



Pavilion On the Park Booking Terms & Conditions

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1. Pavilion On the Park Booking Terms & Conditions

The "**Trust**" means Eastleigh Youth & Community Trust, a registered charity (Charity number: 1154430).

"**You**" or "**you**" means the name of the customer on the booking, whether this be an individual or an organisation.

The "**Premises**" means The Pavilion On The Park, 1 Kingfisher Rd, Eastleigh, SO50 9LH and the immediate surrounding area (car park, patio, pathways, etc).

These Terms & Conditions cover the provision of services (e.g. room hire, catering, equipment, facilities, etc) by the Trust in connection with your booking in return for your payment to cover the price of the booking.

The rooms, facilities, equipment, etc, at the Premises are hired out on the basis that they are "left as they are found". As such, you are responsible for both setting-up and packing-down any tables, chairs, etc that are used during your booking.

You are expected to respect these Terms & Conditions and leave the facility in a clean and tidy condition ready for the next hirer. If you arrive and find that the space you have booked has not been left in a satisfactory state please bring this to the attention of a member of Trust staff.

These Terms and Conditions apply to all bookings except those contracted for under a separate Long Term Hire Agreement (LTA). The Trust reserves the right to change these Terms and Conditions at any time. Such changes will automatically apply to any new booking, and may also affect existing bookings subject to agreement between you and the Trust.

You, or another person nominated by you with full authority to act on your behalf (the "**Responsible Contact**"), will be responsible for ensuring that these terms and conditions are adhered to at all times during your booking.

You agree to supply the name and contact details of any Responsible Contact to the Trust ***in good time before your booking starts.***



All bookings are to be made by submitting a completed and signed Bookings request Form, either by post to:

Bookings
Pavilion On The park
1 Kingfisher Road
Eastleigh
SO50 9LH

or by email to bookings@paviliononthepark.org and by paying the required booking fee and/or deposit prior to your booking once an invoice has been generated.

No booking shall be considered as confirmed until the invoice for that booking has been paid in full and all bookings must be paid for in full prior to their commencement.

The Trust asks that you read these Terms & Conditions very carefully to ensure that you understand them before your booking starts.

Failure to adhere to these Terms & Conditions may result in you being liable for additional financial penalties.

By confirming your booking, you are automatically agreeing to these Terms and Conditions.



1.1. General Provisions

You must ensure that the time you have booked allows sufficient time for setting up, in particular for the set-up of any externally provided entertainment, and for clearing away and/or any necessary additional cleaning after your booking. Should there be evidence confirming that you are continuing to use the space you have booked, or any other space on the Premises, outside the times of your booking then you will be liable for additional charges at the **Trust's standard rates for ad-hoc hires**.

No naked flames, fireworks (indoor or outdoor), LPG appliances, or smoke machines are permitted on the Premises at any time without the **express written permission** of the Trust, such permission to be obtained by you **in good time before your booking starts**. If such permission is granted you will need to provide the Trust with evidence of your Public Indemnity Insurance covering the use of such equipment and/or devices.

Henna, dye or paint must be used with caution to protect flooring, fittings and furniture. You agree to notify the Trust **in good time before your booking starts** if any of these substances are to be used. Any costs incurred in the removal of such substances from the fabric or infrastructure of the Premises will be additionally chargeable. See Section [Damage & Deposit](#) for further details.

During your booking you must ensure that chairs, tables and other equipment are arranged in such a way as to allow free and easy access to the fire exits and with consideration for people's safety in moving around them.

If your booking is for a [High Risk Event](#) you agree to ensure that, at the start of the event, all participants are informed of the location of the **Fire Exits** and the **Muster Point**.

No animals, except assistance dogs, are allowed on the Premises without prior permission of the Trust. Dogs are however permitted in the Blackbird Cafe provided they are (a) kept on a lead at all times, (b) kept properly under control, and (c) do not cause a nuisance to other cafe users.

