



LISS PARISH COUNCIL

LISS PAVILION & WEST LISS RECREATION GROUND FOOTBALL PITCH

TERMS AND CONDITIONS OF HIRE

1. Definitions

General Hirer: means any Hirer that does not fall into a specific category of hire.

Regular General Hirer: means any Hirer that does not fall into a specific category of hire who makes weekly, monthly or term-time bookings.

Regular Community Hirer: means a non-profit making organisation based in Liss or adjoining parishes, or any organisations or individuals who are using the Pavilion to provide an activity or service principally to the benefit of the Liss Community, who makes weekly, monthly or term-time bookings.

Commercial Hirer: means any business or commercial user.

Adult Party Hirer: means any Hirer who wishes to make use of the premises for an adult (18+) party.

Hirer: means every category of hire.

Premises: means the Pavilion or part thereof, the Grass Pitch, the Recreation Ground and any contents therein and any fittings and fixtures therein and thereon.

Key Holder: means a Regular User who signs a Key Holder Declaration and is given a key by LPC to open and close the facility.

2. General Matters

Please read the following details carefully when considering the hire of the Pavilion and the use of its facilities.

The following Terms and Conditions must be adhered to and so it is important that the hirer understands all aspects of the agreed contract between themselves and Liss Parish Council ("LPC").

The Hirer must be at least 18 years of age.

During the period of the hire, the Hirer shall be responsible for the supervision and care of the fabric of the Pavilion and its contents and should damage occur however slight the Hirer will ensure the damage is reported to the Parish Clerk, Mrs Sarah Smith, as soon as practically possible. The Hirer will accept charges to rectify any damage (including accidental damage) to the Premises.

The Hirer is responsible for the supervision of the Premises, the fabric and contents and the behaviour of all persons using the Premises and will ensure that in cases where any unreasonable, unsociable activity occurs they will take steps to resolve matters.

LPC accepts no responsibility for any equipment or any property brought on to or left at the Premises.

LPC reserves the right for duly authorised members or officers of LPC to enter the Pavilion at any time for any authorised purpose.

Hirers should note that the Football Pitch can be hired separately at the same time as a Hire of the Pavilion.

Hirers should note that there are public areas at West Liss Recreation Ground that can be used by any member of the public.

LPC reserves the right to cancel any hiring if it should so desire, subject only to the return of the fees paid and to no other claim save as may be determined in accordance with the provisions in the section entitled "Cancellation".

LPC reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.

LPC may cancel or terminate any hiring if the Premises are required for any purpose connected with European or United Kingdom Local Authority Elections or other Elections or Referenda and shall not thereby incur any liability to the hirer, other than for the return of such hiring charges as shall have been paid by the Hirer. Hirers are advised to insure against this eventuality.

LPC has the right to limit or restrict the use of any part of the Premises at any time.

LPC reserves the right to amend/alter these Terms and Conditions of Hiring without notice but will send a copy of the amended Terms and Conditions to Regular Hirers.

3. Use of Premises

- The Hirer shall not use the Premises for any other purpose than that described in the Hiring Agreement.
- The Hirer 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 onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- The Hirer shall ensure proper supervision of the car-park so as to avoid obstruction of the highway. Hirers should note that the car park at the Premises should be used only for parking the cars of users of the Premises.
- Marquees, tents, structures, other equipment, fireworks, barbecues or cooking are not permitted on the Grass Pitches and/or Recreation Ground, or in the immediate vicinity of the Pavilion and veranda except with the prior written permission of LPC.
- No cooking equipment shall be brought onto the Premises without prior written permission of LPC.
- No laser beams, drones, artificial smoke, fireworks or any highly inflammable substances are permitted inside, or in the vicinity of the Pavilion or any paved or decked areas.
- No decorations of any description are to be affixed to the walls or woodwork of the Pavilion except with the prior written approval of LPC and such walls and woodwork are not to be marked in anyway.
- The entrance of the Pavilion shall at all times be kept entirely clear of any displays, stands or decorative materials unless the prior written consent of LPC has been obtained for the placing of such displays.
- No alterations or additions of a permanent nature are to be made during the period of hire to any part of the Premises, either inside or outside, or to the approaches thereto, or to the fittings or machinery, or to the electrical installation or equipment, nor shall any interference be made with the approaches to or exists from the Premises without the written consent of LPC.

