

CARE

Community Activity and Recreational Enthusiasts for Hopton and Carsington

A charitable organisation run for the benefit of the village community

Bookings c/o The Secretary – Dove Cottage – School Lane – Carsington – Matlock - DE4 4JN
Secretary: Simon Wildash Tel: 01629 540827 simonwildash@outlook.com

1: The Hirer

Name:

Organisation:

Contact Address:

.....

.....

Contact Number / email:

2: Requirements

Purpose of hire:

Date(s) required

..... Time required:

Approx number of people attending..... Number of hours:

Equipment required:

.....

.....

3: Hire Fee

Hire rate (please tick)

- A - C&H Hourly rate
- B - General Hourly rate
- C – Agreed session rate

No of hours: @ £

Total Payable: £.....

Deposit: £.....

Balance: £

If deposit required: The Hirer shall pay as deposit at least one third of the cost of the booking, the balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing of this agreement.)

Payment method: Cheque made Payable to CARE

Or money transfer to: CARE - Sort Code: 60-14-15, Account No: 70197695

4. Confirmations

I confirm that I have read and understood the general rules governing the use of the Pavilion.

I confirm that I have read all the documents in regard to, and understand my responsibilities in respect of

Fire safety and evacuation procedures

Parking

Indemnity

First aid

I confirm that I have/ will seek all necessary permissions/licences for the event where relevant (eg: TENS licence).

Signed: Date:

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CONDITIONS OF HIRE AND INFORMATION FOR HIRERS

BY SIGNING THE BOOKING CONFIRMATION FORM, ALL HIRERS AGREE TO THE TERMS AND CONDITIONS SET OUT IN THESE TERMS. PLEASE BE AWARE THAT THE ENTIRE PAVILION BUILDING IS A NON-SMOKING AREA.

BOOKINGS

The Pavilion may be booked for recurring or single lettings. The hire is charged by the hour or session (see separate sheet for charges). The specified rates cover use of the Pavilion, the kitchenette, generator and use of the toilet outside. The generator is oil driven and provides power and heat for the pavilion and can be switched on by the cupboard in the kitchen.

Hirers must be aged 18 years or over. If the event is to involve persons under the age of 18 years, the Hirer must give assurances that children under 18 will be supervised by signing the relevant section on the Booking Agreement Form.

Regular Bookings with Fees/Commercial Hirers: Please include copies of your relevant Public Liability Insurance Certificate to validate your booking.

Additional items may be hired from CARE and the field may also be available for rental. The hire of these, costs and terms will be agreed by the CARE committee.

No responsibility whatsoever can be taken for any 'personal' items left on the premises or any damage caused by them to the premises or any misuse of them by others.

No charge is made for cleaning, provided that all facilities are left clean, tidy and in good repair, including the lavatories (as well as cooker and refrigerator if used). Any charges incurred due to breakages, poor cleaning, failure to replace furniture, etc. will be passed on to the Hirer or deducted from the deposit.

No apparatus or equipment of any description can be left on the premises without the prior consent of CARE.

DEPOSITS & CHARGES

For 'one-off' events a deposit of £20 is required. This is in addition to the Hire charge. Both the deposit and the hire charge must be paid at the time of booking and sent to the Bookings Secretary with the completed Booking Form.

The deposit will be refunded after the event subject to a satisfactory inspection and return of the key (where applicable).

CANCELLATIONS

Hirers may cancel bookings by giving at least 2 weeks' notice. If a Hirer cancels a booking with at least 14 days' notice being given, the deposit will be retained but the hiring charge will be refunded.

Cancellations made with less than 2 weeks' notice are liable to a payment of the whole hiring charge.

CARE reserves the right to cancel any booking by giving notice in writing and returning the hiring charge and deposit, should the purpose of hiring the Pavilion be in any way improper or unauthorised, or in a case of force majeure. CARE is not be liable to pay to the Hirer any money/loss incurred by the cancellation. Where hire has included the Marquee, CARE reserves the right to review its installation according to the weather forecast and any potential risk. If high winds or storms are forecast the Marquee will not be allowed for use and CARE will work with the Hirer to arrange a different date for the event or refund the money.

GENERAL HIRING CONDITIONS

Responsibility for the premises and the key rests with the Hirer during the period of access to the Pavilion. The hire period must include set-up and clear-up times. The premises must not be accessed outside of the agreed hire period and must be vacated promptly at the end of the hire.

Heating is provided by electrical heaters powered by the oil generator and is included in the hire if required.

CARE reserves the right to enter the Pavilion at any time during an event if it has reason to believe there may be a problem, and to impose further conditions on the spot or curtail the event as it considers necessary for the welfare of guests or the safety of the building or the impropriety of use.

KEY

Hirers must contact CARE at least one week before the date of hire. The Secretary will make arrangements for the collection of the key. The key must be returned to the collection point immediately after the hire.

MUSIC & ENTERTAINMENT

The Pavilion holds the appropriate PRS/PPL licences for Public Entertainment. Music must cease by 11:00 pm and all music must be kept to a suitable level to avoid disturbance of neighbours. For commercial hires/regular bookings with fees, Hirers should ensure that they have proper insurance for any equipment used in the Pavilion, to include any damage caused by them to the Pavilion and its users.

