



MELTON PARISH COUNCIL

REC(22)47.02

Pavilion

The new Pavilion is progressing well, although the project has slipped by a week due to a delay in roofing materials and labourers. Mixbrow hope to recoup some of this time so it is hoped the building will still be finished in early September. Budget is currently on track, but we are awaiting some costings (CCTV, electrics, kitchen fit out, retaining wall gabions and plumbing) which may have an impact on the final cost. There are also some potential savings to be made. The lorry delivering tiles caused some damage at the entrance to the car park. Mixbrow and the architect have been made aware.

Opening Ceremony

It is proposed that there is an opening ceremony in early October with afternoon tea and a celebration cake. It has been suggested that a local resident should be invited to open the Pavilion with Cllr Porter. The primary school has also been invited to take part. This will be managed by the Pavilion Working Group.

Hire Charges and Agreement

This Committee needs to agree the terms of the hire agreement and hire charges and if they wish to have it reviewed by our solicitors. A comparison of other local halls has been done and the following charges have been proposed by the Pavilion Working Group:

- Sessions will be morning, afternoon and evening (9am-1pm, 1.30pm-5pm 5.30pm -10pm)
- £25 for weekday daytime sessions
- £30 for evening and weekend sessions
- No hourly rate (unless at our discretion)
- Residents and charities would receive a 10% discount

The Committee needs to agree the Hire Agreement as detailed in Appendix A. The Committee needs to decide if the Council should apply for a TheMusicLicence or place the responsibility on the hirer. I am awaiting a quote for the licence. The Burness Parish Rooms pays a percentage of their income.

You also need to decide if you want to set a capacity limit – the architect has confirmed that one has not been stipulated. There is standard calculation:

You need 1.05m all around the areas together with 1.05m between the areas which gives a usable area of 23m². You then use a factor of 0.3m² per person for standing and 0.5m² for seating. This equates to 46 persons seated and 76 persons standing.

Although the Recreation Committee has the responsibility for the Pavilion delegated to it, it would be prudent to gain final approval of the Hire Agreement from Full Council. This will have to be done via email as the next Full Council meeting is not until the 28th September.

Running Costs

We have approached five companies for quotes for cleaning the Pavilion and two have responded:

Company	Price per Hour	Minimum booking	Set up charge	Notes
1	£13.00 or £13.50 if providing their own products	1 hour		<i>We reckon it will take 2-3hrs for toilets, kitchen space & hall area & about 1hr to clean the external toilet daily. Prices do not include VAT</i>
2	£17.50 plus VAT	2 hours	£150 plus VAT for materials depending on length of contract	Would like to store chemicals

We are seeking clarity on what Business Rates, if any, will be applicable. Estimated running costs are in the region of £670 per month (without business rates, a music licence or booking system). Budget allocated for this financial year is £663 a month. This does not include any predicted income.

Promotion and bookings

There have been a couple of enquiries about using the hall already. We will be running a campaign through the usual comms channels to promote the Pavilion. The Burness Rooms will also pass on our details if they cannot fulfil a booking request.

We have looked at the booking system that comes with our accounting system Scribe. The software costs £348.00 for a year (you are charged annually not monthly) with a set up cost of £247. We could start with the office managing the bookings and then if it becomes too much to handle manually, we could implement the booking system – trialling for a couple of months before committing.

Members are asked to:

- Note the contents of this report
- Agree the Pavilion Hire Charges and circulate to Full Council by email for agreement
- Agree if they wish to apply for a TheMusicLicence
- Agree the capacity limit of the building
- Agree the Pavilion Hire Agreement in principle, decide if they wish to have it checked by our solicitors and circulate to Full Council by email for agreement
- Agree if they wish to appoint one of the cleaning contractors and the terms of the appointment
- Agree with the approach to taking Bookings



Pip Alder
Clerk and Executive Officer, Melton Parish Council
July 2022

Appendix A

Pavilion Hire Agreement

The Pavilion is located at the Recreation Ground on Melton Road. The Pavilion was built in 2022 and provides a small hall for meetings, lectures, parties, exercise classes and small group gatherings. There is a small kitchen and three toilets. There is a car park at the Recreation Ground entrance and an accessible pathway to the Pavilion building. We welcome everyone from local and community groups to commercial organisations and private individuals.

1. Hirer's Responsibilities

- For the purposes of these conditions, the term Hirer shall mean an individual hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer shall be over 18 years of age.

2. Supervision

- The Hirer is the Event manager and, during the period of the hiring, shall be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young persons under 18 years.