You agree to ensure that your staff, volunteers or attendees do not contravene any provisions of the [Gambling Act 2005](#), or any subsequent legislation which may be in force from time to time.

Additionally you agree that the Trust will not be liable for any loss of profits, sales or business, including any and all other indirect or consequential losses, suffered by you or any other person associated with your booking as a result of your use of the Premises.



1.2. Capacity Restrictions

The maximum capacity (seated/standing) of the various rooms contained within the Premises is as follows:

- Kingfisher Hall - **150** seated or **300** standing
- Greenfinch Suite - **35** seated
- Kestrel Suite - **20** seated
- Dove Suite - **20** seated
- Woodpecker Hall - **70** seated or **100** standing
- Magpie Suite - **20** seated
- Blackbird Café - **30** seated

You agree to ensure that, for whichever room(s) you have booked, the numbers of people seated and/or standing in those rooms do not exceed the maximum capacity of those rooms. In the event of the maximum capacity of the room(s) you have booked being exceeded at any time during your booking you agree to accept full liability for **any and all consequences** howsoever caused, and directly or indirectly arising, from such a situation.

1.3. Responsible Care Of The Premises

You agree that you are responsible for the reasonable care and supervision of the areas you have booked and other shared areas of the Premises which you, or any of your staff, volunteers or attendees may use during your booking (e.g. toilets, hallways, reception area, etc).

You further agree to ensure that your staff, volunteers or attendees will behave with propriety and due regard to the care of the Premises and immediate surrounding area.

You agree to ensure that your staff, volunteers or attendees treat any on-site Trust staff or volunteers with respect at all times. The Trust does not tolerate abuse of any kind and reserves the right to require any person to leave the premises who, in the Trust's opinion, demonstrates unacceptable behaviour.

You should leave the Premises, particularly the rooms that you have booked, in a clean and tidy state at the end of your booking and ready for the next hirer. All rubbish should be removed and safely disposed of. If any additional cleaning is found to be necessary by the Trust at the end of your booking then, at the Trust's sole discretion, you will be additionally charged for this service.



1.4. Damage & Deposit

During your booking you agree to ensure that no person connected with your booking:

- Interferes with any lighting, heating, cabling or other electrical fittings or appliances on the Premises except in the normal course of their authorised use as part of your booking
- Drives or attaches any nails, screws, pins or other fixings into walls or woodwork on the Premises
- Uses any sticky tape or other materials on surfaces which could possibly be damaged by the use of such materials
- Wilfully damages the structure or fabric of the premises, or any equipment and/or appliances that are the property of the Trust or other hirers

You agree to accept liability for the cost of repairing any damage, howsoever caused, by you, your staff, volunteers or attendees to the Premises, and/or its fixtures and fittings, and/or equipment owned by the Trust or by other Hirers which are either used or stored on Premises during your booking, specifically:

- For any damage caused by you, your staff, volunteers or attendees as described above, and where the cost of repair is up to the value of £150, this charge, or part thereof up to the value of your deposit, will be taken from your deposit with any remaining amount owed being separately invoiced to you.
- Should any damage caused in the manner described above be substantial, and where the cost of repair exceeds £150, then the Trust will pursue the matter with you separately.

Should such damage occur the Trust will provide you with evidence of the damage (e.g. photographic, CCTV footage, physical inspection) and a written breakdown of the repair and/or replacement costs. You will have a period of up to **seven calendar days** to review the evidence and repair/replacement cost breakdown before any repair/replacement charges are deducted from your deposit and/or separately invoiced to you.

The Trust agrees that any charges for making good damage caused in the manner described above will be at cost and will be appropriate to the nature of the damage, including how quickly (or otherwise) repair or replacement is necessary to ensure the safety of the Premises, its staff, volunteers and members of the public.

Should you dispute either the provided evidence or cost breakdown then an independent assessor, acceptable to both parties, may be appointed at your own expense. Both you and



the Trust agree to accept any decision made by the independent assessor's arbitration of the dispute as final and binding on both of us.

