

# PITSTONE PAVILION

## Hiring Agreement, Effective from 1/8/2024

Pitstone Pavilion is owned and managed by Pitstone Parish Council. All bookings must be completed via our online Hallmaster system. This Hiring Agreement relates to the hire of our indoor space at the Pavilion and/or our football pitches. If you wish to hire our off-pitch outdoor space at the Pavilion, or our outdoor space at other locations, please refer to our Events and Open Space Policy which includes an application form.

Agreed as follows:

### 1. Definitions and notes

Throughout this Agreement:

- The Pavilion named in clause 2.2 is referred to as 'we'; 'our' is to be construed accordingly and 'we' and 'us' mean the Parish Council corporate body, members, employees, volunteers, agents and invitees.
- The person or organisation named in clause 2.3 is referred to as 'you'; and 'your' is to be construed accordingly; 'you' also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Parish Clerk or, if the Parish Clerk is not available, the Chair of the Sports and Leisure Committee.

### 2. Conditions of hire

In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.2 for the purpose described in clause 2.12 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.9 below and the answers to the questions in sub-clauses 2.10 to 2.17 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire set out in the attached Schedule.

#### 2.1. Date(s) and Time(s) required

You must provide the day(s), month, arrival time (this should include any setting up time) and departure time (this must include any cleaning up time) and details of the rooms/facilities (eg Platinum room, kitchen, changing rooms, pitch) you require when you complete our Hallmaster booking form.

This information is important as some activity (eg outside 11pm to 8am) may need to take account of our alcohol and entertainment licencing terms and the associated legislation. Accurate information will ensure you have sole use of the individual facility or room(s) that you have specified, for the duration of your hire period. We also use this information to determine access requirements, heating times and your billing.

#### 2.2. Pitstone Pavilion

Pitstone Pavilion is owned and managed by Pitstone Parish Council. Our contact details are:

Mrs Laurie Eagling  
The Parish Clerk  
Pitstone Parish Council  
Pitstone Pavilion  
Marsworth Road  
Pitstone  
Beds  
LU7 9AP

email: [parishclerk@pitstone.co.uk](mailto:parishclerk@pitstone.co.uk)  
telephone: 01296 767261

### **2.3. Hirer**

You must provide your name, organisation (if applicable), address, telephone number and email address when making your booking via our Hallmaster system, as we need to be able to get in touch with you to discuss your reservation.

### **2.4. Hire Fees**

All hirers must pay the associated fees. Your contractual obligation to pay ensures that this hiring agreement is legally binding. Prices below effective from June 2023.

Our current hire fees are:

- Platinum room (including use of the kitchen) is available for:
  - £25.00 per hour (including any VAT) for ad-hoc hires, one off events and hires by people that are not resident in Pitstone (General Hire rate).
  - £20.00 per hour (including any VAT) for Pitstone residents or local clubs and classes (Village rate).
  - £15.00 per hour (including any VAT) for regular hirers that make in excess of 17 bookings per year (Regular user rate).
  - Local charities and community groups who are unable to afford the above hire rates should contact the parish council who may be able to grant a discount.
- Kitchen
  - Hirers of our Platinum room also have access to our kitchen.
  - If you are a local business interested in just hiring the kitchen for your catering business, please contact the parish council to discuss.
- Changing Village
  - Available for £60.00 (not VATable for sports hire) for Village and Regular hirers, or £80.00 (not VATable for sports hire) for General hirers, as a day rate. For example, if required for changing during performances of dance or drama or indoor sports.
  - Should the whole day not be required, please speak to the parish council.
- Football Pitch

- A match booking on the senior football pitch 100m x 68m by a senior football club = £75.00 for use of the pitch & changing rooms (see below) plus discounted rate of £75 + VAT (£90.00) for use of the Platinum room and kitchen for up to 7 hours for match refreshments. Any additional use will be charged at the hourly rate.
  - A match booking on the senior football pitch (100m x 68m) by a local football club = £75.00 (not VATable as sports use). This fee includes use of the senior pitch and changing village for the duration of your match but excludes use of the Platinum room or kitchen. Any additional use will be charged at the hourly rate.
  - A match booking on the junior football pitch (76m x 50m) = £45.00 (not VATable as sports use). This fee includes use of the junior pitch and the changing village (if available) but excludes use of the Platinum room or kitchen. Any additional use will be charged at the hourly rate.
  - A training session for any adult team = £52.50 (not VATable as sports use) and includes use of the training area only (excludes any use of the changing village or Platinum room).
  - A training session for any <18 team = £33.50 (not VATable as sports use) and includes use of the training area only (excludes any use of the changing village or Platinum room).
- Miscellaneous Charges:
- Charge for damages (including ground damage plus damage to property, facilities or loaned items) – full cost of repair / replacement will be charged to the event organiser (including the VAT) plus a 15%/£25 admin fee (whichever is the higher).
  - Failure to comply with the terms and conditions of hire – up to 100% of the deposit.
  - Any action (or inaction) that compromised the safety of the public or staff - up to 100% of the deposit.
  - Cleaning fee if pavilion not cleaned prior to departure - £21 per hour plus a 15%/£25 admin fee (whichever is the higher).
  - Litter removal fee if unacceptable level of litter left at pavilion after departure - £21 per hour plus a 15%/£25 admin fee (whichever is the higher).
  - Charge to attend and open/close on behalf of a hirer who is already key trained - £21 per hour plus a 15%/£25 admin fee (whichever is the higher).
  - Charge to set up/pack away room on behalf of hirer - £21 per hour.
  - Charge to attend and release car locked in car park – £35 on weekdays / £60 on weekends or bank holidays.
  - The cost of officers called out to site - an officer charge of £35 per hour usual working hours and £70ph on Sunday / Bank Holiday.

## **2.5. Deposit(s)**

- Standard Deposit

You must pay as a standard deposit of one third of the cost of the booking at the time you make your booking and enter this agreement. This deposit compensates the Parish Council for loss of revenue in the event of the hirer cancelling at short notice.

- **Special Deposit**

This is an additional deposit fee. The Parish Council considers the risk of hirers causing damage to the pavilion, creating noise or other disturbance, or not cleaning our premises prior to departure, and we set deposit values accordingly. We apply more caution to unknown hirers or particular types of events, such as adult parties booked by individuals and/or those involving alcohol.

