

# Nevill Pavilion Hire

## Nevill Pavilion Hire Form

Address: Nevill Cricket Ground, Nevill Gate, Warwick Park, Tunbridge Wells, Kent TN2 5ES  
Contact Telephone Number: 01892 554 031

Hire Time	Hire Charge - price inclusive of VAT
1 Hour	£27.60
2 Hours	£55.20
3 Hours	£82.80
4 Hours	£84.00
All Day – 8 Hours	£168.00

Please note that times of hire must include time to prepare and clear rooms and that an additional charge will be incurred if the times are exceeded. Minimum hire period is one hour. Full payment should be made at the time of booking by calling the number above, unless otherwise agreed. A receipt will be emailed to you from our automated payment system.

### Nevill Pavilion hire application form

Date of hire	
Purpose of hire	
Start time of hire	
Finish time of hire	
Society/Company Name	
Purchase Order Number - if required for invoicing	
Name	
Address line 1	
Address line 2	
Postcode	
Town	
Telephone number	
Email	
Date	
Signature	

By signing I/We agree to observe and be bound by the Conditions of Hire and the Pavilion Fire Safety Emergency Plan, copies of which I/We have received and read.

# Nevill Pavilion – Conditions of Hire

## 1. Definitions

In this document the following expressions will have the following meanings:

- 1.1 The 'Council' will mean Tunbridge Wells Borough Council.
- 1.2 The 'Parks Team' will mean the person(s) employed by the Council to manage the hire of the Pavilion.
- 1.3 The 'Pavilion' will mean the Nevill Pavilion at Nevill Cricket Ground, Nevill Gate, Warwick Park, Tunbridge Wells, Kent TN2 5ES.
- 1.4 The 'Grounds' will mean the Nevill Cricket Ground.
- 1.5 The 'Hirer' will mean the person(s) making the application for hire of the Pavilion or the Company or other body on whose behalf the application is made.
- 1.6 The 'Hire Charge' will mean the fee the Council will charge.
- 1.7 The 'Hire Period' will be for the dates and times stated on the application form only.

## 2. Procedure of Hire

- 2.1 All applicants for hire of the Pavilion should be made in writing on the attached form and returned to the Parks Team, Town Hall, Tunbridge Wells, Kent TN1 1RS or emailed to parks@tunbridgewells.gov.uk. If an application to hire the Pavilion is made on behalf of a group either incorporated or not the form will need to be signed by two officers of the group.
- 2.2 The Hire Charge is to be paid at the time of booking (unless otherwise agreed); otherwise the booking remains provisional until the hire charge has been paid in full.
- 2.3 If, for any reason, the Hirer cancels the hire of the Pavilion more than four weeks before the Hire period he/she will be refunded the full Hire Charge. If the Hirer cancels the hire of the Pavilion between one and four weeks of the Hire Period the Hirer will be refunded half of the Hire Charge. If the Hirer cancels hire of the Pavilion within seven days of the hire period the Hirer will be liable for the full Hire charge.
- 2.4 If the Hirer wishes to cancel or alter any booking this will need to be made in writing to Parks Team, Town Hall, Tunbridge Wells, Kent TN1 1RS or may email to parks@tunbridgewells.gov.uk. Any change or cancellation will only be effective from the date that this notification is received.
- 2.5 If the Hirer fails to comply with any of the conditions set out in these Conditions of Hire then the Council has the right to cancel the hire of the Pavilion.
- 2.6 In case of unforeseen circumstances the Council has the right to cancel the hire of the Pavilion by any Hirer, at any time by giving written notice to the Hirer. In this instance, the Council will repay to the Hirer the Hire Charge but will not be liable for any other losses suffered by the Hirer as a result of the cancellation.

