



## Golden Hill Sports and Social Club

### Standard Terms and Conditions of Hire – the Keith Milsom Pavilion

These standard conditions of hire apply to all hirings of the Keith Milsom Pavilion. If the Hirer is in any doubt as to the meaning of any of the following, they should immediately consult the Bookings Manager. Please refer also to the Health and Safety Policy and Procedures.

#### 1. Supervision

The Hirer shall, during the period of the hire, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction on adjacent roads. As directed by the Golden Hill Sports and Social Club representative, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. The route from the main gate for emergency vehicles for fire and ambulance access to the main door of the building must be **KEPT CLEAR AT ALL TIMES**.

#### 2. Use of Premises

The Hirer shall not use the premises for any purposes other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. In particular, the use of barbecues inside the Keith Milsom Pavilion is not permitted and inflatable 'bouncy castles' and similar are not permitted inside the premises. The use of such facilities outside the Keith Milsom Pavilion shall be subject to prior agreement.

#### 3. No Smoking

There is no smoking permitted anywhere within the premises, including the toilets. The Hirer is responsible for ensuring compliance with the legislation concerning no smoking in enclosed public places.

#### 4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of legislation relating to gambling, betting and lotteries.

#### 5. Licences

The Hirer is responsible for their own Public Liability Insurance, Performing Rights Society Licence (which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person) and for any Temporary Event Notice. Golden Hill Sports and Social Club holds a Club Premises Licence for the supply of alcohol. Under the terms of our licence and subject to the Licensing Act 2003, no alcohol may be supplied on the premises other than by the club and the Hirer and/or their guests may not bring their own alcohol onto the premises for sale, supply or consumption. If other licences are required in respect of the Hirer's activities at the premises, the Hirer shall ensure that they hold any other relevant licences for their activities.

#### 6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. All children using the hall shall be supervised by a responsible adult(s). No children under the age of 12 shall be permitted in the kitchen. The number of people on the premises shall not exceed 84.

a) The Hirer shall ensure that they are familiar with:

1. Action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Keith Milsom Pavilion.
2. The location and use of all types of fire extinguishers and blankets and their suitability for different types of fire.
3. Escape routes and the need to keep these clear.
4. Method of operation of escape door fastenings
5. Appreciation of the importance of any fire doors and of closing all fire doors in the event of a fire.

b) In advance of an event of any sort, the Hirer shall check the following items:

1. That all fire exits are unlocked and any panic bolts are in good working order.
2. That all escape routes are free of obstructions and can be safely used.
3. That any fire doors are not wedged open.
4. That any exit signs are illuminated.
5. That there are no obvious fire hazards on the premises.



## 7. Means of Escape

All means of exit from the premises shall be kept free from obstruction and immediately available for instant free public exit.

## 8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Manager.

## 9. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises shall be refrigerated and stored in compliance with the Food Temperature Regulations. Please ensure that all food items and containers are removed from the kitchen and taken away from the premises after your event. Remember to check the oven, fridge and freezer.

Golden Hill Sports and Social Club accepts no responsibility for keeping food and drink items on the premises and reserves the right to dispose of them at its sole discretion.

Any spillages on the floor must be wiped up immediately using a damp, warm cloth (no chemicals to be used).

## 10. Electrical Appliance Safety

The Hirer shall not bring any portable electrical appliances to the premises which have not been Portable Appliance Tested (PAT) and have the appropriate test sticker in view. Electrical sockets must not be overloaded. Any damage to flexes or plugs on appliances shall be reported to the Bookings Manager and the equipment put away in a cupboard.

## 11. Indemnity

- a) The Hirer shall indemnify and keep indemnified each member of the Golden Hill Sports trustees and Golden Hill Sports directors, employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the cartilage thereof or the contents of the premises (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- b) The Hirer shall take out adequate insurance to insurance the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under Section 11 a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Manager to rehire the premises to another hirer.

The premises are insured against any claims arising out of negligence on the part of Golden Hill Sports and Social Club.

## 12. Accidents and Dangerous Occurrences

The Hirer shall report all accidents involving injury to the public to the Bookings Manager as soon as possible and submit an accident report form. Any failure of equipment belonging to Golden Hill Sports and Social Club or brought in by the Hirer shall also be reported as soon as possible. Certain types of accident or injury must be reported to the local authority using a special form. The Booking Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 13. Explosives and Flammable Substances

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Golden Hill Sports and Social Club. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to Golden Hill Sports and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

## 15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Golden Hill Sports and Social Club. No animals whatsoever are to enter the kitchen at any time.



## 16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989. The Hirer is responsible for ensuring that proper procedures are in place for safeguarding children, young people and adults at risk. The Hirer shall provide Golden Hill Sports and Social Club with a copy of their Safeguarding and Child Protection Policies upon request.

## 18. Fly posting

Advertisements for events held at the Keith Milsom Pavilion shall be tidy and discreet and should be removed immediately after the event. Failure to observe this condition may lead to prosecution by the local authority. By agreement with Golden Hill Sports and Social Club, the Hirer may be permitted to place advertisements relating to its events and/or activities at the Keith Milsom Pavilion in notice boards at the premises.

## 19. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

## 20. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, ensure that the noise levels do not cause nuisance to the occupants of neighbouring properties.

## 21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Golden Hill Sports and Social Club is unable to conclude a replacement booking, the question of the payment or the repayment of the hire fee shall be at the discretion of Golden Hill Sports and Social Club. Golden Hill Sports and Social Club reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) Golden Hill Sports and Social Club reasonably considering that
  - I. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or II. unlawful or unsuitable activities will take place at the premises as a result of this hiring or III. the premises becoming unfit for the use intended by the Hirer.
- b) An emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case, the Hirer shall be entitled to a refund of any deposit already paid, but Golden Hill Sports and Social Club shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

## 22. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Golden Hill Sports and Social Club shall be at liberty to impose an additional charge.

Immediately remove all balloons, banners, flowers, etc. after your event.

Restack tables and chairs after use. There may be an additional charge for furniture set-up and pack away. All chairs must be stacked to a maximum height of 4 (four) chairs for reasons of health and safety.

Ensure that the oven, hob, water heater and other kitchen appliances are turned off.

Please remove all your rubbish and empty bottles. Please take your rubbish away with you for disposal or recycling to avoid an additional disposal charge.

If your booking is a one-off booking, please return the key to the letterbox on the gate upon departure. There may be an additional charge for lost keys.

## 23. Stored Equipment

Golden Hill Sports and Social Club accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Golden Hill Sports and Social Club may, at its discretion in any of the following circumstances:



- a) In respect of stored equipment, failure by the Hirer to pay any storage charges due and payable, remove the same within 7 days after the agreed storage period has ended
- b) In respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

#### 24. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of Golden Hill Sports and Social Club. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of Golden Hill Sports and Social Club, remain in the premises at the end of the hiring. It will become the property of Golden Hill Sports and Social Club, unless removed by the Hirer who must make good to the satisfaction of Golden Hill Sports and Social Club or, if any damage is caused to the premises by such removal, pay the cost of repair.

No confetti or confetti-filled balloons to be used as part of decoration. Failure to comply with this requirement will result in an additional cleaning charge.

No stickers are permitted on the walls or on the floor.

#### 25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.