Fees: £50 to £200, to be confirmed at time of enquiry.

Where we request a special deposit, it must be paid in full and cleared into our account, at least 24 hours before your event. If all is well with your hire, your deposit will be returned after the event. Otherwise the council reserves the right to deduct any costs arising from your hire from your deposit.

## **2.6. Payment**

You will receive an invoice from Pitstone Parish Council once your booking has been accepted, which will specify the deposit(s) and balance values and the dates that each must be paid.

You must pay the balance of the booking fee, 24 hours before the event for which you hired our premises otherwise you will not receive access instructions.

We prefer that you pay by bacs, so that funds are cleared quickly. Our bank account details are specified on your invoice. If you are unable to pay by bacs, please contact the Parish Clerk and be aware that you will need to build in extra time to allow for cheques to be posted to our bank provider and cleared.

## **2.7. Regular Hirers**

If your organisation or community group makes repeat bookings at the Pavilion, and you have proven to be a responsible hirer, the parish council may waive the need for you to pay a deposit. All bookings must still be made via Hallmaster. Commercial hirers intending to make regular bookings eg more than twice per month, should contact the council to discuss their requirements.

## **2.8. Pitstone & Ivinghoe Junior Football Club**

Due to the changeable nature of the junior football club bookings, the Parish Council has agreed a special dispensation to invoice the club monthly in arrears. This does not negate the need for all bookings to still be reserved via the Hallmaster system in advance of the booking. No access details will be provided unless an advance booking is approved via Hallmaster.

## **2.9. Pitstone & Ivinghoe United Football Club**

Please refer to your Occupational Licence for specific payment requirements. All bookings still be reserved via the Hallmaster system in advance of the booking. No access details will be provided unless an advance booking is approved via Hallmaster.

## **2.10. Hallmaster**

You must specify on our Hallmaster system booking form, which parts of our premises you wish to hire. Your booking will only cover those areas that you have specified. For example, if you book our Platinum room and kitchen, this will not provide you with access to the changing village. If you book the changing village or a pitch, you will not have access to the Platinum room & kitchen unless this is booked separately.

Other hirers may be on site at the same time as your booking eg there may be an exercise class in the Platinum room, staff working in the office and football training taking place on the pitch.

Please refer to our Standard Condition of Hire 3 for further details.

## **2.11. Storage**

If you wish the Parish Council to consider an application for you to store equipment or items at the Pavilion, please complete the application form at Appendix 3.

Fees will be applicable. The cost of these fees will be determined, based upon the individual requirements of the hirer and the volume/location of storage space required. Both council and hirer will be required to confirm agreement to such fees, within the storage agreement issued, see Appendix 4.

If your application is accepted, the Parish Council will issue you with a letter of authorisation, specifying what equipment has been granted approval and where it must be stored. See Sample Letter at Appendix 4.

No authority will be granted for the storage of alcohol at our premises.

No authority will be granted for the storage of perishable goods, flammable substances (such as BBQ fuels), dangerous or illegal goods at our premises.

The Parish Council will consider applications to store items relating to the hire of our football pitches, from regular clubs. All such items (including balls, nets, training aids, portable goals, water bottles, corner flags etc), where users are likely to access these goods with muddy footwear, must be stored in the container. Permission will not be granted for these to be stored elsewhere.

The Parish Council will consider applications to store items relating to the hire of our indoor space/Platinum room, from regular hirers. This may include limited space within our kitchen or provision within our shared outdoor hirers store. This shared outdoor store must not be utilised for storage of items relating to pitch hire (see above) and must be retained as a clean operating space.

All property, equipment and belongings not specified within such an agreement must be removed from the Pavilion at the end of your hire period. Unauthorised property left at the pavilion will be disposed of and/or may incur a loss of deposit or additional fee.

No items stored at our premises can be insured by the Parish Council. Users must insure their own property whilst it is on our site.

By being aware of the items stored in our various stores, the parish council can comply with the necessary fire and environmental health regulations.

## **2.12. Purpose/Description of hiring**

When you place your booking via our Hallmaster system, you must specify the purpose of your hire. Please refer to Standard Condition of Hire 3.

### **2.13. Tickets**

Please confirm if tickets will be sold for your event. This helps to determine if events are private or public. An event will be classified as public where tickets have been sold, even if the guest list is restricted ie for a birthday party.

### **2.14. Food**

Please confirm if food is to be provided or prepared at your event. Please be aware that you are responsible for complying with all associated legislation throughout your hire period. If you are supplying food for purchase, you should be registered with Environmental Health as a Food Business. Hirers who regularly supply catering should ensure those responsible for preparing or serving food hold a Basic Food Hygiene Certificate, as a minimum. Refer to our Standard Conditions for further details.

### **2.15. Alcohol**

Please confirm if alcohol is to be provided or sold at your event. No alcohol (except bottled raffle prizes for fetes, bazaars etc) may be bought, sold or consumed on any part of the premises without the written permission of the Parish Council.

No alcohol must be left unattended on site.

Please refer to Appendix 2 and 3 if you wish to complete an application in connection with the sale of alcohol.

Please also see Clause 5 of this Agreement.

### **2.16. Film**

Please confirm if you will be showing a film as this is subject to separate legislation.

Please refer to Standard Conditions 7 and 8

### **2.17. Music**

Please confirm if music will be performed or recorded music played at your event as this is subject to separate legislation.

Please refer to Standard Conditions 7 and 8.

## **3. Maximum Capacity**

For your safety, as there is only one door into the Platinum room complex (NB this includes the Platinum room, kitchen and office), you agree not to exceed the maximum permitted number of **60 people in total**, to comply with Fire Regulations. Please remember to take into account any other users on site at the time eg office staff.

The Platinum room measures approximately 11m x 7m and can accommodate a maximum of 5 tables of up to 8 people per table = maximum capacity of 40 seated at tables.

The parish council provides a choice of either 9 x 6ft rectangular or 4 x 60" round tables, each seating up to 8 people, plus 40 matching folding chairs.

With conference style seating and no tables, the room can accommodate a maximum of 50 seated with no tables. Sufficient volume of chairs is available.

