

HACCOMBE-with-COMBE PARISH COUNCIL

HEARN FIELD: HIRE AGREEMENT

This Hire Agreement between the HACCOMBE-with-COMBE Parish Council (the PARISH COUNCIL) and the HIRER sets out the terms and conditions for the reservation and use of the Hearn Field Pavilion and/or Field Area and Car Park for community-based and other events.

By returning a completed and signed Booking Form the HIRER agrees to all the provisions of this agreement, as follows:

1.0 BOOKING

1.1 This Agreement is only for the use of facilities identified on the Booking Form. It does not create any right of exclusive occupation or any interest in the facilities. Rights included in this Agreement may not be assigned to a third party.

1.2 The “HIRER” will be the person/organisation **identified on the Booking Form**, and the form will be signed by a person/representative **aged 18 years or over**.

1.3 The HIRER shall have use of the Premises for the period stated on the Booking Form, not outside the period of 07:00 and 23:00hrs. The Premises will be vacated promptly at, or before, the end of the hire period, unless by prior agreement.

1.4 The booking may be confirmed only after the PARISH COUNCIL has received from the HIRER:

- A completed and signed Booking Form which is part of this agreement, and
- The hire fee in full not later than the due date. (*Refer section 2.0 Financial*)

1.5 Bookings will be confirmed by the PARISH COUNCIL in writing subject to availability. The PARISH COUNCIL reserves the right to refuse or to later cancel a booking on the basis of its own community-based criteria (*refer section 3.0 Cancellation*).

2.0 FINANCIAL

At the discretion of the PARISH COUNCIL, as follows:

2.1 Payment will be made in full not later than 28 days PRIOR to hire period.

2.2 Hire charges will be calculated on a daily or hourly basis plus a surety deposit where charged.

2.3 A Surety Deposit may in some instances be charged. This is a guarantee against damage to the property, breakages and the breach of any of the conditions of this agreement. This will be refunded within 14 days of the end of the hire period, and following a satisfactory inspection of the facility.

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2.4 The **HIRER will indemnify** the PARISH COUNCIL **not limited to any Surety Deposit already paid**. This being for any costs associated with additional cleaning, making good any damage, breakage, claim or expense or other cause occasioned during the HIRER's use of the Premises.

3.0 CANCELLATION

3.1 **To receive a full refund** the HIRER may not cancel later than 28 days before the event.

3.2 The PARISH COUNCIL **reserves the right to refuse or cancel a booking** by written notice to the HIRER in the following events:

- The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum, or
- the Premises having for any reason become unfit for the use intended by the HIRER
- the Premises being required for other community-based purpose at the discretion of the PARISH COUNCIL

In any such case the HIRER shall be entitled to a refund of any hire fees paid, but the PARISH COUNCIL shall not be liable for any resulting direct or indirect loss or damages whatsoever.

3.3 The PARISH COUNCIL **reserves the right to cancel or stop the event if the HIRER breaks any of the terms and conditions in this Agreement**, and the HIRER may forfeit any indemnity deposit paid. Furthermore, the PARISH COUNCIL shall not be liable for any resulting direct or indirect loss or damages whatsoever.

This including:

- a breach of the licensing conditions, or other legal or statutory requirements, or
- unsuitable or unsafe activities at the discretion of the PARISH COUNCIL

4.0 LICENCED ACTIVITIES

4.1 **The HIRER MUST advise the PARISH COUNCIL on the booking form** if they intend to use the Premises for a licensable activity including the sale of liquor.

4.2 The HIRER must **prior to the event both obtain the relevant licence and supply a copy to the PARISH COUNCIL**.

4.3 **A copy of the licence must be displayed at all times during the event**.

Failure to fulfil any of these requirements for licenced activities may result in the event being cancelled or stopped.

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5.0 HEALTH & SAFETY

5.1 The **HIRER is deemed to be the 'Responsible Person'**, unless the HIRER notifies the PARISH COUNCIL in writing of the nomination of another person who will be present during the period of hire.

The Responsible Person will:

5.2 **Perform a risk assessment** in advance of their activity, and

5.3 **Manage health and safety on site, including:**

- Familiarizing themselves with the fire escape routes
- Ensuring that fire escape routes are kept clear of any obstructions
- Establishing a suitable means of contacting the emergency services, and
- In the event of a fire, ensuring that the pavilion is evacuated and the fire brigade summoned

5.4 **Ensure adequate First Aid provision** appropriate for the nature of their event.

6.0 INSURANCE

6.1 The **HIRER will arrange and provide proof of their own Public Liability Insurance in the following circumstances:**

- Clubs and groups who hire facilities on a regular basis. Eg Scouts, WI, fitness/dance classes.
- Businesses or commercial organisations who hire facilities for an event.

6.2 The **HIRER does not need to arrange their own Public Liability Insurance for non-commercial events** and with the approval of the PARISH COUNCIL. In these circumstances the HIRER will be covered by the PARISH COUNCIL's Public Liability Insurance:

- One-off events like a wedding reception or birthday party.
- Activities for the benefit of the local community eg a pensioners' lunch club, coffee morning etc.

7.0 USE OF PREMISES

7.1 The **HIRER will check the facility in advance of booking** to ensure it's appropriate and safe for the required use.

7.2 The **HIRER is responsible for the conduct of all individuals attending ***, and ensuring compliance with all relevant legislation, orders, regulations and licenses. (* Refer the *Hearn Field Rules* available on the Parish Web site and posted at the Pavilion).

7.3 The **Premises shall be used for the hire period, not outside the hours of 07.00 and 23.00 only.** This to include all activities of setting up and completion unless by prior consent.

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7.4 Music volume will not cause annoyance to adjoining residents. Amplified music **MUST STOP** at 10:30pm to comply with environmental regulations.

7.6 Parking is restricted to the designated car park during the time of the hire period. Parking at other times or in other areas will only be allowed with the prior consent of the PARISH COUNCIL.

7.7 No displays, alterations or additions shall be made to the Premises without the prior consent of the PARISH COUNCIL. This including:

- Advertising or publicity material inside or outside the building
- Notices, decorations or similar fixed to painted walls by any means
- Temporary structures erected within the grounds

With consent any such work shall be completed at the HIRER's expense and to the PARISH COUNCIL's satisfaction. Any damage to plaster, woodwork or notice boards may be deducted from the HIRER's surety deposit.

7.8 The HIRER must leave the Premises clean, tidy, equipment stored and the facility secured (Refer checklist: *Hearn Field – Checklist at the end of your event*). Failure to do so may result in the loss of the surety deposit.

7.9 The HIRER will provide sufficient bin bags and arrange their removal at the end of the event.

8.0 EQUIPMENT and OTHER PROPERTY

8.1 Hearn Field equipment can only be used within the facility and must not be removed.

8.2 Breakages must be reported to the PARISH COUNCIL, and made safe as appropriate.

8.2 Equipment and other property brought onto the Premises, whether with or without the permission of the PARISH COUNCIL, **is at the owner's risk.**

8.3 The HIRER must not leave equipment or other property on the Premises without the prior consent of the PARISH COUNCIL.

8.4 Belongings left on the Premises with or without prior consent remain at the owner's risk, and the PARISH COUNCIL accepts no responsibility for loss or damage. These may ultimately be treated as abandoned and disposed of at the discretion of the PARISH COUNCIL. The HIRER may then be charged any costs incurred in storage, selling or otherwise disposing of the same.