

The Pavilion includes the following facilities:

- Sports wing with home and away changing rooms, and referees changing room
- Function wing with 67m² atrium, 113m² function room, 25m² catering kitchen, sound system including microphones and presentation screen

The wings can be hired together or separately.

DATED: _____

PARTIES: (1) Haddenham Parish Council

(2) The person or organisation named in clause 2.3

It is **AGREED** as follows:

1. Throughout this Agreement:

- Haddenham Parish Council is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the councillors, employees, volunteers, agents and invitees
- the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Parish Clerk, other member of staff, or the Chair of the Council.

2. In consideration of the hire fee described in clause 2.5, we agree to permit you to use the premises for the purpose described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 to 2.10 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire.

2.1. Date(s) required:

Day: _____

Date(s): _____

Time: from _____ to _____

Preparation time must be included in the hours booked.

2.2. Haddenham Parish Council

Authorised Representative	Sue Gilbert
Position	Clerk & Responsible Finance Officer
Address	Parish Council Office Banks Park Banks Road Haddenham HP17 8EE
Phone	01844 292411
Email	clerk@haddenham-bucks-pc.gov.uk

2.3. Hirer:

Name: _____

Organisation: _____

Address: _____

Phone: _____

Email: _____

2.4. Hire Fee

Is this a commercial hire?	Yes / No
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Space required:

Function room	Yes / No
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Kitchen	Yes / No
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Sound system	Yes / No
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Presentation screen	Yes / No
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Changing rooms	Yes / No
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Hire Fee £ _____

Fee for presentation equipment £ _____

Total booking fee £ _____

For a one-off booking you must pay the cost of the booking at the time you sign this Agreement in order to confirm the booking.

For block bookings you will be invoiced quarterly

2.5. Purpose/description of hiring:

-
- | | | |
|--------------|--|----------|
| 2.6. | Will tickets be sold for your event? | Yes / No |
| 2.7. | Is food to be provided at the event? | Yes / No |
| 2.8. | Is alcohol to be provided at the event? | Yes / No |
| 2.9. | Will there be exhibition of a film? | Yes / No |
| 2.10. | Will live music be performed or recorded music played? | Yes / No |

3. You agree not to exceed the maximum permitted number of people of 60 seated and 100 standing.

4. The pavilion has the following licences:

- with the Performing Right Society (PRS) for the performance of copyright music
- TV licence

The pavilion does **not** hold the following licence:

- Phonographic Performance Licence (PPL).

4.1. We do not have a Premises Licence. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

- (i) You are responsible for ensuring that screenings of films abide by age classification ratings.
- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a Temporary Event Notice (TEN) to the licensing authority.
- (iii) You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENS that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

- 5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- 6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
- 7. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Parish Council.

.....

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

.....

TERMS AND CONDITIONS OF HIRE:

These standard conditions apply to the hiring of the Airfield Pavilion. If the Hirer is in any doubt as to the meaning of the following, the Parish Clerk should immediately be consulted. Please ensure you **read** thoroughly and **sign** at the bottom.

1) Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2) Supervision

3) The Hirer shall, during the period of the hiring, be responsible for:

- a) supervision of the premises, the fabric and the contents;
- b) their care, safety from damage however slight or change of any sort; and
- c) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

4) Use of Premises

The Hirer shall not use the premises (including the car park) for any purpose other than that in the Agreement and must 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 onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without permission.

5) Insurance and Indemnity

- a) The Hirer shall be liable for
 - i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - ii) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)

- iii) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
 - iv) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- b) We will take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) and (ii) above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(iii) and (iv) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - i) any insurance excess incurred and
 - ii) the difference between the amount of the liability and the monies we receive under the insurance policy.
- c) Where we do not insure the liabilities described in sub-clauses (a)(iii) and (iv) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

6) Licences

The Hirer shall note the Airfield Pavilion does not have any licences for music, film, TV or the selling of alcohol and where appropriate the Hirer must hold such licences.

- a) The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- b) The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you (The Deregulation Act 2015 requires you to have our written permission to show a film).

7) Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

8) Public Safety Compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Licencing Authority and the Parish Council.

- a) The Hirer confirms that they will read the notices in the entrance of the conference room concerning the following matters:
 - i) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - ii) The location and use of fire equipment.
 - iii) Escape routes and the need to keep them clear.
 - iv) Method of operation of escape door fastenings.
 - v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire
 - vi) Location of the First Aid Box.
- b) In advance of any activity the Hirer must check that:
 - i) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
 - ii) Any fire doors are not wedged open
 - iii) Exit signs are illuminated
 - iv) There are no fire hazards on the premises

9) Outbreak of Fire

If an outbreak of fire is detected raise the alarm using the nearest fire alarm. The Fire Brigade must be called to any outbreak of fire, however slight, and details must be given to us. Only tackle a fire using a fire extinguisher if it is safe to do so and you are trained to use it.