## **4. Music Copyright Licensing**

Under the Copyright, Designs and Patents Act 1988, a licence is required if music is played and performed in public. There are two music licensing bodies:

- PPL UK licenses the playing of sound recordings with the royalties going to the artists, performers and recording companies.
- PRS for Music licenses the public performance of musical compositions with royalties going to the songwriters, composers and music publishers.

The Pavilion PPL PRS Ltd music licence for background music played at the pavilion eg via the television. Our licence does not cover commercial hirers or specific events such as music quizzes, film, or live music/DJ/karaoke events.

Commercial hirers must hold their own PPL licence if they use PPL controlled music and PRS licence. If you are making a commercial booking and intend to play music you are required to provide a copy of your licence to Pitstone Parish Council, if we so request.

It is up to individual hirers, including individuals and charitable groups, to ensure you have all the necessary licences and permits for your activities.

No copyright music licence is required if your only use is:

- At a private function or party if these are of a purely domestic or family nature such as wedding receptions, christening parties or domestic birthday parties when:
  - Attendance of guests is by personal invitation only (with the exception of staff or performers)
  - The function is held in a privately booked room, not at that time open to the general public
  - There is no form of charge made for admission
  - There is no financial gain to the function's organiser or host (ie the person hiring the venue)
- For sacred worship
- For wedding/civil partnership ceremonies, civil ceremonies or religious ceremonies
- For medical music therapy

## **5. Alcohol and Entertainment**

As the owner of the premises, we are required to hold a licence for the sale of alcohol. Utilising the Legislative Reform (Supervision of Alcohol Sales in Church and Village Halls) Order 2009, we have appointed the Parish Council as the responsible body instead of an individual Designated Premises Manager, as there is no paid manager with day-to-day responsibility for running these premises.

- We have a Premises Licence authorising entertainment and the sale of alcohol on site. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and Premises Licence Summary in accordance with which the hiring must be undertaken and you agree to apply with all the conditions therein.
- If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN. This requirement will apply to any event lasting past 11pm, or otherwise outside the terms of our premises licence, and may be applied to other bookings, at the discretion of the Parish Council. As with the Special Deposit, the Parish Council will base their decision having considered the risks associated with the hire. The Parish Council may apply more caution to unknown hirers or for particular types of event.

- We take your safety and our alcohol responsibilities very seriously. The Parish Council does not have to be on the premises when alcohol is sold, however we have resolved that the council requires all bookings where alcohol will be sold (whether via our Premises Licence or TEN), to have a qualified Personal Licence holder on site throughout your hire period. This is to provide the Parish Council with the necessary reassurance that alcohol sales will be carried out in accordance with all the associated legislation and requirements. You will be required to provide details of such Personal Licence holder before the council will grant permission for the sale of alcohol.
- The Parish Council will only accept bookings involving the sale of alcohol, where such a sale is ancillary to the main hire of our premises eg to provide refreshments after a football match or at a community event. We will not accept room hire bookings where the main intention would be to offer alcohol for sale, that may be interpreted as a pop-up/informal bar.
- No social club, nor bar facilities, exist at the Pavilion.
- Any hirer wishing to sell or provide alcohol at an event, must bring that alcohol to the Pavilion at the start of their hire period and **must** remove all alcohol from our premises at the end of each hire period. No authorisation will be granted for the storage of any alcohol on any part of our premises outside your hire period and storage of alcohol is not permitted within our Premise Licence.
- The hirer must ensure that all alcohol is properly stored & secured throughout their hire period and ensure that only the Personal Licence Holder, or those supervised by that person, have access to any alcohol.
- If your booking requires a TEN, it is the responsibility of the hirer to apply for and obtain this licence. Applications must be submitted to the Licensing Authority (not the Parish Council) at least 10 days before the event in order for the licensable activity to take place. Further information can be found at [www.buckinghamshire.gov.uk](http://www.buckinghamshire.gov.uk) Hirers must provide a copy of their TEN to the Parish Council at least 24 hours before their booking, or your reservation will be cancelled and your standard deposit will not be refunded.
- If your booking required a TEN, you must display a copy of the TEN prominently on the noticeboard inside the Pavilion during the event. The police and local authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.
- You must notify the Parish Council if you intend to apply to the Licensing Authority for a Temporary Event Notice (TEN) relating to our premises. There is a limit of 15 TENs granted by the Licensing Authority for any premises in any one calendar year and therefore the Parish Council must monitor the volume of applications made for our site. Please complete & return the application consent form found at Appendix 1.
- If the Parish Council is satisfied with your compliance to our requirements relating to alcohol, you will be supplied with a letter authorising the sale of alcohol in accordance with the Licensing Act 2003. No alcohol must be sold unless you have received this letter of authority from the Parish Council. Please refer to Appendix 2 for sample letter, which is not valid unless signed by the Parish Council.
- In particular, we draw your attention to the following mandatory licensing conditions within the Licensing Act:
  - A ban on irresponsible promotions
  - A ban on dispensing alcohol directly into customers' mouths
  - A mandatory provision of free tap water
  - An age verification policy (showing photograph, date of birth and holographic mark eg photo car driving license, passports or proof of age cards bearing the PASS hologram).



- A requirement for drinks to be available in smaller measures (including half pints of beer or cider, 25/35ml of spirits and 125ml glass of wine).
- Provision of alcohol free of charge

There is nothing in licensing law to prohibit a community organisation or hirer, providing alcohol free of charge at an event to people over the age of 18-years, as long as the alcohol is given away free and its value is clearly not included in any ticket price or entrance fee.

You are still required to notify the Parish Council when you request your booking, if you intend to provide alcohol free of charge.

- Alcohol in raffles and as prizes

The provision of bottles of alcohol as prizes in raffles and tombolas is exempt from the need for a licence provided:

- The lottery is promoted as an incident of an exempt entertainment defined as a bazaar, sale of work, fete, dinner, dance, sporting or athletic event.
- After deduction of expenses the whole proceeds of the entertainment are applied for the purposes other than private gain, and
- The following conditions apply:
  - The alcohol is in a sealed container
  - No prize is a money prize
  - Tickets are only issued when the entertainment takes place
  - The lottery is not the main inducement to attend

Note that these conditions prevent alcohol prizes being given at raffles for which tickets are sold in advance or where money prizes are given, unless the event at which the draw will take place is licensed for alcohol sales either by our Premises Licence or you obtain a TEN.