Whilst the Trust will always aim to settle the matter of substantial damage caused in the manner described above amicably with you, it reserves the right to take legal action against you should an agreed settlement not be forthcoming within a reasonable time.

You further agree that the Trust will not be liable for any loss or damage to any property and/or personal possessions brought onto, or left at, the Premises by any person in connection with your booking, and that such property and/or personal possessions are brought onto, or left at, the Premises entirely at your own risk.

1.5. Use of Electrical Equipment On The Premises

Should you bring any mains powered electrical equipment onto the Premises for use during your booking you agree to ensure that (a) such equipment has been PAT (Portable Appliance Testing) tested within the last 12 months, and (b) displays the necessary green PAT 'Test Passed' label. Should you attempt to use such equipment during your booking that has not been PAT tested the Trust reserves the right to refuse the use of such untested equipment on the Premises.

1.6. Safeguarding & Children Under 18 Years Of Age

You are responsible for the supervision and general safety of all children (under the age of 18 years) connected with your booking (whether they be volunteers, attendees, members of the public or whomever) whilst they are on the premises. You agree that the legally required number (based on the number of children present at any time) of suitably qualified, experienced and authorised adults will be on the premises throughout your booking to carry out such supervision.

You must ensure that any activities for children under 18 years of age comply with the provisions below:

- The [Children and Young Persons Act 1963](#)
- The [Children Act 1989](#)
- The [Children \(Performances and Activities\) \(England\) Regulations 2014](#)
- The [Protection of Children Act 1999](#)

You are responsible for safeguarding children and/or vulnerable adults, and for any organised activity you must have a procedure in place for safeguarding children and/or vulnerable



adults. You must also ensure that the relevant checks (eg. DBS) have been carried out on people with unsupervised access to the children.

You must take all reasonable steps to keep children out of those parts of the facility that might present a potential danger to them (eg. the kitchen) unless they are supervised by a suitably qualified, experienced and authorised adult.

Where children under 18 years of age are to be involved in theatrical performances (i.e. dancing, singing, acting) on the Premises as part of your booking you must ensure that all necessary licenses are obtained and copies of such licenses provided to the Trust in ***in good time before your booking starts***.

1.7. Consumption Of Alcohol On The Premises

Alcohol may be brought onto the premises for private consumption, however alcohol cannot be served where you, as the main hirer, are under 25 years of age.

If alcohol is to be sold on the premises, you must obtain a Temporary Event Notice from the relevant licensing authority authorising the sale of alcohol. In such an eventuality the Trust, at its sole discretion, reserves the right to maintain a staff presence on site during the your booking. This will result in additional charges. The Trust will advise you ***in good time before your booking starts*** if such additional arrangements are deemed necessary.

You agree to adhere to all regulations detailed on the Temporary Event Notice. A copy of the Temporary Event Notice must be provided to the Trust ***in good time before your booking starts***.

You agree to ensure that no alcohol will be consumed by under 18s in connection with your booking.

1.8. Recreational Drug Use

You agree to ensure that no drugs will be consumed by anyone on the premises for recreational purposes in connection with your booking.

Anyone found using drugs on the Premises will be asked to leave. In such an eventuality the Trust reserves the right to immediately cancel your booking with no notice and with no refund of the booking fee.



1.9. Smoking

In connection with your booking you agree to ensure that no smoking or vaping will take place in the building and that smokers and/or vapers will be at least 4 meters away from any entrances or open windows to the Premises.

1.10. Performance Licences

You agree that you are responsible for obtaining any necessary licences required as a result of your booking involving a public performance of some kind, including but not limited to:

- Music - PPL/PRS Licence
- Video or Film - MPLC Licence
- Children - Individual performance licences or BOPA (Body Of Persons Approval) License

Where such licences are required as part of your booking you must ensure that copies of said licenses are provided to the Trust in ***in good time before your booking starts.***

You agree to indemnify the Trust against any losses, howsoever caused, directly or indirectly by any failure on your part to obtain all of the licences necessary for your booking.

