

BCS Recreation Ground Jubilee Pavilion

Terms and Conditions of Hire

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TERMS

1 Definitions

1.1 The Recreation Ground and Jubilee Pavilion Management Committee will be referred to as "RGPMC" The Jubilee and the Jubilee Pavilion referred to as "JP"

2 Responsible Individual

2.1 The Hirer must provide the bookings clerk the name and address and telephone number of the person who will be personally responsible to the JPMC for the obligations of the Hirer under this Agreement.

2.2 The benefit of the Agreement is personal to the Hirer and may not be assigned or sub-hired.

3 Facilities

3.1 The JP is licensed by SODC and your attention is drawn to the obligations of using this facility. The responsibility of the licensee is transferred to the elected secretary of an organisation or individual who is identified as the responsible Individual.

3.2 Use of the JP includes use of the foyer, kitchen, hall and toilet facilities. The Changing rooms can be included if required otherwise they will be kept locked.

4 Use under the terms of the premises license

4.1 The main obligations of the licensee concerns knowledge of the fire regulations and the actions required to prevent nuisance.

Fire Regulations

4.1.1 The shutters for the two main exits must be opened and locked in the raised position using the locking bolts and the push bar doors must not be obstructed.

4.1.2 Hirers must familiarise themselves with the location and use of the fire extinguishers, alarms and fire blanket located in the kitchen, Foyer and Hall.

4.1.3 The number of people using the pavilion must not exceed 80 (eighty)

Nuisance

4.1.4 Disturbance to neighbours must be kept to a minimum.

4.1.5 On leaving the premises at night users should be reminded to leave the pavilion, Recreation Ground and Mackney Lane quietly.

4.1.6 All lettings must end at midnight, with music ceasing at 11.45pm unless previously agreed by the RGPMC or a special license has been obtained.

4.2 No part of the JP is to be used for any purpose other than the Purpose identified by the hirer.

4.3 The Hirer must comply with all the conditions and stipulations of the Licensing Authority for the JP (as far as it may be relevant to the Purpose of Hiring) and a copy of these will be supplied to the Hirer on request.

5. Electrical Equipment

5.1 No lighting, heating, power or any other electrical fittings or appliances in the JP are to be altered, moved or in any other way interfered with.

5.2 If additional lighting, heating, power or other electrical fittings or appliances are to be installed or used the hirer must seek the prior consent of the RGPMC.

5.3 All additional electrical equipment is to comply with existing legislation.

6. Decoration

6.1 No nails, screws, pins or other similar objects are to be driven into any part of the JP, nor is any adhesive to be used that would damage any surfaces.

7. Copyright Works

7.1 If the use of the JP involves the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright exists, it will be the responsibility of the Hirer to obtain before the Period of Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.

8. Liquor and Non-Alcoholic Beverages

8.1 If alcoholic beverages are to be sold to the general public by the hirer a license must be obtained under the terms of the Licensing Act 2003 and must provide such evidence as the RGPMC may require that this condition has been complied with.

9. Non-Alcoholic beverages

9.1 Non-alcoholic beverages may be sold to the general public with the prior permission of the RGPMC.

10. Catering

10.1 The kitchen is provided for the use of hirers to prepare food and non-alcoholic hot drinks. Hirers can contract third party caterers to prepare food and hot non-alcoholic hot drinks in the kitchen. The same terms and conditions that apply to the hirer under this agreement equally apply to any third-party caterers.

11. Smoking

11.1 Smoking is not permitted inside the JP or any areas adjacent to the main entrances.

12. Use of the Recreation Ground

12.1 The terms and conditions as set out for the JP where applicable apply for the use of the BCS Recreation Ground. The Recreation Ground is a public area and if required for other than normal purposes, hirers must request permission from the Brightwell Cum Sotwell Parish Council at least 30 days prior to the hire date in writing to the Parish Clerk.

