Melbourn Parish Council
Community Pavilion and Recreation Grounds

Terms and conditions of Use and Hire for the Community Pavilion and Recreation grounds

Melbourn Parish Council (MPC) facilities are hired or allocated to _____ *the Hirer* under the following *terms and conditions*.

Note: In these terms and conditions the expression '*the Hirer*' shall include any person acting for and on behalf of a Club. The term 'facilities' includes the Community Pavilion and Recreation Grounds, as indicated on the Booking Form.

Signature : _____

TERMS AND CONDITIONS OF USE AND HIRE

GENERAL

Bookings

- The right to refuse the hire of the facilities to any person or organisation is reserved by MPC.
- Bookings will not be taken within 3 days of the booking date except at the discretion of the Clerk.
- *The Hirer* must give 72 hours' notice to the Clerk to MPC if they do not intend to use any booking. Failure to cancel the booking in good time may render *the Hirer* liable to pay the hire charge.
- Should the Clerk to MPC, before hiring commence, be of the opinion that the hiring is likely to prove objectionable or undesirable they shall have full power in their absolute discretion to cancel the letting to *the Hirer* and return any money paid by *the Hirer*, and in that event MPC shall not be liable to pay any compensation to any person in respect of the cancellation.
- MPC reserve the right to impose at any time, extra or special conditions in respect of every, or one, hiring of the facilities and the intention to make such extra or special conditions will be notified to the person applying for hire at the time of booking.

Conditions

- No admission charge shall be made to any function, except by a recognised club or society.

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- *The Hirer* shall not use the facilities for any purpose other than that specified herein.
- *The Hirer* shall not share, sublet or assign the benefit or any permission to use the facilities hired.

Licences

- The Pavilion and Recreation grounds are *not* licensed for the sale of alcohol. Hirers are therefore responsible for arranging a temporary event licence (if required) and for meeting the obligations of the licence. T*he Hirer* shall produce such license to the Clerk to MPC before the commencement of the hiring.
- The facilities are not licensed with the Performing Rights Society, and only limited music is permitted for private functions.
- *The Hirer* shall be entirely responsible for obtaining any licence that may be required by law, having regard to the nature of the function, and indemnifying MPC against any claims, which may arise from the failure to do so.

Safety and Indemnity

- Children must be supervised at all times.
- Any person working or volunteering as a coach with young children or vulnerable adults must provide copies of a valid CRB certificate and public liability insurance to the Clerk to MPC.
- Hirers must appreciate that their own safety and that of others also depends upon their individual conduct and vigilance while on MPC premises. *The Hirer's* nominated responsible person is required to sign an acknowledgement of their responsibility as part of the booking contract. Both *the Hirer* and its representative are responsible for the health & safety of their group during the use of the facilities.
- *The Hirer* must report any accident immediately to the Parish Office by completing an accident report form and logging the accident in the book kept for that purpose in the Pavilion.
- Evidence of appropriate insurance, policies, etc must be given to the Clerk on request.
- MPC does not accept responsibility for the loss of private property.
- *The Hirer* is responsible for its members and should ensure that *the Hirer*'s Code of Practice or other guidelines are implemented. If applicable, *the Hirer* must provide the Clerk to MPC with a copy of such code of practice or guidelines.
- *The Hirer* shall indemnify MPC from and against any damage, liability, actions, claims, costs, demands or proceedings arising out of or in connection with or incidental to the use of the facilities during the period of the hiring including any breach of any condition of hiring contained herein and including any injury to any persons or any loss of or damage to any property within the facilities.

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- *The Hirer* shall not permit or suffer to be done on the Community Pavilion or Recreation grounds anything, which may be of nuisance or annoyance or cause inconvenience to the general public or owners and occupiers of adjoining or neighbouring property.
- *The Hirer* acknowledges the right of MPC authorised officers, staff, or agents to enter upon the facilities at any time during the period of hiring and determine the hiring forthwith in the event of any breach of any conditions herein contained.
- ***The Hirer*** **shall ensure that all vehicles using the car park in connection with this hiring shall be so parked as to prevent any possible obstruction to the access way to the Recreation grounds for emergency vehicles or block any entrance to the Nursery School.**
- No vehicles are permitted on the New Recreation ground without the express permission of the Clerk to MPC.
- The Moor car park closes at 6pm during October to March and 8pm during April to September and has a locked gate to prevent use out of hours. A key for the gate is provided, however it's use is strictly for emergency vehicle access and pre approved purposes only. By agreeing to these terms, *The Hirer* is bound to the Key Holder Agreement, attached to these terms and conditions.