1.11. Playing Music

In connection with your booking you agree to ensure that the playing of ***any*** music on the Premises, whether amplified or not, ceases by **22:30** hours.

You further agree that you are responsible for ensuring that you have obtained any necessary licenses (see [Performance Licences](#)) for the playing of such music.

1.12. Catering

Any catering and/or vending arrangements to be used during your booking, including any merchandising, must be notified to, and agreed to, by the Trust at the time you submit your booking request. If you fail to provide the Trust with advance notice of such arrangements then the Trust, at its sole discretion, may decide to cancel your booking with no notice and with no refund of the booking fee.



1.13. Venue Access

You are responsible for supervising your own car parking arrangements for your staff, volunteers or attendees at the Premises in order to avoid any obstruction or nuisance to local residents, other hirers or other car park users. Please note that the car park is owned by Eastleigh Borough Council and is not for the exclusive use of the Trust, its staff, volunteers, hirers, event attendees, etc. It may be used by any member of the public at any time.

Trust staff will open up the Premises for you in good time for your booking and will normally be present throughout the time you are on the Premises.

On arrival you will be given information on fire safety and evacuation.

If an emergency situation arises during your booking you should contact the Trust's duty manager immediately. Contact numbers for the duty manager can be found in both foyer entrances to the Premises and in the first aid boxes located on the wall in those locations.

At the end of your booking, and if you are **not** an authorised Key Holder, Trust staff will return to safely see you, your volunteers and/or attendees off the Premises. Please let the Trust staff attending the Premises know if you faced any problems during your booking, or if there has been any damage caused to the Premises, its fixtures, fittings or equipment during your booking.

Please note that the Trust are more likely to accept no-fault damage if you inform the Trust about it immediately. Any damage found after the event and not reported to Trust staff will be additionally chargeable (see section [Damage & Deposit](#) for further details).

If you leave the Premises before the end of your booking it is your responsibility to contact Trust staff to advise the early departure. In such circumstances, and should you not advise the Trust of an early departure, you agree to indemnify the Trust against any losses incurred, howsoever caused, as a result of the Premises being left unsecured and unattended.

1.14. Premises Keyholders

In certain circumstances the Trust, at its own discretion, will authorise you to be a "Key Holder" of the Premises so that your staff, volunteers and attendees may access the building without requiring the presence of Trust staff.

Should the Trust authorise you as a Key Holder, and you agree to accept the associated responsibilities of such a position, you additionally agree to the following:



(a) That you nominate **one person** (which may be yourself) as the Key Holder who is both trustworthy and who will be responsible, on your behalf, for unlocking and then later securing the Premises before and after your booking.

(b) To advise the Trust of the name and contact details of the Key Holder **in good time before your booking starts.**, and to further advise the Trust of any changes to the Key Holder that might be necessary.

(c) Not to duplicate, disseminate, or to entrust to any other person other than the Key Holder, the keys and/or alarm codes to the Premises.

(d) To ensure that, at all times during the booking, the proper processes are followed in opening and securing the Premises, as advised by the Trust **in good time before your booking starts.** In particular:

- Disabling the alarm system upon entry, and enabling it upon exit
- Checking that all windows and doors are secured upon exit
- Making sure that all lights (apart from automatically activated security lights) are turned off within the building upon exit
- Advising the Trust duty manager of any problems or issues as soon as possible

(e) In the event that an evacuation of the Premises becomes necessary due to fire, flood or some other risk to life, that you will be responsible for managing such an evacuation and ensuring that **all** persons on the premises are safely evacuated and assembled outside the Premises at the muster point. You will additionally be responsible for calling the Emergency Services as necessary and of informing the Trust's duty manager as soon as is practically possible.

(f) That you, your staff, employees, volunteers, attendees, or any other persons connected with your booking do not enter any rooms or areas (not including rooms such as toilets, receptions, corridors, etc) on the Premises which are not associated with your booking.

You agree to indemnify the Trust against any losses, howsoever incurred, as a direct result of your failure to properly secure the Premises according to the above requirements (a) to (f).

