

HORMEAD PARISH COUNCIL TERMS AND CONDITIONS OF HIRE MEADS PAVILION AND SPORTS GROUND

STANDARD CONDITIONS OF HIRE

The Pavilion and Ground charges and conditions are determined by Hormead Parish Council ("the Council"), who reserves the right to alter these charges and conditions without notice.

Applications for hire must be made on the proper booking form. The Council reserves the right to refuse to accept any application for hire without giving reasons. No Hirer under the age of 18 will be permitted to make a booking.

Hirers will be allowed possession only upon the day and time for which the premises have been reserved, unless otherwise arranged with the Parish Clerk.

The Hirer shall not use the facilities 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

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.

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 or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

The Hirer shall, during the period of the hiring, be responsible for supervision of the facilities, the care of the playing field and grounds, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behavior of all persons using the facilities, whatever their capacity.

All functions must terminate by midnight, except in special circumstances approved in advance by the Council.

The Hirer must take all necessary steps to prevent disorderly conduct within the Meads facilities or its confines and the facilities shall be open to the Council, its employees or persons authorized by the Council, Police Officers or other Officers on duty, who shall have full power to enforce the observation of those conditions and to take such steps as may be necessary for the preservation of peace and good order. If, in the opinion of the Clerk or members of the Council, the attendance of Firemen or Police is necessary during any period of hire, the Hirer will be responsible for meeting any charges, which may be levied. The Council reserves the right to refuse admission or re-admission to the Pavilion. The Hirer shall take all possible care to ensure that all persons attending the functions shall leave orderly and quietly, especially after late-night bookings.

The Hirer shall, if preparing serving or selling food observe all relevant food, health and hygiene legislation and regulations.

No electrical appliances shall be brought to or operated in the Pavilion without the prior permission of the Council. The Hirer shall ensure that any electrical appliances brought to the premises and used there with permission shall be safe and in good working order, and used in a safe manner.

No cats, dogs or other animals of any kind may be brought into the Pavilion except by permission of the Council in writing, with the exception of Guide and Hearing Dogs.

At the end of the hiring, the Hirer shall be responsible for leaving the Pavilion, grounds, and the surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents that have been temporarily removed from storage or from their usual positions shall be properly replaced, otherwise the Council shall be at liberty to make an additional charge.

The Hirer shall pay on demand for all damage which may be done or occasioned to the building or to the fixtures, fittings, furniture, floors, articles and things belonging to the Council therein during the Hirer's occupation (the value of such damages being assessed by the Council) and shall leave the facilities and grounds hired or to which the Hirer has access and the fixtures, fittings, furniture, articles and things therein in as clean and good condition as they were at the time of entry.

Nothing shall be hung, lodged or suspended against or attached to the walls except by prior arrangement with the Council.

No light of any kind beyond the ordinary lights provided by the Council shall be put up or used except with the previous consent of the Council. In the event of any unauthorized light being put up, the same may be removed by the officers or servants of the Council and if anything is done in the preparation for or during any event which in the opinion of the Council may cause danger from fire, the same may be stopped, prevented and removed by 6 servants of the Parish Council who may do such acts and things or take such precautions as they may think necessary for preventing such danger, and all expenses incurred thereby shall be paid by the Hirer on demand.

Stiletto heels, studded or dirty footwear and marking soles are prohibited in all parts of the building, including the showers, changing rooms and lavatories.

Anything inflammable or explosive is prohibited from the Pavilion, including gas bottles or any articles producing an offensive smell. Gas bottles for catering or heating purposes are not allowed.

Bouncy castles are prohibited in the Meads, except with the Council's prior permission.

In the event of the Pavilion or grounds or any part thereof being rendered unfit for the use for which it has been hired, the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.

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 children.

EMERGENCIES

The Hirer and/or other responsible persons present should be conversant with the location of the first aid and fire fighting equipment and the procedures for emergency evacuation of the premises. Such persons should do their best to ensure a complete, safe and orderly evacuation in the event of any emergency.

PAYMENT FOR THE HIRE

The current hire charges are available from the Parish Clerk.

Cheques should be made payable to Hormead Parish Council.

CANCELLATION OF THE HIRE

The Council reserves the right to cancel the Hiring Agreement if the Hirer fails to observe any of the conditions relating to payment, or if the cheque or similar instrument of payments fails to be honoured by the party on which it is drawn.

The Council reserves the right to cancel the Hiring Agreement at any time, or prohibit the continuation of an event, if it is considered that the Hirer has failed to comply with any of the Conditions of Hire, or that the continuation of the hire is undesirable. In such circumstances the Hirer shall forfeit the whole of the fees paid for the hire, and the Council shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

CAR PARKING

A car park is provided and should be used. Vehicles must not be allowed to park beyond the confines of the Car Park and the cost of repairing any damage resulting from failure to observe this condition will be paid by the Hirer on demand. Vehicles are parked at the owner's risk and the Council will not be responsible for any injury, loss or damage arising from the presence of the vehicles or from the actions or omissions of the vehicles' owners or drivers.

SUNDRY ITEMS

Users of the Meads are responsible for safeguarding their own personal effects or other property and all items brought into the Meads shall be placed and or used there at their own risk. In their own interests, it is suggested that organizers might care to effect Public Liability Insurance for events organized by them.

All equipment, goods or appliances brought into the Meads for use during the period of the hire shall be removed at the end of that period, unless prior arrangements have been made with the Council. Hirers will be allowed not more than one hour to clean up and vacate the facilities after the end of the hire period, unless prior arrangements have been made with the Council.

Temporary decoration shall not be erected or fixed in any way to any part of the Pavilion or Meads without the prior consent of the Council.

All refuse resulting from the hire shall be removed from the premises by the Hirer, unless prior arrangements have been agreed with the Council for it to be placed by the Hirer in plastic sacks and stacked outside the Pavilion as directed by the Council, or dealt with as otherwise directed by the Council.

No activity shall be carried out in any part of the facilities that might constitute a risk either to Health and Safety or to the Pavilion, the Meads and surroundings.

RIGHT OF ENTRY

The Parish Council, its employees, or persons authorized by them, shall have the right of free and unimpeded entry to the premises at all times.

In the event of a Hirer failing to observe and perform all or any of the above mentioned conditions, which on the Hirer's part are to be observed and performed, the Parish Council shall be at liberty to enter upon the premises and to terminate the hiring without previous notice in writing to the Hirer, who shall not be entitled in such event to recover any charges.

Colin Marks
Clerk to Hormead Parish Council
April 2012