It is the responsibility of the hirer to ensure that your lottery or raffle complies with all the associated legal requirements.

- You may find that Pitstone Memorial Hall, which has a full licensed bar, may be more suited to your needs. This is run by a separate charity. You can find details of Pitstone Memorial Hall here: <https://www.pitstonememorialhall.co.uk/>

## 6. General Terms

- As the hirer, you agree with us to be present (or your authorised representative, if appropriate and agreed with the Parish Council) during the hiring and to comply fully with this Agreement.
- We and you hereby agree that both the Standard Conditions of Hire and all the Special Conditions of Hire, together with any additional conditions imposed under the Premises Licence, or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
- None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

- We reserve the right not to accept your booking request if the Parish Council believes that it would not be in the Pavilion's best interests. Circumstances may include an undesirable purpose of hire eg an extreme political group, or issues arising with previous bookings. If we decline your booking, there is no requirement on the Parish Council to provide any reason.
- Your reservation is not accepted and valid until you receive a confirmation email from the Parish Council.

When submitting your Hallmaster online reservation, you must tick the box to indicate that you agree to abide by this Hiring Agreement and associated Standard & Special Conditions and all ancillary and associated policies. Such agreement acts as your signature to this Agreement. Where appropriate, you must be duly authorised by your organisation to make this booking and accept these terms on their behalf.

This Hire Agreement was considered by Pitstone Parish Council Sports and Leisure Committee Meeting on

\_\_\_11/4/24\_\_\_\_\_ Min Ref \_\_SL9/24\_\_\_\_\_ where it was duly

authorised to adopt this Agreement and the associated conditions.

*R Saintey*

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Signed, Chair of the Meeting

This Agreement and Conditions will be reviewed regularly, and at least annually, with the next review falling due in March 2025.

# Standard Terms and Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

## 1. Age

You, not being a person under 18-years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard & Special Conditions under this Agreement relating to management and supervision of the premises are met.

NB: We can't enter into a legal agreement with an individual below the age of 18-years. If this applies to you, a parent/guardian over 18-years of age must enter into this agreement on your behalf and thereby accept the associated responsibilities.

## 2. Supervision and Damage

During the period of the hiring, you are responsible for:

- Supervision of the premises, the fabric and the contents;
- Care of the premises, 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 of the highway.

As directed by us, you must pay for all damage (including accidental damage) to the pitches, premises or to the fixtures, fittings or contents and for loss of contents. If you have paid a Special Deposit, your Special Deposit will be retained by the Parish Council to pay for these works. If the value of damage exceeds your Special Deposit, or you were not initially charged a Special Deposit, these costs will be invoiced by the Parish Council to the Hirer.

## 3. Use of Premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

The pavilion is a community facility and the Parish Council must ensure that users of the Pavilion do not do or allow anything to take place which might bring the premises nor the council into disrepute, damage our reputation or annoy or offend local people. So, for example, a photography class or exhibition of photographs or material which might offend public sensibilities will not be allowed and if such activity is not disclosed to the Parish Council the hiring will be cancelled.

See Standard Condition 22.

## 4. Insurance and Indemnity

- You are liable for:
  - The costs arising from any damage (including accidental and malicious damage or that caused through your negligence) done to any part of the premises including its curtilage or its contents, during your hire period. If you have invited other parties onto the site during your hire period, for example, an away football team, the responsibility still lies with you as the hirer. Therefore, the parish council will invoice the hirer and it will be up to your discretion whether you seek to re-claim these costs from the third-party. The Parish Council is not responsible for seeking costs direct from third parties.
  - The costs arising from any damage (including accidental and malicious damage or that caused through your negligence) done to our WiFi, CCTV, alarm, access control or fire monitoring systems during your hire period, and
  - All claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our IT services, and
  - All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our IT services, and
  - subject to sub-clause 4.2, you must indemnify us against such liabilities.
- We will take out adequate insurance to insure the liabilities described in sub-clauses 4.1 a and b above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1 c and d above. We will claim on our insurance for any liability you incur but you must indemnify us against:
  - Any insurance excess incurred and
  - The difference between the amount of liability and the monies we receive under the insurance policy.
- Where we do not insure the liabilities described in sub-clauses 4.1c and d above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Parish Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.
- All constituted groups/clubs hiring our premises must possess suitable Public Liability Insurance, a copy of which must be provided to the Parish Council at our request.
- No items stored at our premises can be insured by the Parish Council. Users must arrange their own insurance for any items that we agree you can store.

We are insured against any claims arising out of our own negligence.

## 5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. As hirer, you must ensure that the requirements of the relevant legislation are strictly observed. Note that this legislation also covers raffles.

## 6. Music Copyright Licensing

You must hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) for any copyright music you intend to utilise during your hire period. For avoidance of doubt, the Pavilion does not currently hold either licence, as we have not

previously had any music playing on site. When requested, you must provide copies of your licence to the Parish Council if requested.

## **7. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

## **8. Film**

- You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- You must ensure that you have the appropriate copyright licences for film.
- You must ensure that you have the appropriate PRS licence. Record companies wrap their PPL rights in with the film screening licence, but the PRS royalties are not included.
- The film must be shown between 08.00 and 23.00 hrs, and your audience must not exceed the limit for our Platinum room.
- The film must not be provided with a 'view to profit'.
- You must have our written permission for showing of film under the Deregulation Act 2015. This Agreement confers that permission.

## **9. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 & 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## **10. Public Safety Compliance**

Along with this Hire Agreement and Conditions, you have also been supplied with a copy of our Fire Risk Policy & Risk Assessment, Emergency & Evacuation Procedures and Health & Safety Policy & Risk Assessment.

The Hirer(s) is deemed under the Fire Regulatory Reform (Fire Safety) Order 2005 (as amended) and the Fire Safety (England) Regulations 2022 to be the Responsible Person during your hire period. As such you have a Duty of Care for all persons assisting and all guests on site during your hire period. You must familiarise yourself with the fire safety information, the emergency & evacuation plan, the position of extinguishers & fire exits plus the location of the first aid facilities and Fire Assembly Points. You are responsible for ensuring all your guests are fully briefed. Failure to comply could lead to prosecution.

