

JACK SILLEY PAVILION Conditions of Hire



EPPING TOWN COUNCIL
Epping Hall, St John's Road
Epping, Essex CM16 5JU

- Applications 1 All applications for the hire of the hall must be made in writing on the form obtainable from the Council and must state the precise nature of the booking. The Council reserves the right to refuse any application for use of the premises or to cancel the letting for any reason whatsoever. The person signing the booking form shall be deemed to be the Hirer and throughout these Conditions of Hire is referred to as "the Hirer" and shall be deemed to have accepted and agreed to be bound by these Conditions. Applications by persons under the age of 18 years must be guaranteed by their parent/guardian.
- Bookings 2 All applications for the use of the premises shall be made upon an application form which shall be returned to the Town Council offices with a deposit of £30.
- Until this form has been received and a deposit paid, no engagement will be booked. The balance of the charge shall be paid at least 1 MONTH before the date of the function. If not so paid, the Council reserves the right to cancel the booking and to re-let the premises and the deposit paid shall be forfeit.
- Cancellations and amendments 3 If less than one month's notice is given, the Hirer shall be liable for the whole of the outstanding balance save where the hall is re-let, in which event the Council shall refund any monies paid in excess of the booking deposit. No alterations to hire arrangements already made will be accepted unless confirmed in writing to the Town Clerk. An amendment fee of £15 will be charged for any alteration made to a booking after it has been confirmed. The Council may in exceptional circumstances, and at their sole discretion, waive or modify this regulation.
- Payment methods 4 Subject to the provisions contained in Clause 5 below the charge for lettings shall be in accordance with the scale of fees in force at the time that the letting is accepted. Applications must be accompanied by a non-returnable deposit of £30.
- Increase in charges 5 The Council reserves the right at any time, without notice, to amend the charges in respect of the hiring and in the event of the Council so doing the Hirer will be responsible for paying the increased charge. Charges are reviewed annually and are effective from 1 April each year.
- Damage 6
- All lettings are subject to the following additional conditions:
 - No notices or posters are to be attached to the walls or doors;
 - No bolts, screws, tacks or nails shall be driven into any part of the premises;
 - No wax, powder or other substance shall be placed upon the floor without the sanction of the caretaker or other person authorised by the Council;
 - The caretaker may refuse to allow any article or appliance to be brought into the building which he/she may consider to be dangerous or offensive.
 - The Hirer agrees to cover the cost of making good any damages caused to the building, goods, chattels, apparatus or appliance, either of the Council or any other person or persons during the period of the hire arising in connection with the letting and shall be responsible for any loss during or as a consequence of such letting.
 - For all bookings the Hirer shall deposit with the Council the sum of £100.00, prior to any letting. This sum shall be repaid in full after the letting if no damage has been caused and all other conditions have been complied with. Should the amount of the deposit be insufficient to meet the assessment of any damage, the excess shall be recoverable as a civil debt from the person making the deposit. This Council reserves the right not to apply the condition if it so desires.
- Noise nuisance 7 The Hirer shall ensure that music provided at the premises shall not cause a nuisance or annoyance to local residents and that any form of amplification shall be so controlled by the Hirer to prevent such noise.
- No Smoking 8 In accordance with Government Legislation, it is against the law to smoke in any part of the building. Anyone who does not comply with the smokefree law will be committing a criminal offence and could face a fine of up to £200 for smoking in a smokefree place.
- Performing rights 9 The Hirer shall not infringe any subsisting copyright or performing right and indemnifies the Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
- Sale of intoxicating liquors 10 The use of the bar will be permitted only upon condition that no persons will be admitted to the Hall after 10.15 p.m.

Where the use of the bar is permitted the Hirer shall be responsible for obtaining a Temporary Event Notice. Please contact the Licensing Department at Epping Forest District Council for an application form in good time before the event if it is intended to sell intoxicating liquor.

Conduct	11	The Hirer shall provide a sufficient number of responsible persons to secure the good conduct and behavior of persons using the premises. No persons under the influence of alcohol shall be admitted.
Alterations or additions to fixtures/ fittings	12	No alterations or additions shall be made to the lighting, heating fittings, fixtures or other arrangements of the hall except with the consent of the Council.
Doors	13	Except for entry and exit the main doors and fire doors must be left closed at all times.
Closing hours	14	a) All functions held in the Pavilion shall terminate and the hall be cleared not later than 12 midnight. b) The hirer <u>must</u> ensure that the premises are cleared and <u>ready for closure by the end of the session booked</u> . Failure to do this will result in action being taken against the hirer for breach of contract. (See Clause 6(c)). c) In order that the Pavilion is ready for closure by the time booked, the bar must be closed and all music shall cease at least 30 minutes before this time.
Breach of regulations	15	If the Hirer should commit any breach of, refuse or fail to comply with any of these regulations, the Council shall have the right to cancel the letting without relieving the hire of his/her obligation under this contract or agreement with the Council and any fees paid to the Council in respect of the letting shall be forfeit. The Council will have regard to any breach of conditions in the event that the Hirer makes a further application for letting.
Indemnity against accidents, claims etc.	16	The Hirer shall indemnify the Council from and against: a) all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the Council arising from or in consequence of the non-observance or non-performance of any of these Conditions and Regulations or any act, neglect, default or omission of the Hirer, his agents or servants. b) all claims, demands, actions or proceedings in respect of the death of or injury to any person howsoever and by whomsoever caused which shall occur or arise from any accident or occurrence which shall happen while such person is in or upon any part of the premises or property of the Council during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
Right to amend or vary conditions of hire.	17	The Council may vary or amend the foregoing terms and conditions as it may be deemed advisable and applications not considered by it to come within the normal scale of charges will be subject to such special charges as are deemed necessary in each case.
Liability to hirer	18	In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired as a result of circumstances beyond its control, the Council shall not be liable to the hirer for any resulting loss or damage whatsoever.

TOWN CLERK