

HACCOMBE-WITH-COMBE PARISH COUNCIL

CONDITIONS OF HIRE FOR HEARN FIELD

DEFINITIONS

1. In the context of this Hire Agreement,
 - a) The Hirer shall mean the person who has signed this Hire Agreement.
 - c) The Premises shall mean the Pavilion and or Field area and Car Park

BOOKING

2. This hire agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.
3. The Hirer must be aged 18 years or over and agrees not to sublet or transfer this booking to any other person or organisation.
4. No booking will be deemed confirmed until HACCOMBE-WITH-COMBE PARISH COUNCIL has received:
 - a) A completed and signed Hire Agreement from the Hirer, and
 - b) A non-refundable booking deposit. (The amount of deposit will be dependent on the nature of the booking, whether a one off event or a regular booking).
5. A surety deposit will be charged and is used as a guarantee against damage to the property, breakages and the breach of any of the conditions of this agreement. Providing everything is in order at the end of the hire period AND following a satisfactory inspection by HACCOMBE-WITH-COMBE PARISH COUNCIL, this deposit will be refunded within 14 days.
6. The hire charges, less any deposit already paid, must be paid in full at least 28 days PRIOR to hire period. Failure to pay the remaining hire charges on time will result in automatic cancellation of the booking and the forfeiture of any deposits already paid.
7. The Hirer shall have use of the Premises during the hours stated on this Hire Agreement and shall vacate the Premises promptly at, or before, the end of the hire period. Setting up, clearing away, cleaning and tidying MUST be carried out DURING the HIRE PERIOD. Failure to do so will result in the loss of the surety deposit.
8. The Hirer must leave the Premises clean and tidy and all equipment stored as required. Floors must be swept; toilets and sinks must be left clean and tidy. Tables are to be wiped over; chairs are to be stacked. General rubbish must be placed in the appropriate wheelie bin. Recyclable rubbish must be placed in designated boxes. Broken glass must be wrapped before disposal. No liquids to be emptied into the bin. Large events require notice to Teignbridge District Council to arrange removal of rubbish. Failure to do so will result in the loss of the surety deposit.
9. Before vacating the Premises, the Hirer must ensure that water taps, heating, refrigerator, water heater and lights are switched off, and all doors are securely closed.
10. The Hirer is liable for the costs of any additional cleaning, together with damage and breakage that occurs during the hiring period which is not limited to the surety deposit.
11. The Hirer is responsible for abiding by the 'Hearn Field Rules for Use' and the conduct of all individuals attending during the period of hire.

USE OF PREMISES

12. The Premises shall be used for community purposes between the hours of 07.00 and 23.30 only.
13. No illegal or immoral activities are permitted to take place on the Premises, and the Hirer shall ensure compliance with all the relevant legislation, orders, regulations and licenses.
14. If the Hirer intends to use the Premises for a licensable activity, including the sale of liquor, then the Hirer must obtain the relevant licences prior to the event. The Hirer MUST advise HACCOMBE-WITH-COMBE PARISH COUNCIL that the Hirer intends to apply for a such a licence before an application is submitted. A copy of this licence must be provided to HACCOMBE-WITH-COMBE PARISH COUNCIL before the start of the hire period and must be displayed at all times during the event. Failure to do so will result in the event being cancelled.
15. No more than 5 hours of amplified music and all music and/or dancing MUST STOP at 11.00pm in order to comply with environmental regulations.
16. The Hirer, or the Hirer's invitees or visitors, must not cause annoyance or nuisance to local residents or adjoining occupiers by the playing of loud music, parking in front of driveways etc.
17. No alterations or additions shall be made to the Premises without the written consent of HACCOMBE-WITH-COMBE PARISH COUNCIL and any such work shall be completed at the Hirer's cost and to HACCOMBE-WITH-COMBE PARISH COUNCIL's satisfaction.
18. No temporary structures may be erected without prior agreement and consent of HACCOMBE-WITH-COMBE PARISH COUNCIL
19. Decorations, notices or similar MUST NOT be fixed to painted walls by any means nor by staples to the notice boards. Decorations and notices may be only fixed to the notice boards with drawing pins, or to gloss paintwork with blue-tack, and MUST be removed before vacating the Premises. Any damage to plaster, woodwork or notice boards will be deducted from the Hirer's surety deposit.
20. No advertising or publicity material will be displayed inside or outside the building without the prior approval of HACCOMBE-WITH-COMBE PARISH COUNCIL.
21. Parking is restricted to the car park during the hire period unless agreement is sought prior to the event for parking outside of the hired period or for parking within the gated area.

INSURANCE

22. It shall be the responsibility of the Hirer to effect adequate Public Liability Insurance to cover risks arising out of the use of the Premises by the Hirer and or the Hirer's invitees or visitors.
23. The Hirer will indemnify HACCOMBE-WITH-COMBE PARISH COUNCIL against any loss, damage, claim or expense howsoever arising, caused, or occasioned during the Hirer's use of the Premises.

HEALTH & SAFETY

24. The number of persons using the Pavilion at any time must not exceed 70 persons seated
25. The Hirer is deemed to be the 'Responsible Person' within the context of the Regulatory Reform (Fire Safety Order) Order 2000, unless the Hirer notifies HACCOMBE-WITH-COMBE PARISH COUNCIL in writing of the nomination of

another person who will be present during the period of hire. It is the duty of the Responsible Person to:

- a) Familiarize themselves with the fire escape routes,
- b) Ensuring that fire escape routes are kept clear of any obstructions
- c) Establishing a suitable means of contacting the emergency services, and
- d) In the event of a fire, ensure that the pavilion is evacuated and the fire brigade summoned.

EQUIPMENT

26. All equipment can only be used within the facility and must not be removed.
27. HACCOMBE-WITH-COMBE PARISH COUNCIL accepts no responsibility for any equipment or property brought onto or left at the Premises and all liability for loss or damage is hereby excluded.
28. The Hirer must not leave belongings or equipment on the Premises without the written consent of HACCOMBE-WITH-COMBE PARISH COUNCIL and any items left in the building with HACCOMBE-WITH-COMBE PARISH COUNCIL's approval are left at the owner's risk. Any belongings left in the Premises without prior agreement from HACCOMBE-WITH-COMBE PARISH COUNCIL will be treated as abandoned and may be disposed of by HACCOMBE-WITH-COMBE PARISH COUNCIL and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

CANCELLATION

29. If the Hirer cancels the booking 28 days or more before the commencement of the hire period, the Hirer will only forfeit the non-refundable booking deposit. If the Hirer cancels the booking less than 28 days before the commencement of the hire period, the Hirer will forfeit 50% of the total hire charge in addition to the non-refundable booking deposit.
30. HACCOMBE-WITH-COMBE PARISH COUNCIL reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or, the Hall reasonably considers that:
 - a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
 - b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
 - c) the Premises have become unfit for the use intended by the HirerIn any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the HACCOMBE-WITH-COMBE PARISH COUNCIL shall not be liable for any resulting direct or indirect loss or damages whatsoever.
31. HACCOMBE-WITH-COMBE PARISH COUNCIL reserves the right to cancel the hiring if the Hirer breaks any of these conditions and the Hirer will forfeit any deposits paid.