Our noticeboard in the pavilion displays another copy of our emergency procedures, assembly points, fire & first aid equipment locations, along with a copy of this Agreement and Conditions, and a copy of our Premises Licence.

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment 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. You must also comply with our health and safety policy.

Users of the building must ensure that the rear exit is unlocked and roller shutter lifted prior to using the building, as this forms one of your emergency exits.

Please note that there is no public telephone at the Pavilion. You should therefore you have a fully charged mobile phone with you at all times so that you can summon emergency assistance if required.

You must call the Fire Service (dial 999) to alert them of any outbreak of fire, however slight, and give details to the Parish Clerk.

- You acknowledge that you have received instruction in the following matters:
  - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Pavilion.
  - The location and use of fire equipment (reminder diagram on wall of Pavilion).
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of any fire doors and of keeping fire doors closed.
  - Location of the first aid boxes.
- In advance of any activity, whether regulated entertainment or not, you must check the following items:
  - That all fire exits are unlocked.
  - That all escape routes are free of obstruction, roller shutters are lifted and doors unlocked, so that they can be safely used for public exit.
  - That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no fire-hazards on the premises.
  - That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied.

## **11. Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, comply with licensing conditions for the premises.

## **12. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that, in order to avoid disturbing neighbours of the pavilion, and avoid violent or criminal behaviour:

- No one attending the event consumes excessive amounts of alcohol
- No illegal drugs are brought onto the premises
- As some of your attendees may have arrived by car, you take every measure to ensure that no drink driving occurs when your guests depart

### 13. Food, health and hygiene

- You must, 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 must be refrigerated and stored in compliance with the Food Temperature Regulations.
- The Parish Council, is provider of a kitchen within our building, and we are registered with Buckinghamshire Council Environmental Health as such. If you are making, preparing or serving food, it is the responsibility of each separate hirer using our facilities to register as a food business with Buckinghamshire Council Environmental Health.
- Our premises are fitted with two refrigerators and both have thermometers. Our kitchen also provides an oven (fitted with thermometer), hob, extractor, dishwasher, water boiler and two kettles. It is the responsibility of the hirer to ensure that these appliances are in good working order prior to your use eg check the fridge temperature prior to use.
- Please ensure you wipe all surfaces, appliances & equipment prior to use.
- If you have used any of our kitchen equipment or appliances (eg oven/hob/fridges), you must ensure that it is wiped out and cleaned prior to your departure. If you have utilised our dishwasher, we appreciate that it may still be operating when you depart. In such circumstances, please notify the Parish Clerk. Please ensure the fridges remain switched on at the wall, but all other appliances are switched off (unless the dishwasher is still running through its cycle). It is especially important to ensure the urn is switched off to prevent it from boiling dry.
- The Parish Council will not grant permission for any perishable items such as milk or meat, to be stored at the Pavilion. Hirers must bring all perishable items to the site at the start of your hire period and remove all items at the end of your hire period. Any perishable items found to be left in the fridge etc will be immediately disposed of. As hirer, you are responsible for ensuring the proper handling and treatment of food during transit.
- If you are a regular hirer and wish to store any non-perishable items at the Pavilion such as tea/coffee, then please refer to Hiring Agreement clause 2.5.2. All non-perishable items left at the pavilion without authority, will be immediately disposed of.
- You will find small quantities of kitchen essentials (such as cleaner, washing up liquid, dishwasher tablets etc) in the kitchen cupboard. Please ensure all items are returned to this high-level cupboard when you depart so that they remain out of the reach of children.
- You will find larger quantities of cleaning materials such as floor cleaner, bleach, mops, brooms etc in either of our cleaning stores. One is located in the gents toilet (for the main building) and one is located in the corridor (for the changing village). Both stores are locked. Hirers will be provided with access to the key, so that you can clean during your hire period. Please ensure that no general access is permitted to these stores and that you do not pass this key to anyone else. Please ensure the key is returned to the key safe at the end of your hire period.
- No BBQ equipment must be utilised at the site without our express written permission and no permission will be granted for the storage of flammable BBQ fuels at our premises.
- If you do not adequately clean our premises prior to departure, the parish council will cross-charge to the hirer (or deduct from your special deposit) the cost incurred by the council to clean the premises on your behalf, with a minimum charge of £25.00 applied.
- If you employ staff during your event, to prepare or serve food and drink, or for any other purpose, you must comply with all your legal duties as an Employer.

- Please utilise plastic or paper cups and plates when providing refreshments for outdoor consumption. Glass and crockery are not permitted outside of the building, to ensure the safety of those using our pitches.

#### **14. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

The Parish Council is responsible for the regular testing of portable electrical appliances belonging to the pavilion.

#### **15. Stored equipment**

Our written permission must be obtained before any goods or equipment are left or stored at the Pavilion. See Hiring Agreement Clause 2.5.2. You should note that such items are not covered by the Parish Council insurance.

You should note that a charge will be imposed.

We accept 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 for which you have received permission) must be removed at the end of each hiring or we will charge fees each day or part of a day at the stipulated hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

#### **16. No Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises.

To comply with football league requirements, as well as the pavilion, our grounds are also a no smoking zone.

#### **17. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. The Parish Clerk will provide assistance in completing this form and can provide details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).



## 18. Explosive and flammable substances

You must ensure that:

- Highly flammable substances are not brought into or used in any part of the premises. This includes such materials as BBQ fuels.
- No internal decorations of a combustible nature (eg polystyrene or cotton wool) are erected without our consent.