10) Leak of Gas

If a gas leak is detected raise the alarm using the fire alarm. Call the Gas Board on 0800 111999 and turn off all heat sources. The main gas valve is situated in a small brick housing adjacent to the fence outside and to the right of the main entrance of the Village Hall.

11) Evacuation of the Building

On hearing the alarm or being informed by others of either a fire or gas leak evacuate the building by the nearest exit and assemble by the Fire Assembly point in the main car park to the side of the hall and maintain a safe distance from the building. Do not stop or return to collect belongings until either the Fire Brigade Officer or the Gas Engineer tells you it is safe to do so.

12) Health and Hygiene of food

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and

thermometer.

13) Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

14) Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our Accident Book.

Certain types of accident or injury must be reported on a special form to the local authority. The Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

NB: There is a first aid box and accident form in the Kitchen.

15) Explosives and Flammable Substances

The Hirer must ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises and that
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without consent)

16) Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. The Hirer must not use portable liquefied propane gas (LPG) heating appliances.

17) Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

18) Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour. No alcohol may be served without our permission. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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.

19) Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

20) 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. Failure to observe this condition may lead to prosecution by the local authority.

21) COVID-19 Regulations

The Hirer shall note and comply with our COVID-19 regulations which will be in line with current Government legislation and guidance, and is likely to include the following.

- a) Any persons displaying symptoms of COVID-19 must not enter the building.
- b) Use of hand sanitiser when entering the building.
- c) Ensure there is adequate ventilation.
- d) Ensure all surfaces are cleaned with antiviral spray.
- e) Wearing of face masks.
- f) Maintaining social distancing protocols.

22) Sale of Goods

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

23) Cancellation

The Hirer may cancel up to 48 hours before the booking and receive a full refund of any fee paid. We reserve the right to cancel this Agreement by giving written notice to the Hirer in the event of us reasonably considering that:

- a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- c) the premises becoming unfit for the use
- d) an emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk from these similar disasters.

In any such case the Hirer will be entitled to a refund but we shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24) Smoking

You must comply with the prohibition of smoking (including e-cigarettes) in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

25) WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- a) not to use the WiFi service for any for the following purposes:
 - i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - iii) interfering with any other persons use or enjoyment of the WiFi service; or
 - iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

26) Termination of the WiFi service

We have the right to suspend or terminate our wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (a) if you use any equipment which is defective or illegal;
- (b) if you cause any technical or other problems to our WiFi service;
- (c) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (d) if you resell access to our WiFi service; or
- (e) if you use our WiFi service in contravention of the terms of these Standard Conditions.

27) Availability of WiFi Services

- (a) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (b) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

- (c) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage at our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

28) Privacy and Data Protection

- (a) We may collect and store personal data through your use of our WiFi service.
- (b) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (c) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to the Clerk or other member of staff.

29) End of Hire

The Hirer is responsible for leaving the premises and surrounding area 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 we shall be at liberty to make an additional charge. Keys to the premises must be returned as agreed.

30) No Alterations

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.

31) No Rights

- a) This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

I hereby confirm I have read and understood the Terms and Conditions of hiring the Conference Room

Signed:

Date:

BOOKING FEES

Charges per hour (including VAT)

Haddenham residents and non-profit organisations

<u>Monday to Friday</u>	Function Room or atrium only	Changing rooms	Whole building
Daytime 08:30 – 18:00	£18p/h	£18p/h	£36p/h
Evening 18:00 – 23:00	£21p/h	£21p/h	£42p/h
<u>Weekend</u>			
Daytime 08:30 – 18:00	£21p/h	£21p/h	£42p/h
Evening 18:00 – 23:00	£24p/h	£24p/h	£42p/h

Non-profit organisations and individuals not based in Haddenham

<u>Monday to Friday</u>	Function Room or atrium only	Changing rooms	Whole building
Daytime 08:30 – 18:00	£24p/h	£24p/h	£48p/h
Evening 18:00 – 23:00	£27p/h	£27p/h	£54p/h
<u>Weekend</u>			
Daytime 08:30 – 18:00	£27p/h	£27p/h	£54p/h
Evening 18:00 – 23:00	£30p/h	£30p/h	£60p/h

Commercial Organisations

<u>Monday to Friday</u>	Function Room or atrium only	Changing rooms	Whole building
Daytime 08:30 – 18:00	£27p/h	£27p/h	£54p/h
Evening 18:00 – 23:00	£30p/h	£30p/h	£60p/h
<u>Weekend</u>			
Daytime 08:30 – 18:00	£30p/h	£30p/h	£60p/h
Evening 18:00 – 23:00	£33p/h	£33p/h	£66p/h

Additional Charges

Use of audio-visual equipment (microphones and screen): £10 per session. There is no charge for the sound system.

A £42 charge will be made for use of the kitchen for catering purposes. Use of the kitchen for water and hot drinks is free of charge.

Deposit

A refundable deposit of £100 will be charged for all parties.