4. General Booking Information

When hiring the Pavilion the Hirer agrees to:-

- Ensure that the hire period booked allows sufficient time for setting up before the event and, in particular, for clearing away and cleaning after the event ready for the next user.
- Consider the neighbours by ensuring that the volume of any music is kept at a reasonable level, the Pavilion doors and windows are kept closed, if necessary, and guests leave quietly at the end of the hire period.
- Vacate the Premises at the end of the hire period.
- Ensure that the hired Premises are only used for the purpose specified on the booking form and not to sub-hire the Premises, or allow them to be used for any unlawful purpose or in any unlawful way.
- Be responsible for the care and supervision of the Premises, and for the behaviour of all persons present.
- Be responsible for supervising car parking arrangements by those present for the Hire of the Pavilion in order to avoid any obstruction of the public highway.
- Ensure that the maximum number allowed in the Pavilion (200 at any one time) is not exceeded.
- Ensure that there are sufficient responsible adults (over the age of 25) present for the number of people in attendance at the event:
at least 2 responsible adults present for any event with up to 25 people in attendance;
at least 4 responsible adults present for any event with over 25 people in attendance.
The number of responsible adults present must be doubled if the majority of people attending are under the age of 16.

5. Payment of Charges

Annex C provides details of the charges. The General Hire rate will apply by default. Application for a Regular or Community Hire rate should be made at the time of booking. Bookings for Commercial or Business use should be declared on the form. An application for a specific category of hire will be subject to the discretion of the Parish Clerk.

Regular Hirers – Payment of invoices for regular hirers is to be made by on-line banking within 7 days of receipt of invoice.

Other Hirers – Full payment is required within 7 days following approval of the booking by LPC and confirmation of the appropriate booking charge by either on-line banking or cheque made payable to Liss Parish Council. Full payment is required immediately if the booking is within two weeks.

On-line banking payments can be made to Liss Parish Council's Pavilion Account, Sort Code: 30-96-61, Account Number: 19371968.

Deposits - A deposit will be taken for Adult Party bookings and other bookings at the discretion of the Clerk at the time of booking and returned to the Hirer following checks required. LPC reserves the right to charge other categories of users as deemed necessary or vary the level of deposit.

In the case of bookings where payment has not been made LPC reserves the right to refuse admission. The hire charges include the cost of electricity used at the Premises by the Hirer save that LPC reserves the right to charge Hirers for excessive electricity usage by invoice which must be paid within 7 days of receipt. LPC reserves the right to review the hire charges within the first year of operation of the Liss Pavilion and thereafter annually for implementation on 1st April in each year. LPC reserves the right to refuse or cancel a booking if hire charges from a previous booking remain unpaid.

6. Opening and Closing (Regular Hirers who are Keyholders)

Regular Hirers who also become Key Holders will be asked to sign a separate Key Holder Declaration. As part of the closing process, it is important that all lights are turned off, windows are closed, that both external doors in the Main Hall are closed and locked, that all appliances are turned off (excluding the fridge and oven) including the hot water dispenser, that all rubbish is disposed of appropriately and finally that the front door is locked and that the alarm is set.

7. Opening/Closing arrangements (Ad hoc Hirers)

The Caretaker or Designated Key Holder will meet you at the Pavilion at the start of your hire period (or just before) to open up, to provide information related to the facilities and answer any questions you may have. The Caretaker or Designated Key Holder will return at the end of the hire period to lock up. Should any issues arise during the hire period, the phone number of the Caretaker can be located on the Notice Board next to the kitchen. The Notice Board also contains important information for hirers such as the Fire Action Plan, full address for emergency services if required, location of the First Aid box and the wifi code.

As part of the clearing up process, all tables and chairs need to be returned to the Store Room and stacked as found chairs (chairs 6 high only). It is important that all lights are turned off, windows are closed, both external doors in the Main hall are closed and locked, that all appliances are turned off (excluding the fridge and oven) including hot water dispenser, that all rubbish is disposed of appropriately