## 19. Heating, lighting, ventilation and electrical equipment

- Heating
  - You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.
  - The Platinum room benefits from radiator heating. You must ensure that our heaters remain clear of obstruction and fire risk. The radiators have individual thermostats for you to control the room temperature. The duration of the heating will be set to reflect your booking period. Should your booking over-run and you need additional heating, you can add this via the control panel on the wall of the Platinum room. Press the + button repeatedly to add heating duration in 10-minute increments. Press the – button if you then depart early and can switch the heating off earlier than you anticipated.
  - The changing village is controlled via underfloor heating. Hirers will not need to adjust this as it will be set to reflect your booking period.
  - The kitchen will warm from the Platinum room but also benefits from an additional wall heater if required. Please ensure the heater is switched off prior to departure as this does not have an automatic cut out.
- Lighting
  - You must ensure that all necessary lights are switched off prior to your departure.
  - The lighting in the changing rooms, officials' rooms, corridors and toilets is motion activated. The lights will come on when you enter the room and will turn off automatically.
  - The lighting in the Platinum room is controlled via the panel inside the double doors. Lights are dimmable if you press and hold the rocker button. A brief press of the button turns the lights on/off. The lights will automatically switch off if no movement is detected after a set period.
  - The kitchen light and medical room lights are operated via standard switch. Please ensure these lights are turned off prior to departure.
  - Lighting to the covered walkway is operated via standard switch in the main corridor. Please ensure these lights are turned off prior to departure.
  - Building lighting to the frontage is motion activated, so you do not need to take any action.
  - Car park lighting will automatically illuminate during the hours of darkness, so you do not need to take any action.

- Ventilation

Please note that the ventilation system to the changing village and suite of toilets (male/female/disabled) is automatically controlled and activated when in use. Please ensure that all doors are closed prior to your departure. The ventilation system brings fresh air into the building (not recycled air).

- Electrical appliances
  - Please ensure that the two fridges remain on at the wall. All other appliances should be switched off, unless you have had to leave the dishwasher cycle running.
  - Please ensure that the urn (this is very important to prevent it boiling dry) and both kettles are switched off at the wall.
  - Please ensure that all kitchen appliances (including cooker and fridge) have been cleaned prior to your departure if they have been used.
  - Please ensure that the television is switched off and the remote control returned to the windowsill.

## **20. Animals**

You must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises.

You must not arrange for an animal related event, eg a mobile farm, to attend your event without the express written permission of the Parish Council.

Our football pitches are carefully managed and expensive to maintain. No dogs (with the exception of those specified above) are therefore permitted pitch side without our express written permission.

## **21. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at our premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the Local Authority.

## **22. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

We recommend that you contact the local Trading Standards Department for full information.

## **23. WiFi and TV services**

When using the guest WiFi service (no password/code is required) you agree at all times to be bound by the following provisions:

- Not to use the WiFi service for any of the following purposes:
  - Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - Interfering with any other persons use or enjoyment of the WiFi service; or
  - Making transmitting or storing electronic copies of material protected by copyright without permission of the owner;

- To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

Our widescreen TV is equipped to receive standard programming. It does not benefit from a satellite service/subscription etc. We do have a hospitality TV licence. The screen can also be utilised to display materials via laptop etc.

## **24. Termination of the WiFi service**

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- If you use any equipment which is defective or illegal;
- If you cause any technical or other problems to our WiFi service;
- If, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- If you resell access to our WiFi service; or
- If you use our WiFi service in contravention of the terms of these Standard Conditions.

## **25. Availability of WiFi services**

- Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of our Platinum room.
- We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **26. Privacy, Data Protection and Privacy Notice**

- When you hire our sports pitches, rooms or hold an event on any of our open spaces, the information you provide (personal information such as name, address, email address, telephone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.
- When you contact us the information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will be not shared or provided to any other third party without your consent.
- When you use our WiFi service we may also collect and store personal data through your use of our WiFi service solely for the purpose of offering the WiFi service. By using our WiFi service you agree to the terms of this clause 26 and the content of clause 23-25.
- The Councils Right to Process Information

## General Data Protection Regulations Article 6 (1) (a) (b) and (e)

- Processing is with consent of the data subject or
- Processing is necessary for compliance with a legal obligation or
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

- Information Security

Pitstone Parish Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be found on our website.

We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of your data held by Pitstone Parish Council at any time).

- Access to Information

You have the right to request access to the information we have on you. You can do this by contacting the Parish Clerk. Please be prepared to provide evidence of your proof of identity, prior to the council releasing any information.

- Information Correction

If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. You can do this by contacting the Parish Clerk. Please be prepared to provide evidence of your proof of identity, prior to the council fulfilling any request.

- Information Deletion

If you wish Pitstone Parish Council to delete the information about you please contact the Parish Clerk. Please be prepared to provide evidence of your proof of identity, prior to the council fulfilling any request.

- Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object by contacting the Parish Clerk. Please be prepared to provide evidence of your proof of identity, prior to the council fulfilling any request.

- Rights Related to Automated Decision Making and Profiling

Pitstone Parish Council does not use any form of automated decision making or the profiling of individual personal data.

- Conclusion

In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policies to keep it up to date in protecting your data. (You can request a copy of our policies at any time or find them on our website).

- Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to the Parish Council Clerk: (Laurie Eagling, [parishclerk@pitstone.co.uk](mailto:parishclerk@pitstone.co.uk), 01296767261) and the Information Commissioners Office [casework@ico.org.uk](mailto:casework@ico.org.uk) Tel: 0303 123 1113.

## 27. Car and Bicycle Parking

- Our car park provides 42 spaces for cars (including 3 disabled bays) and 8 hoops for bicycles. Please ensure your guests, especially young children, take particular care in the car parking areas.
- No vehicle may be taken pitch side without the express written permission of the parish council.
- The emergency access gates must be kept clear at all times throughout your hire period.
- The pavilion is accessible from the foot/cycle path along Marsworth Road and the foot/cycle path along Westfield Road. Please encourage your guests to use sustainable means of travel where possible.

## 28. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- Our reasonably considering that:
  - Such a hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - Unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The premises becoming unfit for your intended use;
- An emergency requiring 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## 29. End of Hire

- You are 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.
- All hire keys and any fobs must be returned to the appropriate key safes. You are not permitted to remove any keys from site, nor take any copies. All key safes must be locked prior to departure.
- The intruder alarm must be set.
- You are responsible for sweeping and mopping all floors utilised, including the changing village if you have hired this before departure. You must also clean all surfaces & equipment.

- You are responsible for removing all rubbish and recycling and placing this in the outside wheelie bins prior to departure.
- If you have utilised the cooker/hob/fridge/extractor fan these must be wiped clean prior to your departure.
- Please also refer to the Special Conditions arising as a result of Covid-19 re further cleaning requirements.
- Failure to comply with these requirements will result in an additional minimum charge of £25.

### **30. No alterations**

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of our premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

All items, for which you do not have our written approval to leave on the premises, must be removed at the end of each hire period otherwise we may make an additional charge (to such level as required to cover council costs, with a minimum charge of £25) to cover removal and/or disposal.