### 3. Use of the Pavilion

- 3.1 The Pavilion will not be used during the Hire Period for any purpose other than that specified in the application for hire.
- 3.2 The Pavilion will not be used by anyone other than the Hirer, without the prior written consent of the Council.
- 3.3 The Hirer will be liable for any expenses incurred by the Council during the Hire Period either on behalf of, or at the request of, the Hirer, and should allow adequate time in the booking to leave the room in a clean and tidy state. All rubbish must be removed from the site and disposed of by the Hirer. Any additional cleaning costs incurred by the Council will be payable by the Hirer. The hire charge includes utility services. At the Councils discretion additional charges for utility services may be incurred.
- 3.4 No posters or notices will be displayed inside or outside the Pavilion except on in the information notice board and only with the prior permission of the Parks Team. Any posters displayed at the Pavilion without permission may be removed by the Parks Team and any costs incurred in doing so will be payable by the Hirer.
- 3.5 The Hirer will, not permit any disorderly, abusive or threatening behaviour to take place in the Pavilion. Hirers should ensure that they and participants in their activities are polite to all other park users at all times. Hirers should ensure that they leave promptly at the end of their hire period. The Parks Team reserves the right to cancel the bookings of any Hirer who fails to comply.
- 3.6 The Hirer will be responsible for ensuring all electrical equipment used at The Pavilion has had a PAT (Portable Appliance Test) in the last 12 months the cost of which will be borne by the hirer. This includes, but not exclusively: coffee machines, kettles, sound equipment, PA systems, lighting and extension leads.
- 3.7 The Hirer will ensure they have all licences and agreements in place before the hire takes place. (The Parks Team may request to see copies of your licences and agreements).
- 3.8 The Hirer will, during the Hire Period, comply or secure compliance with all statutory requirements including but not limited to the following:
  - Copyright, Designs and Patents Act 1988
  - Local Government (Miscellaneous Provisions) Act 1982 – Public Entertainment Licences
  - Electricity at Work Regulations 1989
  - Lotteries and Amusements Act 1976
  - Health and Safety at Work Act 1974
- 3.9 The maximum capacity is 60 people (this includes children)
- 3.10 If keys to the Pavilion have not been provided for the period of hire, the Pavilion will be opened by the parks staff. The Hirer will ensure the parks staff are informed when the Hirer has finished their hire period so the premises may be locked and made secure.
- 3.11 If keys to the Pavilion are being provided for your hire period, it is the Hirers' responsibility to collect these the day before the hire period and return them the

following working day. Arrangements for collection and return of keys are to be made at the time of booking.

## **4. Health and Safety Legislation**

- 4.1 The Hirer will have an evacuation plan for all users.
- 4.2 A valid certificate of Employers Liability Insurance to cover the employees of the Hirer must be held by the Hirer.
- 4.3 The Hirer is required to carry out and complete their own risk assessment of the Pavilion and it's suitability for the activity to be carried out, including any equipment to be used. It is the responsibility of the Hirer to ensure that the Pavilion is suitable for the activity taking place.
- 4.4 The Hirer will not allow or permit any person to carry out any of the following:
  - To drive a nail, screw, hook or fastening of any kind into any wall, platform, floor or furniture of the Pavilion
  - To, in any way, cause damage or destruction to the Pavilion
  - To obstruct the fire exits
  - To move or tamper with any fire appliances in the Pavilion

## **5. Liability for Loss or Injury**

- 5.1 The Council will not be liable for any loss, damage or personal injury caused to any persons or property belonging to any persons using the Pavilion during the Hire Period except where such loss or damage or personal injury arises out of the negligence of the Council, its servants, agents or employees.
- 5.2 The Hirer will be liable for and will ensure that they are adequately insured against any liability, loss, claim or proceedings in respect of any personal injury or damage whatsoever to any property.

## **6. First Aid**

- 6.1 The Hirer shall be responsible for the provision of first aid during the Period of Hire for all its employees, agents and those employed by its agents, subcontractors, sub-licensees and for visitors to the Event. A first aid kit is held in the kitchen at the Pavilion.

# Nevill Pavilion Fire Safety Emergency Plan

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending your event/function.

## **Before the event or function you should be aware of:**

- what fire protection systems are present;
- how a fire will be detected;
- how people will be warned if there is a fire;
- what you should do if a fire is discovered;
- how the evacuation of the Pavilion should be carried out;
- where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated;
- identification of key escape routes and exits;
- checking that all escape routes are clear of obstructions and combustibles;
- arrangements for fighting fire;
- how the fire and rescue service and any other necessary services will be called;
- procedures for meeting the fire and rescue service on their arrival;
- what instruction assistants at the event need;
- limitation on numbers of people;
- exit doors which are required to be in the open position are secure.

## **Before the event or function you should plan:**

- the arrangements for fighting fire;
- the arrangements for means of escape for disabled persons;
- the duties and identity of staff who have specific responsibilities if there is a fire;
- the arrangements for the safe evacuation of all people, members of the public and visitors;
- how you will proceed if life safety systems are disabled by an incident,
- who will be responsible for calling the fire and rescue service and any other necessary services;
- who will meet the fire and rescue service on their arrival and notifying them of any special risks;
- your plans to deal with people once they have left the premises, especially children.

## **At the start of your event or function you should notify all those present about:**

- that smoking is not permitted in the building;
- the emergency warning signal;

- who is supervising and how to identify them;
- ensure you are aware and inform your group/attendees of the fire exits;
- not to go to collect belongings other than valuables that are immediately to hand;
- the location of the assembly point at the Nevill Gate entrance to the Nevill Cricket Ground;
- what will happen after that (e.g. re-entry to the building).

## **During the event or function you should ensure that:**

- escape routes and exits do not become blocked;
- the no smoking rule is adhered to;
- no open fires are started;
- rooms do not exceed maximum capacity;
- noise levels cannot drown out the fire alarm; and
- if necessary, the number of persons at the event is limited or controlled.