8. Health and Safety

- To minimise the chances of accident or injury, Hirers should adopt a common sense and responsible attitude to health and safety.
- The responsible adults must read the Fire Action Plan (**Annex A**) and be familiar with the location and operation of the fire extinguishers as well as the procedures for orderly evacuation of the Pavilion in the case of fire or other emergency.
- All doors, gangways and exits must be kept clear of obstruction at all times and Fire Exit Notices must not be obscured.
- The Hirer should ensure all fire exit doors from the Pavilion are left unfastened and unobstructed and immediately available for exit including the exit onto the Veranda.
- **At the commencement of hire, the Hirer should identify for attendees the location of Fire Exits; and adhere to Fire Drills if the alarm sounds, vacate the Pavilion immediately, assemble on the Recreation Ground and dial 999.**
- No portable heaters are to be used in the Pavilion.
- Small candles on birthday, anniversary or wedding cakes may be used by a responsible adult provided that the candles are not left unattended at any time. Other naked flames must not be used in the Pavilion without prior written permission of LPC.
- All chairs, tables and other equipment must be arranged in such a way as to allow free and easy access to the Fire Exits and with consideration for people's safety in moving around them, especially if a disabled person is in attendance.
- Chairs should be stacked 6 high only and tables handled by two persons.
- The Hirer should ensure that any equipment brought with them onto the Premises to be used there shall be safe and in good working order and where appropriate be PAT Tested.

9. Health and Hygiene

- If food is being prepared, served or sold at the event, the Hirer must ensure that all relevant food, health and hygiene regulations are observed.
- No animals except Guide Dogs/Assistance Dogs are to be permitted access into the Pavilion, unless specifically agreed in advance by the LPC in writing and no animals whatsoever are to enter the kitchen at any time.
- **Smoking is NOT permitted.** Under the Health Act 2006, it is a criminal offence to smoke in any part of the Pavilion and it is a criminal offence for the Hirer to permit such smoking.

10. Protection of Children

- The Hirer is responsible for the supervision and general safety of all children (under the age of 18 years) while they are on the Premises. The Hirer must be present throughout the period of hire.
- The Hirer must ensure that any activities for children under 8 years of age comply with the provisions of the Children Act of 1989 and that the relevant checks (e.g. DBS) have been carried out on people with unsupervised access to the children.

- The Hirer must take all reasonable steps to keep children out of those parts of the Pavilion that might present a potential danger to them (e.g. the kitchen and Store Room for the tables and chairs) unless they are supervised by a responsible adult.
- The Hirer should not allow children to move the tables and chairs unless assisting under strict supervision by a responsible adult.

11. Accidents

Hirers are responsible for providing First Aid cover as necessary. The First Aid Kit and Accident Book are located in the kitchen on the shelf under the serving hatch. The Hirer must report any accident involving injury to the public to the Parish Clerk as soon as possible. The incident should also be recorded on an Incident Sheet which can be found in the Accident Book and this should be returned to the Parish Clerk as soon as possible (not left in the Accident Book due to reasons of confidentiality).

12. Indemnity and Insurance

- The Hirer shall indemnify LPC against any and all the liabilities and shall keep LPC fully indemnified against all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against, suffered or incurred by LPC arising from the Hirer's use of the Premises. Hirers will be responsible for covering the cost to replace or repair any damage, breakage or theft that has occurred during the letter period and will be charged the cost of repair, or replacement as determined by LPC.
- All Regular Hirers shall obtain a policy of insurance against third party risks / public liability. A copy of the policy must accompany the application form or be received by LPC not less than 28 days prior to the date of the first hire session, except in circumstances previously approved in writing by LPC. The Regular Hirer shall provide a copy of the policy if insurance cover is renewed after the initial booking is confirmed.
- LPC does not accept liability for any damage to, or loss of, any property or articles placed or left in or on the Pavilion and/or the Grass Pitches and/or the recreation ground or any part thereof by an organisation or member of an organisation or any Hirer or anyone attending the Hirer's event.
- LPC does not accept liability for any loss suffered by the Hirer as a result of any booking cancellation or unforeseen unavailability of the facilities and/or the Premises.
- LPC does not accept any responsibility whatsoever for any loss or damage caused to the personal property of the users of the facilities and/or the Premises.
- A Hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the Premises and/or the facilities, without any adjustment of fees.

13. Cancellation

If the Hirer cancels the booking, LPC reserves the right to make a cancellation charge as follows:

- if the event is cancelled by written notice to the Parish Clerk less than one month before the date of hire the cancellation charge shall be the full amount of the deposit paid.
- if the event is cancelled by written notice to the Parish Clerk more than one month before the date of hire the cancellation charge shall be one half of the deposit paid.

In special circumstances, LPC may waive or reduce the amount of the cancellation charge at its own discretion.

LPC reserves the right to refuse a booking without being obliged to give a reason. LPC also reserves the right to cancel a booking at any time in the event of unforeseen circumstances and in this case LPC may, at its own discretion, offer compensation. Any such compensation will be limited to a maximum of the hire fee for the event and LPC will not be liable for any further and/or consequential losses.

