

# Batheaston Parish Council

## Rhymes Pavilion Hirer Agreement



In this agreement, "you" refers to the Hirer who has signed this booking form.

By hiring the Pavilion, you are agreeing to comply with the following conditions:

- 1. Supervision and responsibility** During the hire, you shall be responsible for the supervision of the premises, maintaining good order and behaviour.
- 2. Occupancy Limits** The Main Hall can accommodate up to 64 people standing, and about 30 seated. It is your responsibility to assess the practical limits for your event, especially if some of the people attending are not able-bodied.
- 3. Arrival and Departure time**
  - i** Please make the booking to allow for preparation and set up. No equipment, decorations, or other items may be set up within the Pavilion prior to your designated booking time.
  - ii** If you wish to have hot water, please turn on the heater, located in the WC
  - iii** Departure must be completed by the agreed end time of the booking.
  - iv** Unless otherwise agreed, bookings will finish by 9:30pm Sunday-Thursday and 10pm Friday and Saturdays.
- 4. Fire safety** You must ensure that all means of exit are kept free from obstruction, that firefighting equipment is not misused, and that flammable substances and naked flames are not used on the premises.
- 5. Damage and breakages** You will be held responsible for any damage to the premises, fixtures, fittings, or equipment during your hire period. You agree to pay the full cost of repair or replacement of any items damaged during your hire.
- 6. Music and performances** Public musical performances are prohibited, including the use of speakers or sound systems for music playback. This restriction does not apply to royalty-free music or works in the public domain.



**7. Alcohol, drugs and disorderly behaviour** To avoid disturbing local residents and prevent violent or criminal behaviour, you must ensure that:

- i Alcohol consumption is kept to reasonable levels.
- ii No illegal drugs are brought onto the premises.
- iii Drunk and disorderly behaviour is not permitted on the premises or in the surrounding area.
- iv Anyone who appears intoxicated, under the influence of drugs, or behaving violently or disorderly must be asked to leave the premises in accordance with the Licensing Act 2003.
- v Alcoholic drinks may not be sold without the prior consent of the Parish Council. This will normally require that you secure a Temporary Event Notice from Bath and North East Somerset Council. See <https://www.bathnes.gov.uk/temporary-event-notice-ten>.
- vi No performances that could endanger the public or are offensive or sexually explicit in nature are permitted.

**8. Use of premises** You shall not use the premises for any purpose other than as agreed, and shall not sub-hire or share use with any person or organisation not named on the booking form.

**9. Insurance and indemnity** You are strongly advised to ensure you take out suitable insurance to cover any damage or claims. You will indemnify the Parish Council against all actions and claims, including costs of repair of any damage done to the premises, and including damage to or loss of property or injury to persons as a result of your use of the premises.

**10. Public safety compliance** You must comply with health and safety requirements and ensure that no smoking is allowed within the building, that flammable substances and naked flames are not used on the premises, and that electrical appliances brought onto the premises are safe and in good working order.

**11. Safeguarding children, young people and adults at risk** You are responsible for ensuring that any activities involving children, young people, or vulnerable adults are only provided by fit and proper persons in accordance with current



legislation. If requested, you must provide the clerk with your Safeguarding Policy and proof of relevant Disclosure and Barring Service (DBS) checks. You must take all reasonable steps to prevent harm and respond appropriately if harm occurs. Any safeguarding concerns must be reported to the clerk.

**12. Accidents and dangerous occurrences** A First Aid Kit is located in the kitchen. Please report all accidents involving injury to the public to the clerk or bookings manager as soon as possible. Any failure of equipment must also be reported as soon as possible.

**13. Animals** No animals except assistance dogs are permitted on the premises.

**14. Food safety and hygiene:** If you are preparing, serving, or selling food on the premises, you must comply with all food safety laws and regulations. You must also clearly label all food items to help people with food allergies make informed choices.

**15. Alterations and decorations** No alterations or additions may be made to the premises, attached directly to walls, fixtures, or surfaces without prior written consent from the clerk or bookings manager. Only LED tealights and LED candles may be used - no naked flames are permitted. If any failure to comply with these conditions results in the activation of fire safety systems and emergency service response, you will be liable for the full cost of their attendance

**16. Prohibited items** the following are **not permitted** inside the Pavilion or on the adjoining field.

- i Flammable materials** Any form of liquified propane gas appliance, dry ice or smoke machines, fireworks, helium balloons, disposable barbecues and Chinese lanterns
- ii Bouncy castles and inflatables** are not permitted without prior written permission from the Parish Council. If permission is granted, a separate waiver and safety agreement must be signed before the equipment can be used on the premises.



**17. Commercial Activity** You may sell items not undertake trading other than to raise funds for charity (see <https://www.gov.uk/guidance/village-halls-answers-to-some-common-questions#can-the-committee-get-involved-in-trading-activity-to-raise-funds>).

**18. End of hire** You shall be responsible for leaving the premises in a clean and tidy condition. Any contents moved from their usual position should be replaced, and all electrical appliances should be turned off unless otherwise directed.

- i Waste disposal** You are required to remove any substantial rubbish from the premises at the end of your hire period and dispose of it appropriately at your own expense. All refuse/recycling should be taken off site unless alternative arrangements have been agreed with the clerk or bookings manager.
- ii Tables and chairs** unless otherwise agreed, please fold the tables and put them along the walls as you found them. Stack chairs in threes (no more as they are liable to tip over) and put along walls.
- iii Heaters** Reset the temperature to 11° on the wall heaters in the hall. Switch off the fan heater in the kitchen.
- iv Water heater** Please turn this off when you leave.
- v Quiet departure** If your booking extends beyond 9:00 PM, you agree to vacate the premises quietly, showing consideration for local residents. The minimum of noise must be made on arrival and departure, particularly late at night and early in the morning.
- vi Locking the hall** If you have had access to the hall, please enter the code in the internal lock and turn the knob to lock the door.
- vii Securing the Pavilion** You must return the key to the key safe immediately upon completion of your booking and ensure all doors and windows are securely locked.
- viii Lost Property** Stored equipment and personal property Batheaston Parish Council accepts no responsibility for any equipment or personal belongings brought onto or left at the premises. All liability for loss, theft, or damage to your property is excluded.



- ix Report any problems or comments** Please let us know of anything that was not satisfactory, any problems, or any other feedback.

## 19. Terms of Hire

- i No Rights** – This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.
- ii Payment terms** Payment for all bookings shall be made in advance.
- iii Cancellation policy:** For cancellations made 2 weeks or more before the event date, no charge will be made. For cancellations made less than 2 weeks before the event date, 50% of the hire charge will be due.
- iv Cancellation by the Parish Council** If we need to cancel your booking for exceptional circumstances, we will give you as much advance notice as possible. You will receive a full refund of any fees already paid. Batheaston Parish Council will not be responsible for any other costs or losses you may incur as a result of the cancellation.
- v Any questions or comments** on this agreement should be addressed to the Parish Clerk, [clerk@batheaston-pc.gov.uk](mailto:clerk@batheaston-pc.gov.uk).