

Ashurst Wood Village Council

CONDITIONS OF HIRE JOHN PEARS PAVILION

1. APPLICATION FORM

All applications for the hire of pavilion facilities must be made in writing on the Village Council's official application form and forwarded to the Village Council offices. The Village Council reserves the right to refuse any application. If the Village Council accepts the application, the person, or persons, signing the application form, who must be 18 years of age or over, shall be deemed to be the hirer as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Village Council for the payment of the hiring fees and charges, and for the strict observance of these Conditions of Hire.

2. HIRE PERIOD

Sports pavilions are available for hire on an hourly basis during the following periods
Monday to Sunday : 9 a.m. – 9 p.m.

3. FEES AND CHARGES

All fees and charges for hire of pavilion facilities are contained in the current Village Council charges booklet. All fees and charges are levied according to the rate applicable on the date of the hire session and not the date of making or confirming an application for hire.

4. PAYMENT OF FEES AND CHARGES

Payment of all approved fees and charges due **MUST** be made prior to the date and time of the booked session. The hirer shall pay such approved fees and charges within seven days of the receipt of the Village Council's official account, or by the stated payment date. Non payment of fees and charges due by the hirer, by the day preceding the date of the hire session, will render the hire session subject to cancellation by the Village Council, at the Village Council's discretion.

Payment of the official account for casual bookings shall be made by cash, crossed cheque or postal order made payable to **Mid Sussex District Council** and forwarded to the Village Council at its Office. Payment of official accounts for Seasonal User Agreements may additionally be made monthly by bankers order payable on the first day of each month of the activity season.

The hirer shall pay the Village Council the approved fees and charges for the hire of facilities irrespective of whether the hirer utilises the whole, or any part, of the period

of hire as specified on the official account.

5. CANCELLATION

Hire of any pavilion facility booked as a casual hiring is subject to consideration of refunds on fees and charges paid for cancellation of any hire session.

Where a hire session(s) is cancelled by the Village Council the hirer will be entitled to either a refund to the value of the amount paid for that hire session or an alternative date and session time for the activity.

If the booked session is cancelled by the hirer for any reason, written notice must be received by the Village Council twenty-eight (28) days prior to the date of the booked session before a refund can be considered. No refunds will be granted for cancellation of a hire session without such written notice of cancellation being received. Failure of the hirer to give such written notice to the Village Council shall render the hirer liable for all charges in respect of the cancelled hiring.

Should a booking be made less than 28 days prior to the date of the booked session payment must accompany the application form.

7. DAMAGE TO THE FACILITY

The hirer shall pay the cost of any works of repair required to be undertaken by the Village Council as a result of unnecessary and avoidable damage to the facility resulting from the hiring.

The hirer must report the occurrence of any such damage to the Village Council on the first working day following the hiring.

8. PUBLICITY MATERIAL

The hirer shall not use the facility for any purpose other than the purpose stated on the application form and approved in advance by the Village Council. All publicity produced in connection with a hiring must be approved by the Village Council before being issued for display.

9. SUB LETTING

The hirer shall not sublet or assign the benefit of any permission granted by the Village Council to use a pavilion facility, without the prior written approval of the Village Council.

10. INDEMNITY AND INSURANCE **(for advice on insurance matters please contact the Village Council).**

The hirer shall indemnify the Village Council from and against any action, claims, costs, demands and proceedings, howsoever arising out of, or in connection with, or

incidental to the use of the pavilion facility during the period of the hiring, including any breach of any condition of hiring contained herein and including the injury of any person, or loss of, or damage to any property within the facility [except that arising from negligence as defined in Section 1(i) of the Unfair Contract Terms Act 1977].

In addition, the hirer shall obtain a policy of insurance against third party risks/public liability to the value of £2 million. A copy of the policy must accompany the application for hire or be received not less than fourteen days before the date of the first hire session, except in circumstances approved by the Village Council.

11. GOOD ORDER

The hirer shall be responsible for good order being kept throughout the period of the hiring, and the Village Council may charge the hirer for any expenses incurred by him/her in engaging Police Constables or security personnel to preserve order prior to, during, or after the period of the hire session.

12. RIGHT OF ENTRY

The hirer acknowledges the right of the Village Council and its duly authorised officers and servants to enter upon the facility at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained.

13. PROHIBITION OF HIRING

Should the Village Council be of the opinion that the hiring is likely to prove of an objectionable or undesirable character, or require the use of the facility for any activity organised, or sponsored by them, or require the facility to be closed for any reason whatsoever, they shall have full power to cancel the hiring and return any money paid by the hirer, but in that event the Village Council shall not be liable to pay any compensation to any person in respect of that cancellation.