14. Licensing Terms

The Hirer must not sell alcohol in the Premises without the prior written consent of LPC and must obtain all relevant licences and permissions required by the Licensing Act 2003. LPC will require a copy of the relevant licences and permissions prior to giving its consent.

During licensed events, it is the responsibility of the Hirer to prevent crime and disorder, maintain public safety, prevent public nuisance and protect children from harm.

15. Cleaning

The Hirer is responsible for ensuring that the Premises are left clean and tidy, in a suitable condition for use by the next hirer.

If the Hirer has moved anything in the Pavilion, it must be returned to its usual place.

Bins are provided for a reasonable level of waste disposal by Hirers. Rubbish should be placed in the bins only. Any excessive rubbish must be removed from the Premises at the end of the period of hire and taken elsewhere for disposal.

LPC reserves the right to deduct an appropriate amount from the security deposit to pay for any damage caused or any additional cleaning and if the sum incurred exceeds the security deposit, the Hirer agrees to pay the balance outstanding within 7 days of notification of that sum from LPC.

Cleaning materials and equipment are available in the cleaner's storeroom in the Pavilion for use by the Hirer.

Kitchen cleaning

- ALL surfaces must be wiped clean

- Any crockery, pans, baking trays or other equipment that has been used must be thoroughly washed, dried and returned to its appropriate cupboard.
- Any cutlery used must be thoroughly washed, dried and returned to the trays provided.
- Everything except power to the fridge and oven must be turned off.

Any breakages or equipment failure must be reported to the Parish Clerk immediately. An appropriate charge will be levied for any breakages.

16. Our Commitment

LPC will do its best to provide the Pavilion and facilities in a suitable state for the activities agreed. However, LPC cannot be held liable for any circumstances or events outside of its control.

LPC will ensure that the Hirer's booking request is dealt with in a timely manner and an email confirmation will be sent to the Hirer at the earliest opportunity.

If the Hirer has specific requirements that you would like to discuss with LPC, please get in touch with the Clerk – Mrs Sarah Smith (clerk-smith@lissparishcouncil.gov.uk).

LPC looks forward to welcoming you to its Pavilion sometime soon.



FIRE ACTION PLAN

IF A FIRE BREAKS OUT:

- ✓ **Raise the alarm by breaking the nearest fire alarm break glass callpoint**
- ✓ **Evacuate the Pavilion through the Fire Exits.**
- ✓ **Hirers must ensure the safe evacuation of the members of their party and ensure that the disabled are assisted.**
- ✓ **Call the Fire Service on 999.**
- ✓ **Proceed to assembly point for a roll call a roll call of participants where attendance registers are kept.**
- ✓ **Please be aware that the assembly points in the case of evacuating the Pavilion are on the Recreation Ground.**
- ✓ **Do not stop to collect personal belongings.**
- ✓ **Only tackle the fire if it is safe to do so and you have been adequately trained.**
- ✓ **Do not enter the building until told to do so by the Fire Brigade.**

The full address of this facility is:

Liss Pavilion, West Liss recreation Ground, Station Road, Liss, GU33 7LA

CHARGES

LISS PAVILION & WEST LISS RECREATION GROUND PITCH CHARGES	Weekday day rate (8am to 6pm)	Weekday evening rate (6pm to 11pm)	Weekend day rate (8am to 6pm)	Weekend evening rate (6pm to 11pm)
Main Hall (inc. Quiet Room & Toilets)				
- General Hirer	£13.00 per hour	£19.00 per hour	£15.00 per hour	£22.00 per hour
- Regular General Hirer	£12.00 per hour	£18.00 per hour	£14.00 per hour	£21.00 per hour
- Regular Community Hirer	£11.00 per hour	£17.00 per hour	£13.00 per hour	£20.00 per hour
- Commercial Hirer	£20.00 per hour	£25.00 per hour	£25.00 per hour	£30.00 per hour
Adult Party	£150 per booking	£200 per booking	£250 per booking	£300 per booking
Extension to midnight (discretionary)	/	£75	/	£100
Adult party deposit	£100 per booking			
Kitchen as an additional/ standalone option	£20 per booking			
Use of TV	£10 per booking			
Use of sound system	£10 per booking			
Pitch Hire Junior	£30 per session/match			
Pitch Hire Senior	£60 per session/match			
Toilets & Changing Rooms	£25 per session/match			
Wedding	Price on application			

All bookings are subject to the Terms and Conditions of Hire, and acceptance of bookings and deposits required is entirely at the discretion of the Parish Clerk.

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