

The Geoff Hewett Pavilion
King George V Recreation Ground, Church Road, Trull, Taunton. TA3 7JZ.
(Registered Charity No. 1068979)

Hire of The Geoff Hewett Pavilion (GHP) includes full use of the showers and kitchen facilities including parking in the Memorial Hall car park – subject to availability.

Conditions of Hire

TERMS AND CONDITIONS

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

Definitions and Interpretation

- 1.1. The Venue – means The Geoff Hewett Pavilion King George V Recreation Ground, Church Road, Trull, Taunton. TA3 7JZ.
- 1.2. The Hirer – means the person or organisation as set out on the Room Hire Booking Form.
- 1.3. The Amount Due – means the amount that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.
- 1.4. The Period of Hire – means the period set out on the Room Hire Booking Form

Maximum capacity

- 2.1. The Hirer will not exceed the maximum capacities for the Premises.
- 2.2. The maximum capacity is 120 people.
- 2.3 The hirer is to ensure that someone over 21 years of age is in charge at all times. Extra supervision will be needed when the majority of those present are children.

Use of Premises

3.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.

Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2 The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.3. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Venue and must supply any documents requested promptly.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for each event. *A copy of the risk assessment must be supplied to the Venue.*

5.3. The Hirer shall ensure they are familiar with the:

- a. fire alarm points
- b. fire evacuation procedures, routes, refuge point and assembly point
- c. location of first aid kit

5.4. The Hirer shall

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not propped or left open when leaving the building
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

5.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises *shall be PAT tested*.

Alterations

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

Nuisance

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

10.3 Hirers must vacate the premises by 10.30pm

Children

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

Charges, Confirmation and Cancellation

12.1. The booking will be confirmed on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3 A deposit of £50 is due ahead of the hire of children's parties. This is fully refundable subject to the venue being left in a satisfactory state.

12.4 A deposit of £100 is due ahead of all other bookings. This is fully refundable subject to the venue being left in a satisfactory state.

End of Hire

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. A charge of £50.00 shall be payable by the Hirer where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean condition. To include hallway & toilets

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

Payment and Amount Due

14.1. The Hirer shall make payment of the Amount Due before the booking takes place.

14.2 The details of the Amount Due are set out on the invoice. The Venue updates room hire charges from time to time.

14.3 Where the booking is cancelled by the Hirer more than 21 days before the day of the event then a 50% refund will be given.

14.4 Where a booking is cancelled by a Hirer less than 7 days of the booking, then a 50% reduction will be allocated to the Amount Due.

14.5 Where a Hirer cancels a booking due to circumstances they consider to be force majeure, the standard cancellation terms shall apply unless the Playing Field Management Committee, at its sole discretion, determines that a refund or waiver is appropriate.

Insurance

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue.

15.2. The Hirer shall maintain Public Liability Insurance in place for the use the Premises during the Period of the Hire. *A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue. This only applies to regular hirers.*

Data Protection

16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

Care of Premises and Equipment

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

Loss or damage

18.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises, and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

Advertising

19.1. No advertising shall be displayed at the Building without the written permission of the Venue.

19.2. Any artwork or other advertising for the event must be approved by the Venue.

General Terms

20.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

20.3 The hirer must ensure that the premises are left in a clean and tidy condition, with the floors swept. All rubbish should be removed from the premises. If rubbish is not removed, or the kitchen is not left clean and tidy, The GHP reserves the right to charge an extra fee to correct this.

20.4 The children's playground outside The GHP is available for use by the hirer, but may also be in use by other children. If the field is used for the event, please ensure that it is left tidy and litter free.

20.5 All appliances must be turned off (except the fridge) and all external windows and doors must be closed and locked after use and the alarm has been set before locking up.

Please see Hallmaster for current pricing.