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THE PAVILION

- The *Hirer* must not leave the Pavilion unlocked and unattended.
- *The Hirer* shall at all times keep the access to fire doors unblocked.
- *The Hirer* shall be responsible for any damage within the Community Pavilion during their hire period.
- No sports shoes other than non-marking soled types may be worn when entering the main area of the Community Pavilion. Football boots **must be removed** before entering any part of the Community Pavilion. Surfaces must be left clean, safe and dry for all users.
- It is *the Hirer's* responsibility to ensure that no more than 60 people are in the Pavilion at any one time.
- MPC shall not be responsible for any loss or damage to any property arising out of hiring, nor for any loss, damage, or injury which may be incurred by, or be done, or happen, to any person or persons resorting to the Community Pavilion during the hiring, arising from any cause whatsoever, or for any loss due to any breakage of machinery, failure of the supply of electricity, leakage of water, sewage, fire, government restriction, or Act of God, which may cause the Community Pavilion to be closed or the hiring to be interrupted or cancelled.
- *The Hirer* shall indemnify MPC against any claim, which may be made by any person resorting to the Community Pavilion during the hiring in respect of any such loss, damage or injury.

Use of Equipment

- *The Hirer* is responsible for the setting up and tidying away of equipment appropriately and clearing away any litter produced by *the Hirer* or club members within the Community Pavilion.
- Pavilion equipment and furniture must not be removed from the building.
- At the start of each session, *the Hirer* must inform the Parish Office of any defects/damage within the Community Pavilion. *The Hirer* will be responsible for any damage not brought to the attention of MPC.
- *The Hirer* is responsible for the safe operation of all equipment they bring into the Community Pavilion. Electrical equipment must be used in a safe manner in accordance with the *Electricity at Work Regulations 1989* and must have a current *Portable Appliance Tested (PAT)* label.
- Any *Hirer* noting any questionable defect in the Community Pavilion's electrical facilities should report it immediately to the Caretaker, and where appropriate cease using the faulty appliance.

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At the end of the Booking

- **All Hirers** of the Pavilions must ensure that all lights are turned off (inside and out), the alarm is set, all doors to the Pavilion locked and the external gate locked.
- The key must be returned to the key safe. **Any lost keys will be charged for**.
- *The Hirer* shall at the expiration of the period of the hiring leave the Community Pavilion in a clean and orderly state. MPC may, if it thinks fit, charge *the Hirer* for any expense incurred as a result of the Community Pavilion being left in a dirty, disorderly or damaged state and charge to *the Hirer* the cost of remedying any defect or disrepair or for any damage caused to the Community Pavilion, furniture, equipment, or fittings during the period of the hire, retaining towards such charge all or any part of the deposit paid.
- *The Hirer* shall ensure at the expiration of the period of hiring that all electrical installations and lights are switched off and water fittings are turned off. MPC may if it thinks fit charge *the Hirer* for any extra expense it may incur as a result of them not complying with this condition of hiring.
- *The Hirer* (except those using the Home and Away Changing Facilities only) shall ensure that all doors are closed, all rubbish, boxes, goods, etc., are taken away, and the Community Pavilion is swept (and mopped if liquids spilt), and left in a clean and tidy condition, ***except where a £10 cleaning fee has been paid in advance.***
- All music **must** cease by 11.00 pm. Outdoor music is **not** permitted.
- The premises must be empty of people and the building secured by the end of the booking period, which must be no later than 11.30 pm.
- **MPC request that hirers respect the needs of local residents and leave the premises and area promptly and quietly.**

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THE RECREATION GROUNDS (including use as football pitches)

- *The Hirer* must inspect the grounds they are using and permit use only if they are 'fit for purpose' and deemed suitable and safe for use.
- When being used as a football pitch MPC reserve the right to cancel matches if the pitch is not in a suitable condition. Hirers will be informed of any cancellations by telephone and/or text as early as possible, but not later than 07:30 on the morning of the match.
- Use of the recreation grounds despite being deemed unsuitable for play by MPC, may result in a charge to *the Hirer* for re-instatement.
- Hirers are responsible for checking the area they are using for rabbit holes or other trip hazards. Soil and a shovel are provided for filling in any identified trip hazards.
- Hirers of the Recreation Grounds are responsible for removing dog poo from the area they are using.
- Hirers of the Recreation Grounds must leave the sites clean and tidy – putting rubbish in the bins available.
- No drink containers other than plastic may be taken onto the playing fields.
- *The Hirer* is responsible for the setting up and tidying away of equipment appropriately required by *the Hirer* or club member on the Recreation Grounds.

Use of Bouncy Castles

- Use of Bouncy castles is permitted when the Pavilion is also hired.
- Inflated Bouncy Castles **must never be left unattended**.
- *The Hirer* must be on site when the Bouncy Castle is delivered/collected.
- *The Hirer* is responsible for ensuring that the company used has suitable insurance policies in place.