12.2 Firework displays will only be allowed in the recreation ground by previous arrangement and with consent of the Brightwell cum Sotwell Parish Council. The request for setting off fireworks must be applied for in writing to the Parish Clerk at least 30 days prior to the hire date.

13. The end of the Period of Hiring

13.1 At the end of the Period of Hiring the Hirer is to leave the JP and any part of the recreation ground used, in a clean and orderly state, free of dirt and litter. The Hirer must remove all equipment previously brought in by or on behalf of the Hirer.

13.2 At the end of the hire period all rubbish must be removed for recycling from the JP and BCS Recreation Ground by the hirer.

13.3 The designated person responsible for the hire to complete the arrival and departure form provided on booking and return the completed form with the keys to the booking clerk*.

14. Damage to Jubilee Pavilion property

14.1 The Hirer is to take good care of the JP and is not to damage the JP or any fittings, equipment or other property in the JP and, except to the extent that the RGPMC may be indemnified by insurance, the Hirer is to make good and pay for any damage caused by the act or neglect of the Hirer or anyone for whom the Hirer is responsible.

15. Injury to persons and loss of property

15.1 The RGPMC will not be liable for the death of or injury to any person attending the JP for the function or for any losses, claims, expenses or any other liability incurred by the Hirer in connection with the Agreement except where the death, injury or loss is due to the negligence of the RGPMC.

15.2 The RGPMC will not under any circumstances accept responsibility for any damage to or loss of any property brought into or left at the JP either by the Hirer or by any other person or deposited with any officer or employee of the RGPMC.

15.3 The Hirer will indemnify the RGPMC against all the liabilities mentioned in 15.2

16. Third Party Insurance

16.1 Regular Hirers of the JP are required to have in force throughout the Period of Hire a policy of insurance taken out with a reputable insurance company covering the Hirer against third party risks and at the request of the RGPMC will produce evidence of such a policy.

16.2 Irregular Hirers are covered by the insurance policy held by the Brightwell cum Sotwell Parish Council.

17. Further exclusions of liability

17.1 The RGPMC will not be liable for any loss due to any breakdown of machinery, failure of the electricity supply, leakage of water, fire, Government restriction or act of God which may cause the Jubilee Pavilion to be temporarily closed or the hiring to be interrupted or cancelled.

18. Right of Entry

18.1 The RGPMC reserves the right for duly authorised members or officers of the RGPMC to enter the JP at any time for any authorised purpose.

19. Cancellation by the Hirer

19.1 If the Hirer wishes to cancel the hiring in whole or in part, the Hirer must give the RGPMC notice to that effect.

19.2 If such notice is given, not later than 21 days before the Period of Hiring, the RGPMC will refund any of the deposit paid.

19.3 If such notice is given less than 21 days before the Period of Hiring, the RGPMC will retain all monies paid, and the Hirer will be liable to pay the whole Fee.

20. Cancellation by the RGPMC

20.1 If the JP is made unusable for any of the reasons given in Condition 18.1 the RGPMC will give the Hirer as much notice as practicable and will refund the Fee in full, but will not otherwise be liable to the Hirer.

21. Payment

21.1 The RGPMC reserves the right to ask for a full payment in advance of the hiring.

22. Breach by the Hirer

If the Hirer fails to keep to any of these Conditions, the RGPMC may:

22.1 Charge the Hirer for any expenses incurred by the RGPMC in remedying any such failure, including the cost of employing any persons as appropriate, and

22.2 Cancel this and any other agreement for the hire of the JP without incurring any liability to the Hirer for the return of any fee or otherwise.

23. Complaints

23.1 Any complaint arising out of the hiring must be made in writing to the RGPMC within 7 days after the end of the Period of Hiring.

Pricing

The following hire fee, which includes use of all Pavilion facilities, is valid as of 2025-20-28.

	Morning	Afternoon	Evening
Weekday	£30	£30	£35
Saturday	£30	£40	£80
Sunday	£30	£30	£35