

Terms and Conditions for the Hire of the Newton Poppleford Pavilion

The Newton Poppleford Playing Field Foundation will be referred to as 'NPPFF'. The Newton Poppleford Pavilion will be referred to as 'The Pavilion'.

1. **Booking.** All applications for the hire of the Pavilion must be sent by email to the person indicated on the booking form. The person requesting to hire the Pavilion shall be considered the Hirer, unless otherwise informed. Where an organisation is named, the person emailing confirms that they do so with full authority of the organisation. The Hirer must be over 21 years of age.
2. **Deposit.** A deposit **may** be requested to secure the hire of the Pavilion. Any deposit required must be paid at the time of application and no engagement will be booked until this has been received. The booking deposit is refundable subject to satisfactory post-event inspection of the building by Pavilion management.
3. **Safety.** The Hirer should be aware of the Fire Safety Floor Plan of Pavilion, which is on display. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits etc. Please observe safety notices regarding the stacking of chairs and tables. **Any accident must be recorded in the Pavilion Accident Book** to be found in the kitchen.
4. **Hire Charges.** The hiring charges shall be those set out on the Booking Form. The hire charges will be invoiced by email to the Hirer following receipt of the completed Booking Form and must be paid 14 days prior to the date of hire. If payment is not received by the due date the NPPFF reserves the right to cancel the booking and re-hire the facility.
5. **Cancellation.** In the event of cancellation less than 7 days before the engagement, an administration charge of £15 may be due. This may be taken from the deposit if it has been requested.
6. **Right of refusal.** The Pavilion may refuse any application for the hire of the building without stating a reason. Newton Poppleford and Harpford Parish organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Secretary shall refer the case to the Trustee Board of Management whose decision shall be final.
7. **Alcohol.** Alcoholic drinks may be served free, but **NO sale** of alcoholic drinks may be undertaken unless prior permission is sought from the NPPFF and an official EDDC Temporary Event Licence for the building shall be in force, such Licence to be displayed on the premises during the event.

No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of the NPPFF.

8. **Public Entertainments, Music & Dancing.** All the conditions attached to the Music and Dancing Licence for the building shall be duly observed. A copy of such Licence may be seen on application to the Pavilion and the Hirer shall be deemed to have had notice of all such conditions.
9. **Other Licences, Theatre & Performing Rights Society.** The Pavilion's Licence does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be exhibited to the Pavilion.
10. **Occupation and use.** **The hire of the building is for the specific agreed times shown on the booking form. It does not entitle the Hirer to use or enter the premises at any other time.** The building shall only be used for lawful activities. The Pavilion does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.
11. **Sub-let.** The Hirer shall **not** sublet the building or any part of it.
12. **Advertising.** All advertising of events should conform to the conditions of hire.
13. **Breakages and Damage.** The Hirer is responsible for all damages to the building, equipment, furniture and property in the building & grounds occurring during the period of hire or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.
14. **Culpability.** Except for wilful negligence on the part of the NPPFF, the NPPFF shall not be responsible for any loss of, or damage to, the Hirers or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the NPPFF against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
15. **Entry.** The right of entry to the building is reserved to NPPFF and any other agent of NPPFF and any police officer at any time during the hiring.
16. **Conduct and Good Order.** The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
17. **Cessation of activity.** NPPFF or any Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.

18. **Condition on vacation.** On vacation of the building, the Hirer shall leave the building in a clean and orderly state and all empty bottles, cans, paper, food debris and any other waste matter must be cleared from the building and suitably disposed of in the recycling and bins provided. The hall and cloakrooms must be left in a clean condition. Hirers are specifically requested to ensure that toilet facilities are checked prior to departure.
19. **No additions to the building.** No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.
20. **Animals.** Dogs will be allowed into the Hall at the discretion of the NPPFF.
21. **Property** of the Hirer and the Hirer's agent must be removed from the building within 30 minutes after the expiration of the hiring or fees will be charged for each hour until the same is removed. NPPFF accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.
22. **Signage.** The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of NPPFF or Committee Member it shall be unseemly or expose the building to an undue risk of fire or in the opinion of NPPFF or its agent is likely to lead to disturbance or a breach of the peace.
23. **Fire Exits.** No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.
24. **Lighting.** No additional lights or extensions from the existing electric light fittings shall be used without the previous consent of NPPFF.
25. **Capacities.** The maximum number of persons allowed in the building at any one time is 80 seated and 150 standing only.
26. **Smoking.** Smoking is NOT permitted in any part of the building at any time.
27. **Keys.** The entrance Key must be returned to keybox at the entrance at the end of the hire period and the numbers tumbled so as not to leave it set at the entry code.