3. Use of the Premises

- The Hirer shall not use the premises for any purpose other than that advised at the time of booking. Bookings will be taken at the discretion of Melton Parish Council.
- Standard operating hours are 8.00 to 22:00
- The capacity XX persons in the hall must not be exceeded
- The Hirer 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.
- The Hirer will be responsible for obtaining any licences that are needed and for the observance of the same.
- The premises will not be used for any form of adult entertainment of a sexual nature.
- The premises are not to be used for 16th/18th/21st birthday parties or wedding receptions.
- No smoking is allowed anywhere in the Pavilion.
- Doors and windows must be managed during events to ensure that excess noise likely to cause nuisance does not escape from the building.
- The Hirer must ensure that both shutters are fully raised before commencing activities.
- The Hirer is requested to ensure that users leave quietly and have consideration for local residents.

4. Catering and Alcohol

- There is a small kitchen with a fridge, oven and hob. Melton Parish Council does not provide catering services, so hirers must make their own arrangements if required.
- The sale of alcohol in any form is not permitted unless a Temporary Event Notice has been obtained from East Suffolk Council. Alcohol is permitted for private events where not sold.

5. Music

- The Pavilion has a TheMusicLicence that allows music to be played in the Pavilion

Or

- The Hirer is responsible for ensuring all relevant legislation and copyright processes are followed and licences such as Temporary Event Notice (TEN) are gained. Hirers must indemnify the Council against all claims arising from a breach of this condition.

6. Indemnity

- The Hirer shall reimburse Melton Parish Council for the cost of any repair or 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 hire because of the hiring.

7. Insurance

- The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against them (or the organisation if acting as a representative) whilst using the Premises. (The Pavilion is insured against any claims arising out of its own negligence).

8. Children Act–Safeguarding Children and Vulnerable Adults

- The Hirer will take relevant safeguarding precautions in respect of any children, young people or vulnerable adults attending the sessions at the Pavilion. The Hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children. Except for private parties, where events are organised for children, the Hirer shall have a valid certificate from the Disclosure and Barring Service and the Hirer shall take full responsibility for any other persons engaged to look after children.
- There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied.
- Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision. The NSPCC recommends:

Aged 0 - 2 years: 1 adult to 3 children

Aged 2 - 3 years:1 adult to 4 children

Aged 4 - 8 years:1 adult to 6 children

Aged 9 - 12 years:1 adult to 8 children

Aged 13 - 18 years:1 adult to 10 children.

9. Health and Hygiene

- The Hirers shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to.
- The Hirer shall familiarise themselves with the location of the First Aid Kit.

10. Fire Safety

- The Regulatory Reform (Fire Safety) Order 2005 (RRO) covers the relevant responsibilities for Fire Safety of the Pavilion. Under this agreement, the Hirers shall bear the responsibility for fire safety for the duration of the hire.

The Hirer must:

- Be familiar with the layout of the building and escape routes as indicated by the green 'running man' signs and ensure that these routes are kept free from obstruction.
- Be familiar with the contents of the Fire Action Notices located at various points throughout the building, which inform you what to do in the event of a fire.

- Ensure that any electrical equipment used in connection with your hiring eg sound systems has been suitably tested by a competent person and is safe.
- Not use unauthorised heating appliances or highly flammable substances.
- Ensure that exit signs and the emergency lighting supply illuminating exit signs and routes is turned on the whole time the event is in progress.
- Ensure that the Fire Brigade is called to all fires no matter how small and that Melton Parish Council is informed.

11. Cleaning

- At the end of the hire the Hirer must ensure that the Pavilion is in a clean and tidy state with floors swept and tops in the kitchen area cleaned as necessary so that the Pavilion is in a good condition for the next user.
- All waste must be removed from the Pavilion at the end of each hire period. Unless other arrangements have been made, the Hirer must, on leaving the building, ensure that the heaters are turned off and that doors and shutters are securely locked.

12. Animals

- The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Hall.

13. Booking Charges

- The cost of hiring the Pavilion can be found at www.melton-suffolk-pc.gov.uk/pavilion
- To secure the booking, all fees must be paid at the time of the booking as well as signing the hire agreement.

14. Cancellation

- Melton Parish Council reserves the right to refuse or cancel a booking at any time without notice, prior to or during the booking event.
- The hirer shall be entitled upon such notice to reimbursement of the hire charge.
- If the Hirer wishes to cancel their booking two days' notice will be required, otherwise the Hire charge will still apply.