Failure to adhere to the obligations (a) to (f) above will be considered a serious breach of this Agreement by you, as it is likely to invalidate the Trust's insurance of the Premises.



1.15. Additional Services Required By The Hirer or The Trust

Should you wish to hire additional equipment or purchase additional services (e.g. extra cleaning) as part of your booking then these should be specified on the booking form and will be charged according to the prevailing prices.

Additional services might be:

- An increased presence of Trust staff during your booking
- The provision of professional on-site security personnel during your booking
- The provision of additional cleaning services at the end of your booking
- The provision of marshalling staff around the Premises during your booking

or any other service deemed necessary by the Trust management to safeguard the Premises and its occupants

1.16. High Risk Events

High risk events are bookings where the rooms hired will be used by for the purposes of staging an event where two or more of the following apply:

(a) Where the number of attendees at the event, combined with other factors, is such as to significantly increase the levels of risk

(b) Where alcohol is either served or available at the event

(c) Where the event is to celebrate a birthday for ages 18 to 21

(d) Where the event involves the hire of multiple spaces and/or rooms,

(e) Where the event is an event partially or wholly outside normal business hours

(f) Where the event is attended by members of the public and you do not know the attendees or how many of them there will be

(g) Where there are particular special provisions required for multiple attendees (e.g. wheelchair users)

Whether a booking is for a High Risk Event will be determined solely by the Trust based on the



above factors. Should you make a booking for the purposes of staging a High Risk Event the Trust will require the following from you:

- A Risk Assessment for your High Risk Event to be provided to the Trust ***in good time before your booking starts***. This will be considered by the Trust in the context of [Martyn's Law](#) to determine if any special arrangements might be necessary
- Your agreement to having a member of Trust staff on site at all times during your booking. Should any part of your booking take place outside the normal weekday working hours of 9:00 am to 5:50 pm Monday to Friday you will be charged per hour, or part thereof, at the prevailing rate for this resource for hours outside those weekday working hours
- The possible purchase of additional services (e.g. security, marshalls, first aiders, etc) to minimise the risk to your event's attendees, the Trust staff and/ or the Premises during the booking

The Trust will advise you when you make your booking (a) if it is considered to be for a High Risk Event and, (b) what additional services you will be required to purchase and at what cost. For all High Risk Events you must agree to the purchase of the required additional services before the booking can be accepted.

1.17. Risk Assessments & Public Liability Insurance

Where you have been advised that your booking is for a [High Risk Event](#) you agree to ensure that the appropriate risk assessments have been carried out for your planned activities, and that these are made available to Trust staff ***in good time before your booking starts***.

For High Risk Events you agree to provide the necessary Public Liability and/or Event insurance, of not less than £2,000,000, for your event, and to make evidence of such insurance available to Trust staff ***in good time before your booking starts***.

Failure to provide the required risk assessments and evidence of insurance ***in good time before your booking starts*** may result in your booking being cancelled and the loss of any deposit you have paid.

You agree that you are liable for, and will indemnify the Trust against, any loss, liability, costs (including reasonable legal costs), damages or expenses arising from your failure to arrange any necessary Public Liability insurance.

Should any additional services be required or deemed necessary by the Trust to safeguard the Premises or its staff and/or volunteers (e.g. additional on-premises Trust staff during your



booking or additional security personnel) these will be discussed with you and charged accordingly.

1.18. Other Hirers

You accept that other hirers may be using other facilities at the Premises during the course of their own booking(s), and that you may be required to share all or some communal areas.

You agree to be respectful to other hirers, their staff, volunteers or attendees at all times.

1.19. Annual Price Review

The Trust, at its sole discretion, reserves the right to vary (revise) the price of hiring rooms and facilities on the Premises on an annual basis.