14. UNLAWFUL OR ILLEGAL ACTIVITIES

The hirer shall not cause, or permit any hired facility to be used for, any unlawful or illegal activity. If it appears to the Village Council likely that such activity will take place during the proposed hiring, the Village Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited.

15. PERIOD OF HIRE AND SURCHARGE

The hirer must adhere to the times of hire as stated on the official account and must ensure that the facilities are vacated on or before the end of the hire session. Should the time of hire be exceeded, the Village Council reserves the right to levy a surcharge not exceeding the session hire charge for the activity previously booked, with a

minimum of one session charged and any additional staffing costs.

16. UNDESIRABLE SUBSTANCES

No articles of an inflammable, explosive, dangerous, noxious or offensive nature may be brought into the facility without the written authorisation of the Village Council.

17. HAWKERS AND VENDORS

No hawker, vendor, collector or canvasser shall be admitted to the facility without the written authorisation of the Village Council.

18. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held in the facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Village Council, and the relevant statutory licence of permit has been obtained.

19. HIRER'S EQUIPMENT

Hirer's equipment or property may only be stored with the prior consent of the Village Council. Any such property shall be stored entirely at the risk of the owner and the Village Council shall not accept responsibility for any loss of, or damage to, any equipment or property stored.

20. TEMPORARY CLOSURE

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer agrees that the Village Council shall not be liable for any loss or claims arising from such closure.

21. BROADCASTING OR FILMING

No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent, in writing, from the Village Council. Applications for such consent are to be made at least twenty eight (28) days before the date of the proposed recording or transmission.

22. CAR PARKING

The hirer shall be responsible for the control of all motor vehicles belonging to the hirer or any other user of the facility under hire by the hirer, within the grounds of the facility. Vehicles must be parked only in designated parking areas. The parking of

vehicles on grass without the written authorisation of the Village Council is prohibited and is an offence under Mid Sussex District Council's bylaws, which on summary conviction carries a fine not exceeding £100. Under no circumstances will the Village Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.

23. BYLAWS AND STATUTORY REQUIREMENTS

The hirer must comply at all times with all bylaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities.

24. FLY-POSTING

Advertising by means of fly-posting relating to the proposed hiring of a facility is strictly prohibited. Any advertising material affixed to property without the owner's consent will result in prosecution.

25. PAVILIONS

The hirer will also be responsible for :

a. The conduct of all users of the facility hired under the authority of the hirer during the hire session.

b. Basic cleaning of the facility hired at the end of each hire session. All facilities are to be left in a clean and tidy condition. Where facilities are not left in a clean and tidy condition, the Village Council reserves its absolute right to employ such cleaning resources as may be required and to recharge the full cost of such resources to the hirer. Basic cleaning materials and equipment is left in the pavilion by the Village Council. However, if an item of cleaning equipment is found to be missing as a result of negligence on the hirers behalf then it is the hirers responsibility to replace the item immediately.

c. Ensuring that the pavilion building is secured at the end of each hire session with particular reference to ;

the securing of all doors and windows,

all lights, and where applicable, heating to be switched off,

all showers and taps to be turned off,

all equipment to be secured and

all furniture to be secured and left in a clean and tidy condition.

d. All keys issued by the Village Council in connection with each hire session are to be collected from the Village Council's offices prior to the first hire session and returned immediately after use, as instructed by the Village Council at the time of

collection. The hirer will be required to pay for the replacement of any keys not returned.

26. LIMIT OF ADMISSION

Where the nature of the hiring so requires, the number of persons to be admitted by the Hirer shall be in accordance with the Fire Officer's requirements and shall be brought to the attention of the Hirer at the time of hiring and the Hirer, if specifically requested, shall keep a record of the number of persons admitted, to be available for inspection.

27. RIGHT OF ADMISSION

Notwithstanding any contractual arrangement with the Hirer, the Village Council reserves the right at its absolute discretion to refuse, or to direct the Hirer to refuse, admission of, or to evict any person from the facility without stating any reason therefore and shall not be liable for any compensation to the Hirer arising from such exclusion.

27. PUBLIC ACCESS

The public must not be prevented from having free access to the grounds of the facility without the written consent of the Village Council.

28. CONSENTS

Any consents or approval by the Village Council under these conditions shall be given in writing by the Village Council.

29. SPECIAL CONDITIONS

The Village Council reserves the right to modify any of these conditions, or to impose special conditions where the nature of an application, in the opinion of the Village Council, so demands.

30. CORRESPONDENCE

All correspondence with regard to the hire of Village Council facilities must be addressed to: Ashurst Wood Village Council, 20 – 22 Maypole Road, Ashurst Wood, West Sussex. RH19 3QN.

Email: clerk@ashurstwood-vc.gov.uk

Phone: 01342 823770.