



September 2025

**THE PAVILION GENERAL TERMS & CONDITIONS OF HIRE
(There may be specific additions to these terms at time of booking)**

1. **BOOKINGS:** No bookings will be accepted without a completed and signed booking form. The person signing this form will be considered the Hirer. The minimum age of the Hirer must be 18. Any person who will be responsible for the premises during the booking shall be jointly and severally liable with the Hirer.
2. **ACCESS:** Arrangements will be made with you to ensure access for the booking period. Any codes given are confidential. The Hirer is responsible for securing the premises during their booking and if they are the last occupant to leave. FoCG representatives retain the right to access all parts of the booked space at any time during the hire period.
3. **HIRE CHARGES:** A deposit may be required at the time of booking and will be invoiced accordingly. The remaining hire charge as agreed is to be paid in full at the end of the month of booking. You will be issued with an invoice at the end of the month following your booking with payment due within 30 days. Please note we only accept faster payments, cash and cheques for payment. You will find the bank details at the bottom of the invoice, please include the invoice number as the reference for payment.
4. **INSURANCE:** Private Hirers shall be covered by FoCG's public liability insurance: Hirers Extension. By signing the booking form, you acknowledge acceptance of the terms of this extension. Any items left unattended are not covered by FoCG insurance cover. Constituted Groups and organisations must hold valid Public Liability Insurance of at least £5million.
5. **CANCELLATION:** Any cancellation of the booking by the Hirer with less than 48 hours notice of the hire date will forfeit any deposit paid plus any monies expended on extras; at less than 48 hours notice the hire charge in full is non-refundable. Where you have booked to host a regular session we require 30 days' notice, failure to provide this will result in the remaining 30 days' worth of bookings being chargeable at full rate.
6. **USE OF PREMISES:** The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
7. **USE OF EQUIPMENT:** Chairs, tables and AV equipment are not laid out/set up for booking. Only equipment specified on the Hire Agreement should be used and then returned to its proper place. Please do not remove any furniture from the rooms without prior agreement first. Any damage to property must be reported to FoCG in good time.
8. **CAPACITY:** The Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number as stated on the application form. Maximum occupancy for the building is 120.

9. FOCG - Friends of Castle Green (FoCG) reserves the right to use the premises for FoCG related activities.
10. CYCLES/SCOOTERS: are not permitted inside the building.
11. TIME RESTRICTIONS: Events will start no earlier than 6am and finish no later than 10pm, except by prior arrangement.
12. ACCESS: Castle Green is a Scheduled Ancient Monument site, therefore vehicles are not permitted. Loading and unloading may take place on the adjacent hard standing by prior arrangement only. Vehicles must then be immediately moved to a parking space away from Castle Green.
13. NOISE: The Hirer shall ensure that minimal noise is made on arrival and departure of those attending the event. Furthermore, the Hirer shall ensure that noise levels on the premises and in the curtilage of the premises shall not cause a nuisance to neighbouring properties. Following Herefordshire Council advice on acceptable decibel levels <https://www.gov.uk/guidance/noise-nuisances-how-councils-deal-with-complaints>
14. LICENCES: The Hirer is responsible for all permissions, licenses, risk assessments and health and safety. Permission must be granted by Herefordshire Council for any event that encompasses the outside space prior to the event.
15. SECURITY: Where a booking incorporates the Castle Green (with prior consent from the council,) event security must be in place to ensure there is no consumption of alcohol outside the perimeters of the Pavilion building, no anti-social behaviour and strict adherence to noise restrictions/pollution.
16. ALCOHOL: There are no restrictions to consumption of privately supplied alcohol within the Pavilion, however Castle Green is in an alcohol restricted zone. This means that the consumption of alcohol is restricted in this public space to avoid anti-social behaviour. It is an offence to fail to comply with a request to stop drinking or to surrender alcohol in a controlled drinking area.
17. SUPERVISION: The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements, see parking restrictions below.
18. HEALTH AND HYGIENE: The Hirer shall, if preparing and serving food observe all relevant food health and hygiene legislation and regulations. Kitchen areas must be left clean and safe with all food waste removed from the premises.
19. SMOKING/ VAPING is not permitted in the Pavilion building.
20. GAMING, BETTING AND LOTTERIES: The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
21. PUBLIC SAFETY COMPLIANCE: The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the local Magistrate's Court, Health and Safety Executive or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

22. **EMERGENCIES:** In anticipation of an emergency, it is the Hirer's responsibility to ensure that they know the location of fire exits, portable firefighting equipment, assembly point and evacuation procedure, first aid kits, the nearest hospital and have access to a mobile phone in the event of a power failure. All accidents must be recorded in the book provided and emergencies must be reported to a FoCG representative.
23. **FIRE:** Immediately dial 999 and report the fire at The Pavilion, Castle Green, Hereford, HR1 2NW. All fire exits, and escape routes must be kept clear and operational during use of the premises. In the event of a fire, however small, the premises must be evacuated immediately to the Assembly point outside the public toilets and FoCG notified. Do not allow guests to collect personal belongings or re-enter the building. Only allow persons to tackle the fire to allow evacuation if they are confident to do so. Do a head count at the assembly point to inform the Fire Service if someone may still be in the building. Make sure you nominate a fire marshal for your group prior to your hire commencing. See Separate Fire Action Plan.
24. **DAMAGE:** The Hirer shall notify FoCG of any damage done to any part of the property including fixtures and fittings, the surroundings, or the contents of the building, which may occur during the period of the booking, because of the booking. No decorations may be stuck to the walls, windows or doors. Artists racking can be provided for framed displays by prior arrangement.
25. **PORTABLE ELECTRICAL EQUIPMENT:** It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment brought onto the premises and that is in a safe condition and will not endanger, overload, or damage the electricity installations. Please note all equipment brought onto the premises for use during your hire will require a PAT certificate dated within the last 12 months. We require proof of this prior to your agreed hire period. No electrical or gas heaters to be brought into the building under any circumstances.
26. **EXTERNAL INCIDENTS:** In the event of the premises or any part thereof being rendered unfit or inaccessible for the use of which it has been hired FoCG shall not be liable to the Hirer for any resulting loss or damage whatsoever.
27. **INDEMNITY:** The Hirer shall indemnify FoCG for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring, as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.
28. **ACCIDENTS AND DANGEROUS OCCURRENCES:** The Hirer must report all accidents involving injury to the public to FoCG. Any failure of equipment belonging to the Pavilion must also be reported as soon as possible.
29. **ANIMALS:** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises other than for a special event agreed to by the Operations Manager and no animals whatsoever are to enter the food preparation areas at any time.
30. **SAFEGUARDING CHILDREN:** The Hirer shall ensure that any activities involving children comply with the provisions of the Children Act of 1989 and 2004. The Hirer is required under this legislation to ensure that children are protected at all times by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm. This includes ensuring that at all times only adults with the relevant DBS/ CRB checks supervise and interact with children.

