

South Woodham Ferrers Playing Field Committee

Standard Conditions of Hire

These standard conditions apply to all hiring of the premises of South Woodham Ferrers Playing Field Committee and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Committee Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises, are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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 premises, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Committee Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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 in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Playing Field Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Playing Field Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Playing Field Committee and the Playing Field Committee employees, volunteers, agents and invitees against such liabilities.

(b) The Playing Field Committee shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Playing Field Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Playing Field Committee and the Playing Field Committee's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Playing Field Committee does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Playing Field Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Playing Field Committee to rehire the premises to another Hirer.

The Playing Field is insured against any claims arising out of its own negligence.

5. Gaming, betting and lotteries

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.

6. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

7. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the playing field management committee with a copy of their DBS check and Child Protection Policy on request.

8. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the fields Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the field's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

9. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall comply with any other licensing conditions for the premises.

10. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

11. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

13. Stored equipment

The Playing Field Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Playing Field Committee may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the playing field management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

14. Smoking

The Hirer shall ensure that anyone wishing to smoke disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. That disposal should be made into the receptacles provided and not into the flower beds, surrounding borders, onto nearby hard surfaces or the field itself.

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the playing field or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the playing field management committee **as soon as** possible and complete the relevant section in the Playing Field Committee's accident book.

16. Explosives and flammable substances

The hirer shall ensure that Highly flammable substances are not brought into, or used in any part of the premises.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than as agreed to by the Playing Field Committee.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Playing Field Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Playing Field Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Playing Field Committee.

The Playing Field Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use by any of its non casual hirers.
- (b) the premises being required for use by the village hall
- (c) the Playing Field Committee reasonably considering that
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (d) the premises becoming unfit for the use intended by the Hirer
- (e) an emergency requiring use of the premises for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Playing Field Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of hire

The Committee undertakes to provide the Hirer with premises that are clean, tidy and fit for the Hirer's intended use.

The Committee expects the Hirer to leave the premises clean, tidy and undamaged after each hire.

In the event that this does not happen, the Hirer will be charged for the cost of cleaning or repair. Such a payment will be deducted from any deposit paid by the Hirer. Non-payment of this charge may result in a suspension of the Hirer's use of the Committee's facilities.

Repetition of the failure to leave the premises clean (and undamaged) may result in the banning of the parties involved, at the discretion of the Committee.

Users of the Village Hall's Changing Rooms must endeavour not to bring mud and dirt into the changing rooms on their boots/shoes or other equipment. Accepting that this may be inevitable, under some circumstances, the Hirer is responsible for ensuring that all the Changing Rooms (Home, Away and Officials) are left clean for the next user.

22. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Playing Field Committee Secretary.

Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Playing Field Committee remain in the premises at the end of the hiring. It will become the property of the playing field unless removed by the Hirer who must make good to the satisfaction of the playing field any damage caused to the premises by such removal.

23. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.