

# The Iden Pavilion Terms and Conditions of Hire

(as issued August 2024 by Iden Pavilion Trust)

## 1. The hirer

The Hirer is responsible, during the period of hire, for the supervision of the premises, the fabric and contents, their care, safety from damage, however slight. This extends to all persons related to the hirer for the period of hire

In addition, the proper supervision of car parking (at owner's risk) including leaving the highway and private entrances clear of obstruction.

## 2. Age restriction

If the hirer is **under 25 years of age** the named adult acting as guarantor will meet the following conditions: will be deemed in charge and **present at all times** for the period of hire and ensure that all the relative conditions of hire, management and supervision are met unless an alternative agreement has been made with Iden Pavilion Trust(IPT).

## 3. Loss or damage

The hirer is liable for the cost of repairing any damage to any part of the premises, contents or curtilage during the hire period – **please also refer to paragraphs 15,22,26.**

## 4. Hirer's property

All items brought into the premises and its curtilage, and not owned by The Pavilion or its employees are at the owner's risk.

## 5. Usage

The hirer agrees not to sub-hire, use, or allow to be used, the premises for any unlawful purpose or way.

## 6. Alcohol

The Pavilion is not licensed for the sale of alcohol so the hirer is responsible for applying for any license(s) required and shown to the IPT **prior to the event.**

## 7. Publicity

The hirer agrees not to publicise their event on any social networking or similar sites without prior agreement from an officer of the IPT.

## 8. Fly posting

The hirer agrees not to carry out or permit fly posting or any other form of unauthorised advertising for their event at The Pavilion and any breach of this condition, will be liable for any proceedings or claims arising.

## **9. Fire Precautions**

Fire regulations affecting The Pavilion must be adhered to. Please note the position of fire extinguishers and blanket.

## **10. Opening and closing of The Pavilion**

Keys will be handed and returned to IPT as pre-arranged.

## **11. Single hire agreement**

If a booking is cancelled prior to the event and the trustees cannot find a replacement booking then the forfeiture or return of any deposit will be at their discretion.

## **12. The kitchen**

Persons under the age of 16 are not allowed into this area. The kitchen, crockery and all utensils must be left in a clean, tidy and fit condition to avoid a cleaning charge.

All **refuse** must be removed from the site otherwise a charge will be made for disposal. **Refuse** cannot be left by the bins in the carpark there is minimal collection here and it can encourage fly tipping.

## **13 In the event of The Pavilion being rendered or considered unfit**

In the event of The Pavilion being rendered or considered unfit for use by the hirer, the trustees shall not be liable for any resulting loss or damage.

## **14 The right to decline**

The trustees reserve the right without reason to decline a booking or use of the equipment.

## **15 End of Hiring**

Contents should be returned to their **original location**. The hirer must leave the Pavilion and curtilage clean, tidy and properly secured unless directed otherwise.

## **16 Deposit**

A refundable deposit of £100.00 is required when booking the Pavilion. This is secured against damage, waste disposal and any additional cleaning and will be returned promptly should conditions be adhered to. A receipt will be issued by the IPT.

## **17. Disruption**

All users must respect the local amenities and keep noise to a minimum especially when leaving the premises late at night. **please also refer to point 20.**

## **18. Hire periods**

The Pavilion and curtilage is available for hire between 08.30hrs and 23.45 p.m, 7 days a week and must be vacated by 23.45hrs (with other times by arrangement).

## **19. Smoking**

Smoking is permitted in the curtilage but **not** within The Pavilion.

## **20. Discos /Live Music**

Hirers planning a disco/live music should keep noise to a reasonable level and cease by 23.30hrs. Please liaise before booking a disco or DJ. No availability on Sundays. IPT request detailed knowledge of what music is planned, preferably 2 weeks prior to the event

## **21. Fireworks**

Fireworks are not allowed, with no exceptions.

## **22 Barbecues**

Barbecues are not permitted as we have no insurance cover for their use.  
**If you can provide your own insurance, it will be considered by the Trustees.**

## **23 Repeat hire**

Any agreement for regular/ repeat hire may be terminated by either party giving one calendar months' notice. In addition, the trustees reserve the right to terminate any agreement with immediate effect for a breach of these terms and conditions.

## **24 Electrical equipment**

Hirers may use their own equipment **provided** it has a current test certificate and is used entirely at the **owner's risk**. The IPT accepts no responsibility for any loss or damage to hirers or their agents' equipment however caused.

## **25 Bouncy castles**

For reasons of safety and insurance they are **permitted, provided the hirer presents an insurance certificate 2 weeks before the hire period, to the IPT** who absolve themselves from any liability resulting from claims for injury or damage, however caused, arising from their use.

## **26 Compliance with the children act 2008**

The hirer **shall ensure** that any activities for minors or vulnerable adults comply with the provisions of the Children Act 2008. That only fit and proper persons who have passed a DBS check have access to them. Upon request, the hirer shall provide the IPT with a copy of their child protection policy.

## **27.A Risk Assessment document**

A risk assessment must be submitted to IPT before any event, preferably 2 weeks ahead. A template can be provided if this is helpful.

24.8.24