Prices will be reviewed by the Trust annually in January of each year, with any revised prices taking effect from the 1st April of that same year. Any revisions to prices (up or down) will be based on:

- Changes in the Consumer Price Index (CPI) affecting the costs borne by the Trust in providing your booking(s)
- Market conditions benchmarked across similar community centres and other leisure facilities in the surrounding area
- Affordability within the local community taking into account the nature and quality of the facilities on offer

The Trust will always aim to act responsibly and reasonably when setting revised prices for the following year.

If you are a regular hirer, or you have existing bookings that will be affected by any revision to the price of your hire, you will be notified of these changes by the 31st January each year.

1.20. Use Of Outside Agencies or Sub-Contractors

It is your responsibility to make sure that any outside agencies employed during your booking (such as catering companies, bands, DJs, etc) have:

(a) Ensured that any electrical equipment brought onto the Premises have been PAT (Portable Appliance Testing) tested within the last 12 months and display the necessary green PAT 'Test Passed' label. Please note that should any outside agency attempt to use such equipment



during your booking that has not been PAT tested then the Trust reserves the right to refuse its use on the Premises.

(b) Ensured that the outside agency has valid public liability insurance and all appropriate licenses required for the Period of Hire, or alternatively that such activities undertaken by the outside agency or sub-contractor is covered by your own insurance and/or licences.

(c) Ensured that, if food is prepared, served, sold or consumed by such an outside agency or sub-contractor, all relevant food, health and hygiene regulations are observed.

You agree that you will not sub-contract, transfer or vacate overall responsibility for your booking(s) to another person, company, agent or other organisation, and that you will not sell-on or sub-let your booking(s) under any circumstances.

1.21. Accidents

You agree to report any accident involving an injury to your staff, volunteers, attendees or any other member of the public present during your booking as soon as is practically possible.

Accident reports should be made to a member of the Trust's staff, if on the Premises at the time or shortly afterwards, or otherwise to the Trust's duty manager by phone using the contact number advertised on the reception desk or otherwise provided.

1.22. Cancellation Before Your Booking Starts

Liability On Cancellation

Both you and the Trust agree that neither of us will be liable for any costs, other than the cancellation fees described below, incurred by either of us should this Agreement be cancelled by either of us prior to the start of your booking.

Cancellation By The Trust

This Agreement may be cancelled by the Trust at any time prior to the start of your booking for any legitimate reason, operational or otherwise, by advising the you of such a cancellation in writing. The Trust will explain the reasons for cancellation to you. You will be refunded the full amount of any monies already paid by you in relation to your booking in these circumstances (but please see above concerning liability on cancellation).



Cancellation By You

You may cancel your booking before it starts for any reason by informing the Trust of such a cancellation. Should you cancel your booking in this manner the following cancellation charges will apply:

- If you cancel your booking less than 30 days but more than 7 days before it is due to take place then a cancellation fee of 50% of the total booking price will be charged.
- If you cancel your booking less than 7 days before it is due to take place then a cancellation fee of 100% of the total booking price will be charged.

1.23. Entire Agreement

Both you and the Trust acknowledge and agree that these Terms & Conditions, together with any documents referred to in them, constitute the entire agreement and understanding between us both and supersedes **any** previous verbal or written agreement or arrangement between us relating to your booking.

1.24. Force Majeure

If the performance by either the Trust or by you of any obligation under these Terms & Conditions (except a payment obligation) is delayed or prevented by circumstances beyond the reasonable control of either of us, then neither of us will be in breach of these Terms & Conditions because of that delay in performance.

However, if the delay in performance lasts for more than three months, then either of us may terminate any agreement relating to your booking with immediate effect and with no further penalties or liabilities being incurred by either side.

In case of force majeure such a notice of termination shall be communicated to each other of us by the other in writing upon presentation of the required documentary evidence.

Force majeure is expressly **not** understood as the failing or untimely fulfilment by a third party of the obligations of this third party vis-à-vis one of us, unless the third party in question demonstrates that the failing or untimely fulfilment of its obligations can be blamed on force majeure.



1.25. Governing Law & Jurisdiction

These Terms & Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

You and the Trust irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or its subject matter or formation.