Hirers should note that nothing may be affixed to the outside of the cladding, so no permissions will be granted in this respect. Any hirer who damages the cladding by affixing items without permission may be charged the full cost of procuring and installing replacement panels.

No permission will be granted for any hire keys or fobs to be removed from the premises, nor for hirers to make any copies of such keys/fobs.

### **31. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

### **32. Subsequent Bookings**

The council reserves the right not to accept subsequent bookings from any hirer who has been found to breach these conditions or where previous bookings by any individual have given rise to complaints to the council.

# Special Conditions of Hire relating to our Football Pitches and Changing Village

If you are in any doubt as to the meaning of any of these Special Conditions, you must seek clarification from us without delay.

## 1. Pitch composition and care

- Our football pitches at the pavilion site have underground drainage and special sports mix ground composition. This provides a superior playing surface and ensures good drainage. However, it does require a significant amount of maintenance and means it is prone to grass erosion.
- The football pitch at the recreation ground has no underground drainage system.
- Real grass pitches can only tolerate a set amount of gameplay per season and the Parish Council must therefore ensure that the grounds are protected from over-use so that the regular club hirers can fulfil the requirements of their respective leagues.
- The Parish Council maintains our pitches to the Football Association 'Good' standard.
- Goal areas and centre circles attract the most wear-and-tear. No training is permitted in any of these areas, at either site. Please ensure portable goals are relocated to a less vulnerable location prior to practicing any goalkeeping/striking.
- The Parish Council does not provide footballs.
- The Council reserves the right to call off matches at any time but will endeavour to give reasonable notice if possible.
- The Hirer should not use our pitches if it is waterlogged or covered in snow/frost/ice – in these circumstances a full refund will be provided.

## 2. Senior football pitch capacity

- The Parish Council will only accept bookings for a maximum of four teams per season on the senior football pitch at the pavilion.
- The Parish Council will only accept bookings for a maximum of two matches per day on the senior football pitch at the pavilion.
- No training can take place on the senior football pitch at the pavilion and should be limited on the pitch at the recreation ground. Please make use of off pitch areas for training.

## 3. General hire of our indoor space does not include use of our pitches

- For the avoidance of doubt, hire of our indoor space eg the Platinum room, does not include use of the football pitches.
- If you wish to utilise off-pitch outdoor space at the pavilion during your hire period, you must notify the Parish Clerk at the time of your booking. Additional charges may apply.
- If you wish to utilise our football pitches (for example a football related children's birthday party), you must make this clear at the time of your booking, so that we can monitor overall pitch use. Additional charges will apply.

## 4. First aid and fire safety

- All regular hiring football clubs are required to have a qualified first aider on site throughout each hire period. By making this booking, you are confirming that your first aider will be on site.

- All regular hiring football clubs are required to practice fire evacuation at the commencement of each season when the composition of club players is most likely to change, and at regular points throughout the season. By making this booking, you are confirming that this is taking place.
- All regular & commercial hirers are advised to practice fire evacuation at least once per annum, or with any new intake of attendees/participants.
- All hirers are required to familiarise themselves with the location and operation of fire-fighting equipment (see main Terms and Conditions).
- It is the responsibility of the hiring club to ensure that all guests and visiting clubs are fully briefed in emergency and evacuation procedures.

## 5. Insurance

All football clubs are required to arrange Public Liability Insurance cover for their team (minimum level £5 million). Proof of this cover must be provided at the start of each season. The Council has the right to terminate this agreement if insurance cover is not obtained.

## 6. Floodlights

Please note that our planning conditions dictate that the pitch floodlights at the pavilion may only be utilised between the following hours:

- Monday, Wednesday, Thursday and Friday – 4pm to 9.45pm.
- Tuesday – 4pm to 10.30pm.
- Saturday – 2pm to 6pm.
- Sunday – no permitted use.

No bookings can be accepted outside of these hours.

## 7. Goals and Dug Outs

- All goals being utilised during your hire period, whether socketed or portable, regardless of site, must be fully checked prior to every use to ensure safety. Moving and relocating the goals causes damage over time, so it is important to check the goals prior to every use. Any remedial works required must be reported to the parish council immediately via [parishclerk@pitstone.co.uk](mailto:parishclerk@pitstone.co.uk) so that the necessary corrective measures can be initiated.
- Portable goals must be stored at the appropriate end of the pitch and padlocked together to prevent unauthorised use. This reduces the distance that the goals need to be moved and helps to reduce damage.
- Any dug outs being utilised during your hire period at the pavilion must be fully checked prior to every use to ensure safety. Any remedial works required must be reported to the parish council immediately via [parishclerk@pitstone.co.uk](mailto:parishclerk@pitstone.co.uk) so that the necessary corrective measures can be initiated.

## 8. Boot scrape and outside tap

It is the hirers responsibility to ensure that both home and away teams utilise the boot scrape area and outside tap for the cleaning of football boots. Boots must not be cleaned inside the changing village as the clumps of mud will block the gully and drain.

## 9. End of hire period

In addition to the Standard Conditions relating to cleaning and departing the Pavilion, hirers of our football pitches are also required to:



- Check the pitch and surrounding area for any items discarded by players or spectators eg sock tape, cans, bottles, paper plates and dispose of refuse and recycling in the wheelie bins in the front car park. Items left on the pitch pose a hazard to subsequent users and damage our ground-keeping equipment.
- Remember to empty any external bins/bags and dispose of rubbish and recycling in the wheelie bins in the front car park.

## **Special Conditions of Hire arising as a result of Covid-19**

During periods where this is applicable, please see separate document.

# Appendix 1

## Application for consent for a Temporary Event Notice

I hereby apply to Pitstone Parish Council for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at Pitstone Pavilion on the following date(s), during the following hours and in the following location(s):

Date(s) \_\_\_\_\_

Time \_\_\_\_\_

Description of Event \_\_\_\_\_

Licensable activities \_\_\_\_\_

Location \_\_\_\_\_

(Platinum room, kitchen, grounds)

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder.

I hereby undertake to comply with all the conditions and terms defined within the Pitstone Pavilion Hiring Agreement and Standard Conditions and to indemnify the management committee for any obligations thereunder.