A) All Hirers, who are Regular Users, are required to have in place an approved Child Safeguarding Policy on commencement of each period of Hire

B) All Hirers who are occasional or "One Off" Users (e.g. Children's Parties) are not required to have a Safeguarding Policy but must comply with the general requirements stated in the first part of this clause.

31. FLY POSTING: The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify FoCG accordingly against all action, claims, and proceedings arising from any breach of this condition.
32. SALE OF GOODS: The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and FoCG reserves the right to refuse permission for any sales of goods to take place during any hiring of the premises.
33. REFUSAL OF BOOKING: FoCG reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time before or during the term of the agreement. The Hirer shall be entitled to reimbursement of any monies paid up until the point of cancellation. Friends of Castle Green shall not be liable to make any further payment to the Hirer. FOCG reserves the right to cancel this booking in the event of the premises being required for use as an official polling station, or in the event of a government shut down in which case the Hirer shall be entitled to a refund of any fees already paid.
34. UNSUITABLE BOOKING: FoCG reserve the right to refuse or cancel any booking without notice or explanation, deemed to be unsuitable or offensive to the general public.
35. TEENAGE OR ADULT PARTIES: Due to the urban location of the buildings and their proximity to neighbours, teenage and adult parties are not permitted except where the Hirer is known personally to the Board, Volunteers or bookings manager, and acceptance of the booking is at their discretion.
36. END OF HIRE: The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, lights/taps switched off, all doors properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions shall be properly replaced. Hirer shall remove from the premises all equipment and other materials brought into the premises by the hirer or whomsoever for use during the booking. Please note there is to be nothing stuck/pinned or secured to the walls in any fashion whatsoever. See PENALTY PAYMENT below.
37. RUBBISH: The hirer shall likewise remove from the premises all refuse arising from the booking. See PENALTY PAYMENT below.
38. PARKING - THERE IS NO PARKING AT THE PAVILION
The space in front of the building may only be used for loading and unloading vehicles by prior permission of the Friends of Castle Green. Once the vehicle is unloaded you must move your car. Blue Badge parking is available in Quay Street where there is a single yellow line. For people with severe disabilities, please arrange for parking next to the building when booking. Please see PENALTY PAYMENTS below.
39. KITCHEN/SERVERY: If the Kitchen/Servery is part of the letting, it is the responsibility of the hirer to ensure that the items are left in good condition at the end of the let. All items used must be washed up and put away. The fridge, microwave, toaster and kettle to be left in a clean condition.

40. **SITE SECURITY:** Whilst using the rooms in the Pavilion it is the hirers responsibility to maintain site security. This means having knowledge of who is coming and going. You or a member of your organisation must be on site at all times. The building and grounds must be secured on exit, this means closing all windows and doors, turning off sockets and using your supplied keys to lock the building and gates, having previously checked that there is no one else in the building. Please also ensure that all lights are switched off on exiting. Users who regularly fail to secure the building properly will be fined (see penalty payments below) and if the behaviour continues will be banned from using the facilities.
41. **KEYS:** It is the Hirer's responsibility to return the keys on completion of the hire as agreed in the access instructions.
42. **COVID/PANDEMICS:** In case of a pandemic, such as Covid-19 or any other future pandemics, Friends of Castle Green CIC will seek to follow all current government guidelines as to use of community buildings. Friends of Castle Green CIC reserve the right to decide who to hire the halls to in order to keep all parties safe. Any hirer of the building must produce their own Risk Assessment in alignment with their professional organisation/national guidelines, if requested. Depending on the guidelines, the policy may change and we reserve the right to close the facility due to any outbreak or Government instruction and cancel individual hall hire if we feel that the hirer is not following current guidelines appropriately.
43. **PENALTY PAYMENTS:** - condition of hire
- £50 per hour (or part thereof) will be added to your invoice to cover extra caretaking charges when rooms are left without reasonable care (rubbish, damage etc).
- If the hirer or anyone in the hirers party parks on the Castle Green without prior permission £50 will be added to the invoice. If this occurs more than 3 times you will be banned from using the Pavilion.
- Not adhering to the rubbish and recycling rules will result in a penalty payment of £50 each time.
- Sticking items to walls could result in you, as the hirer, being responsible for redecoration costs.
- Failure to secure the building properly, which includes turning off all lights, as stated above, will result in a penalty payment of £50 each time. If the building is left insecure more than 3 times FoCG has the right to refuse to continue to hire you the building.