Responsibility for the use and safety of electrical equipment (and/or other equipment specified at the time of booking) brought on to the premises by the Hirer rests entirely with the Hirer. Any such electrical equipment must have passed the necessary P.A.T. tests and certificates must be produced upon request.

Children must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

The current capacity of the pavilion is 50 and the maximum numbers allowed for any event held by a Hirer, including the field, is 100.

HEALTH & SAFETY

It is the responsibility of the individual Hirers to ensure that they are aware of the Health & Safety at Work Act 1974 and to take reasonable precautions to ensure that their activities are carried out in a responsible way.

A copy of the Village Pavilion Health & Safety Policy is kept in a cupboard in the kitchen. A condition of the booking is that the Hirer has familiarised themselves with the Health and Safety policy.

Any accidents should be reported to a delegated member and an Accident Report Form completed. Accident Report Forms are kept in the cupboard in the entrance Pavilion.

INDEMNITY

CARE is insured against any claims arising out of its own negligence.

CARE accepts no responsibility for any equipment or other property brought on to or left at the premises by the Hirer, and all liability for loss or damage is hereby excluded.

For non-profit making community events, the CARE Insurance provides indemnity for accidents, damage or illness caused by the event.

For private events, and profit-making hirers, the CARE Insurance does NOT provide indemnity for accidents, damage or illness caused by their actions or by their negligence. The hirer is responsible for making good or paying for loss of contents or damage to the premises, fixtures, fittings or contents. The hirer/sub hirer is advised to indemnify him or herself against:

- cost of repair/replacement of any damage to any part of the premises or grounds or loss of property caused by, or negligence of, the hirer/sub-hirer.
- all claims, relating to illness or injury to person/s arising as a result of the use of the premises, or negligence by the hirer/sub-hirer.

FIRE PRECAUTIONS

Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use. Fireworks, party poppers and candles are not allowed, either for internal or external use with the exception of birthday cake candles.

ACCESS FOR ALL

There is access into the building for wheelchair users into the building and a designated lavatory outside for use by all. Assistance dogs are welcome.

CAR PARKING

Visitors to the Pavilion are asked to park responsibly within the village and at pick up times keep noise to a minimum.

ALCOHOL LICENCE

No licence is needed for free alcohol. Licensed bars for the sale of alcohol may be arranged by the Hirer in accordance with the Licensing Regulations. It is the Hirer's responsibility to ensure that they have complied with the legislation.

A Hirer who wishes to sell alcohol at an event must complete and send off a Temporary Event Notice (TEN) to Derbyshire Dales District Council. Under the legislation, alcohol may be given away, but if it is sold in any form, i.e. by raffle ticket, donation or included in the price of a ticket, then a Licence or TEN must be held. It is the recommendation of CARE that if alcohol is to be sold, it is done in the normal way (i.e. priced by glass/bottle, etc). Licence Holders will be required to produce a certificate at the time of booking and certificates MUST be available at the time of the event.

It is an offence to sell/serve alcohol to persons under 18 years of age. Young persons (16 – 17 year old) may consume wine, beer or cider at a table meal when accompanied by an adult at the meal.

If for any reason alcohol is being sold without a Licence or permission to sell alcohol has not been given when the booking was made or there are signs of alcohol-related behaviour, any member of the CARE can close the event immediately.

CARE and the Hirer can be held legally responsible for criminal offences carried out at the Pavilion and as a result the Pavilion may lose its licence. UNDER NO CIRCUMSTANCES WILL THE MANAGEMENT COMMITTEE TOLERATE ANY BREACH OF THE ABOVE LEGISLATION.

FOOD SAFETY

Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event held in the Pavilion to ensure that they are aware of and abide by the legal requirements. The Management Committee is not responsible for any food brought into the Pavilion.

SUPERVISION

Hirers are held responsible for adequate supervision of the premises and for use of the grounds by their own party during the period of hire and must be present and ensure that fire exits and access to them are kept clear at all times. Child Protection is the responsibility of the Hirer (under the Children Act 2004) to ensure the safety of all children at all times at any event.

CHECKLIST FOR HIRERS

In order that the Pavilion can be kept in good condition for all, would Hirers please do the following at the end of each hire:

- Please ensure that the Pavilion floor is left in good condition (ready for the next user). Sweep or mop the floor to remove any crumbs etc. (Cleaning equipment will be available).
- Make sure tables are clean before being put away and left where you found them.
- Check that all taps in the kitchen are turned off, make sure the toilet is clean, that the refrigerator is empty and clean if you have used it, and any cups, plates etc. that you have used are washed, dried and put away.
- Any rubbish must be removed by the Hirer.
- When you leave, check that doors and windows are closed.
- Turn off generator.
- Lock the outer doors.
- Return the key to the key safe.
- If other items have been hired such as Gazebos, marquee then arrange with CARE to take these down.

Your deposit will be forfeited if the Conditions of Hire have not been met.

Thank you for your cooperation.