I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named in Clause 2.3 of the Hiring Agreement (duly authorised on behalf of the organisation named if applicable):

Name \_\_\_\_\_

Signature \_\_\_\_\_

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named in Clause 2.2 of the Hiring Agreement, duly authorised, on behalf of Pitstone Parish Council:

Name \_\_\_\_\_

Signature \_\_\_\_\_

## Appendix 2

### Sample letter authorising sale of alcohol in accordance with the Licensing Act 2003

Dear \_\_\_\_\_

The Licensing Act 2003

This letter gives you our authorisation to sell alcohol at the following function(s) at Pitstone Pavilion.

Date(s) \_\_\_\_\_

Description of Event \_\_\_\_\_

Times \_\_\_\_\_

The following responsibilities apply to all those selling alcohol:

- Awareness of the Licensing Act 2003 (mandatory licensing conditions) Order 2010
- No alcohol is to be sold or delivered to anyone under 18-years of age (a PASS proof of age card, photo driving licence or passport can be accepted as proof of age. A soft or non-alcoholic drink may be provided, not a low alcohol drink. An adult may purchase wine, beer or cider for someone aged 16-years or over only for drinking with a table meal taken with an adult.)
- No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk (slurred speech, clumsy movement and loud or aggressive behaviour are signs of drunkenness).
- No alcohol is to be sold after the following time: 23.00pm.
- Drunk and disorderly behaviour must not be permitted. (If someone refuses to leave when asked politely to do so warn them that they are committing a criminal offence. If they still refuse to leave call the police for assistance, do not attempt to remove them, for safety reasons.)
- Smuggled goods must not be sold or kept on the premises.
- Every sale of alcohol by a person aged under 18-years must be specifically approved by the following adult(s) who the Parish Council is satisfied is suitable qualified to monitor and approve these sales \_\_\_\_\_
- If you suspect that anyone is taking or supplying drugs inform the police.

The Parish Council requires you to have a Personal Licence holder on site throughout your hire period. You have agreed to this Condition and the name(s) of the Personal Licence holder(s) are \_\_\_\_\_

These responsibilities apply where sale is carried out under the authority of a Temporary Event Notice, as well as sales under a Premises Licence.

Note that the maximum penalty for breaking the law in these respects is a fine of £20,000 or 6-months in jail. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk are also guilty of an offence.

Please contact in case of questions or problems:

Pitstone Parish Council, 9 Warwick Road, Pitstone, Beds, LU7 9FE. Telephone: 01296 767261.  
Email: [parishclerk@pitstone.co.uk](mailto:parishclerk@pitstone.co.uk).

Or in the event of an event operating under a TEN:

---

I hereby agree to comply with these requirements for the sale of alcohol.

Signed by the person named in Clause 2.3 of the Hiring Agreement (duly authorised on behalf of the organisation named if applicable):

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signed by the person named in Clause 2.2 of the Hiring Agreement, duly authorised, on behalf of Pitstone Parish Council:

Name \_\_\_\_\_

Signature \_\_\_\_\_

### Appendix 3

## Application to store equipment/items at the Pavilion or to make amendments to the Pavilion

I/We \_\_\_\_\_

hereby apply to Pitstone Parish Council for consent to **store** the following items at Pitstone Pavilion:

Description of item(s) \_\_\_\_\_

Description of desired location \_\_\_\_\_

Size of item(s)/space required \_\_\_\_\_

Type of storage required (eg shelving) \_\_\_\_\_

We strongly recommend that you obtain permission PRIOR to purchasing any item, as authority is not guaranteed. Please provide illustrations eg catalogue pages and full descriptions.

If you already own these items, please provide a photograph or bring the item for the parish council to view. Please be aware that the parish council may need to take other associated matters into consideration eg whether items have the required fire-retardant rating, when your considering your application. Please also refer to the Terms and Conditions relating to items that the council will not grant permission for.

I/We \_\_\_\_\_

hereby apply to Pitstone Parish Council for consent to make the following **amendments** at Pitstone Pavilion (eg put up photographs):

Description of item(s) \_\_\_\_\_

Description of desired location \_\_\_\_\_

Size of item(s)/space required \_\_\_\_\_

If you already own these items, please provide a photograph or bring the item for the parish council to view. Please be aware that the parish council may need to take other associated matters into consideration. Please also refer to the Terms and Conditions relating to items that the council will not grant permission for.

The parish council may impose terms and requirements if they choose to grant permission for any amendment or storage. Fees may also apply. Please refer to your letter of authorisation for full details.

## Appendix 4

### Sample letter authorising equipment to be stored at the Pavilion

Dear \_\_\_\_\_

This letter gives you our authorisation to store the following and/or make the following amendments at Pitstone Pavilion. No items may be stored on our premises without our consent. No alterations may be made to the Pavilion without our consent. Please refer to our Terms and Conditions for full details.

You have been granted permission to store the following items at the Pavilion:

Item	Approved Location	Fee

No other items may be left at the pavilion at the end of your hire period.

You have been granted permission to make the following alteration at the Pavilion:

Description	Approved Location	Fee

No other alterations may be made to the pavilion.

You acknowledge that items left at the Pavilion are not covered by our insurance, and you must make your own suitable arrangements. You acknowledge that the above items are not owned by the Parish Council and therefore we accept no liability for them or their use - you must ensure that you maintain your equipment. You acknowledge that most storage areas provided by the parish council will be accessed by numerous hirers and therefore you accept any associated risks. You agree to ensure that all storage provided by the parish council is maintained in a clean and tidy manner.

The parish council reserves the right to withdraw permission for any of the above storage/alterations should the hirer fail to comply with the above requirement, pay any associated fees, or fall behind with any hire payments due to the parish council. You agree to remove any items if instructed to do so by the parish council. Should the hirer not remove their property when instructed, the parish council may charge a fee (or deduct from your special deposit) to cover the cost of removal & disposal.

Signed by the person named in Clause 2.3 of the Hiring Agreement (duly authorised on behalf of the organisation named if applicable):

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signed by the person named in Clause 2.2 of the Hiring Agreement, duly authorised, on behalf of  
Pitstone Parish Council:

Name \_\_\_\_\_

Signature \_\_\_\_\_



## **Appendix 5**

### **Information Sheet for Hirers**

See separate document.