activities & events taking place.)
- ☐ Any equipment brought on site must be safe and used responsibly
- ☐ During the event, ensure the main doors are unlocked and all fire exits are unobstructed
- ☐ Leave the building secure, doors, windows, hatches locked
- ☐ Turn off all lights & heaters
- ☐ Ensure all kitchen equipment is switched off & cooker red switch is off
- ☐ Leave the building & surrounding area clean & tidy, report any faults, breakages or leaks to Suzette Williams
- ☐ Leave the field, veranda & play area in good order & litter free. Please note the use of the play area is restricted to young children.
- ☐ **PLEASE TAKE ALL RUBBISH AWAY WITH YOU & CLOSE THE ENTRANCE GATES WHEN LEAVING**
- ☐ **Strictly Not Permitted**; the use of drugs, unauthorised sale/use of alcohol, no roller blades, skateboards or stiletto heels
- ☐ Permission to use Bouncy castles, or other inflatable play equipment –**MUST** be requested and approved in advance of the booking, see para 6 for details.
- ☐ **No smoking or vaping** in the building or on the veranda
- ☐ The Trustees are not responsible for any loss or damage to articles deposited in the building, or vehicles and their contents in the car park. All items are left at the owner's risk.

I have read, understood & agree to the Terms and Conditions for hiring Appley Pavilion

Signed forDate:
Name & position

Signed for Appley PavilionDate
Name & position (In an emergency, please contact Suzette Williams 01823 672266)

APPLEY PAVILION HIRING AGREEMENT - Pavilion Copy
Please complete pages 9 & 10 & return to Suzette Williams

Name of group or hirer.....

Date of Hire or regular hire day and time:

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Name of person signing

Position with the group named
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Mobile **Land line**.....

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