



BRENCHLEY AND MATFIELD PARISH COUNCIL
Matfield Pavilion, The Green, Matfield, Kent, TN12 7JU
Tel: 01892 723586 www.brenchleyandmatfield.co.uk

MATFIELD PAVILION: HIRE AGREEMENT

Preamble

1. Matfield Pavilion belongs to Brenchley and Matfield Parish Council ("The Council") and is used primarily as the Council's business premises. Hirers are not permitted access to the Council's locked cupboard.
2. Parish Council Meetings take precedence and the premises are not intended to provide a profit nor compete with other local venues.
3. The Council reserves the right, at their discretion, to cancel any bookings, be they those of licence holders, regular users or one-off events, should local or national events necessitate this action. In this event a full refund of any booking fees or deposit will be made. Every effort will be made to provide as much notice as possible in this eventuality; however, no compensation will be offered.
4. The Hire Agreement for the Pavilion does not include rights to the use of Matfield Green which must be sought separately.
5. All users of the Pavilion must observe the terms and conditions set out in this document. The Council will retain the right to withhold permission for repeat lettings if it has evidence to show that there has been serious contravention of the terms and conditions of use herein.

Letting arrangements and fees

6. Hire-charges are those that are in force when the event takes place. Currently they are £15 per hour for the first hour and £10 per hour for each subsequent hour or any part thereof.
7. All charges must be paid before the letting takes place; however, in the event of a cancellation the charges will be refunded in full if notification is received at least twenty-four hours in advance of the letting.
8. All lettings must conclude no later than 22:00 except by prior arrangement with the Council via the Clerk. Each application for an extension will be assessed on its merits, taking into account the amenity of residents in close vicinity to the Pavilion.
9. Specific conditions may apply to particular lettings, including a requirement for a deposit to cover the cost of equipment damaged or removed without consent or for any cleaning that may be required. It will be at the absolute discretion of the Council whether a deposit is required.
10. Hirers will be liable for all damage caused during the period of the letting to the fabric of the building and its fittings, including the flagpole.
11. Payment should be made by BACS to the business account of **Brenchley Parish Council to: Unity Trust Bank: Sort code 60-83-01, Account no 20353630**. The reference should be the name/organization of the Hirer. A cheque made payable to Brenchley Parish Council may also be used in payment and will be required as cleared funds not less than 5 working days before the event.
12. Entry to the building will be by the keys kept in the key-box affixed to the pillar to the right of the main doors of the building. The code for this box will be conveyed to the Hirer at least two days ahead of the booking. This code is regularly changed to maintain security. The keys must be returned to the box at the end of the booking; a charge will be made if they are lost or damaged.

Equipment and facilities available at the building

13. The Pavilion is equipped with the following resources which are itemised on an inventory.

- a. A fully-fitted kitchen, comprising a double-oven, a hob, a fridge, a microwave, two urns, and a kettle. Where required, electrical items are PAT tested annually.
 - b. Assorted crockery, cutlery and glassware; water-jugs; and cruet sets.
 - c. Six trestle tables and forty-seven chairs.
 - d. Two vacuum-cleaners, dust-pans and brushes; domestic cleaning equipment in the kitchen.
 - e. Two changing-rooms, with showers, two toilets and one disabled toilet.
14. There is a First Aid Kit in the kitchen together with a log for recording incidents. In the event of accidents, details of the incident must be completed and specifically advised to the Clerk as soon as possible after the event.
 15. The Council employs a cleaner for regular upkeep of the premises and toilet paper, handwash and washing up liquid are provided. A wall-mounted hand-sanitiser is provided in the main hall.
 16. A water test is undertaken by the Council. All water is provided direct from the mains and therefore there are no water tanks so no Legionella testing is undertaken. Water heaters are provided in the kitchen and two changing rooms and disabled toilets. All users should be aware that the water from these taps is very hot.
 17. The main hall in the building is heated. The six convectors enable the area to be quickly made comfortable; however, Hirers should consider factoring-in heating-up time into their period of use – twenty to thirty minutes on the coldest days. The heaters must be turned off at the end of the booking unless otherwise agreed with the Council beforehand.
 18. WIFI is provided, the password for which is displayed on the noticeboard. In the event of failure of the Broadband connection, Hirers must not tamper with the hub or connections.

General house-rules

19. The building must not be used in such a way as to cause nuisance to local residents or other users of The Green.
20. When the building is occupied, all three doors at the front (the two main doors and the two side doors accessible from the internal foyers must be unlocked – this is a requirement of the fire regulations.
21. Only in an emergency (actual or perceived) should the equipment in the plant-room (electricity cupboard) be adjusted or turned-off. Where this is necessary, the principal key-holders must immediately be notified.
22. It is illegal to smoke anywhere on the premises. The use of e-cigarettes is also not allowed.
23. Illegal drugs must not be brought into, nor consumed within, the building. The Council will report to the police any obvious or suspected contravention of this rule.
24. The sale of alcohol on the premises will only be allowed when the appropriate licences have been obtained from Tunbridge Wells Borough Council proof of which must be provided to the Council in advance of the booking. However, alcohol for private and personal consumption will be allowed, on condition that it does not lead to anti-social behaviour.
25. The playing of live or recorded music is allowed, provided it is not a nuisance to properties close to the building, and does not interfere with the amenity of people using the Green. Specific additional conditions may apply for particular bookings at the Council's discretion
26. All areas of the building must be left in a clean, tidy and safe condition. Refuse must be taken away. Additionally, food refuse must not be placed in the litter-bins around the Green, to avoid encouraging the attention of wildlife.
27. Care must be taken in the use of any electrical equipment, whether provided or brought on to the premises. In particular, children must not be allowed to touch such equipment. Hirers are responsible for PAT testing any equipment brought onto the premises and documentary proof may be requested in advance of any booking.
28. The lights and the heating, must be turned off before the building is locked. However, the switch to the external lights, clearly marked O/S, must always be left on as those lights are controlled by a motion-sensor.
29. The pin-boards must be used for all notices and related material. Posters, notices and material for display must not be placed on the bare walls, on the doors, on the woodwork, or on the windows. This also applies to decoration such as balloons and tinsel. Public notices must not be interfered-with or removed.

30. No notices, posters, banners, etc. are to be placed on the exterior of the building without prior permission from the Council.
31. Care must be taken to ensure that no one has unauthorised access to the external connections for water and electricity.
32. Vehicles parked anywhere on the plot of land on which the building stands are subject to the same conditions as those parked directly on the verges of Green. The Council will not accept responsibility for damage or theft – either from the vehicle or of the vehicle itself. Care must be taken not to block access to Summerford Lane (which is private property) or any other property around The Green. Entrance to the Lane is on either side of the triangle of land to the west of the building and no cars may be parked on or past this triangle.
33. Additional clauses in the event of specific public health conditions imposed by HM Government will be provided to Hirers as soon as practicable and must be adhered to if the event goes ahead.

Health and Safety Requirements

34. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Council will not accept any responsibility where the Hirer fails to comply with the law.
35. In the event of an insurance claim being made under the Council's policy for loss, damage or liability then the Hirer shall pay the excess charge.
36. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.
37. The Hirer will ensure that a fully charged mobile phone is available on the premises for emergency use. The What Three Words location is cookie.dashes.collects.
38. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
39. Highly flammable substances shall not be brought into or used in any portion of the premises.
40. Lamps shall not be installed or used on the premises without the prior approval of the Council. Candles or other naked flames are prohibited as are fireworks of any sort.
41. No internal decorations of a highly combustible nature (eg polystyrene, cotton wool) shall be erected.
42. The Hirer acknowledges that she/he has received information, and would act accordingly with, the following points:
 - a) The action to be taken in event of fire. This includes calling the fire brigade and evacuating the hall.
 - b) The location and type of fire equipment.
 - c) Escape routes and the need to keep them clear.
 - d) Method of operation of escape door fastenings.
 - e) The importance of any fire doors and of closing all fire doors at the time of a fire.
 - f) The necessity for there to be no obvious fire hazards on the premises.
 - g) The necessity to pay particular attention to the needs of the very young and of disabled people in an emergency.

Key-holders in the event of emergency

Lynne Butler – Chair of the Parish Council: 01892 832579
Jonathan Buttery – Deputy Chair of the Parish Council: 07976 739270
Panetta Horn – RFO to the Parish Council: 01892 722384
Chantal Brooks - Clerk to the Parish Council: 01892 723586

Signature of Hirer

Print Name

Date and Time of Event

Description of Event

Contact phone number

Date