

Sutton-in-Craven Parish Council

CONDITIONS OF HIRE SUTTON PARK PAVILION

These standard conditions apply to all hirers of the Park Pavilion. If the Hirer is in any doubt to the meaning of the following, the Clerk of the Council should immediately be consulted.

1. APPLICATION FORM

All applications for the hire of pavilion facilities must be made in writing on the Parish Council's official application form and forwarded to the Parish Council Clerk. Applications for the pavilion as part of a large event must be made by letter to the Parish Council. The Parish council refuses the right to refuse any application.

The person signing the booking form shall be deemed to be the hirer and must be 18 years of age or over.

Where the hirer indicates that he/she signs the application form on behalf of any club or organisation, they shall be deemed to have the authority of that organisation to sign on its behalf. All the officials of the club or organisation shall be deemed to be jointly and severally liable, with the applicant, for any breach or non-observance of these conditions.

The facilities will be used solely for the purpose/purposes described on the booking form. If the booking relates to a regular and continuing commitment, this one undertaking shall be binding for all occasions when the facilities are used by the hirer.

2. FEES AND CHARGES

All fees and charges for hire of the pavilion facilities are contained on the booking form. If permission for exclusive use of the Pavilion is given in normal Tea Room Opening hours an additional fee maybe required to cover loss of revenue. Parties booked which are catered for by the Pavilion Staff will be exempt from any additional fees for loss of revenue.

3. PAYMENT OF FEES AND CHARGES

Payment of all booking fees 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 Parish 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 Parish Council, at the Parish Council's discretion.

Payment of the official account for casual booking shall be made by cash (at the Park Pavilion) cheque or postal order made payable to Sutton Parish Council and forwarded to the Parish Council Office.

The hirer shall pay the Parish Council the approved fees and charges for the hire of the facilities irrespective of whether the hirer utilises the whole, or any part of, the period of hire as specified on the official account.

4. 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 Parish 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 Parish 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 Parish 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.

5. DAMAGE TO FACILITY

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity. The hirer must report the occurrence of any such damage to the Parish Council Clerk. 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.

6. PUBLIC MATERIAL

All publicity produced in connection with a hiring must be approved by the Parish Council before being issued for display.

7. SUB LETTING

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

8. INSURANCE

Sutton Parish Council shall not be liable for any loss or damage to any property, nor loss, damage or injury to any person or persons using the facilities during the hiring, arising from any cause. The hirer indemnifies the Sutton Parish Council against loss, damage or injury, howsoever caused. (It is recommended that the hirer should consider insuring himself/herself/themselves against any such possibilities).

9. CHILDREN

The HIRER shall ensure that any organised activities for Children comply with the Children Act of 1989 and any subsequent amendments and additions thereto and that only fit & proper persons who have passed appropriate CRB checks have access to the children. The HIRER shall provide the Parish Council with a copy of their CRB check and Child protection policy on request. A private children's party is exempt.

10. GOOD ORDER

The hirer is wholly responsible for the good behaviour and safety of all persons attending to use the facilities under hire.

11. RIGHT OF ENTRY

The hirer acknowledges the right of the Parish 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.

12. PROHIBITION OF HIRING

Should the Parish 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 full power to cancel the hiring and return any money paid by the hirer, but in that event the Parish Council shall not be liable to pay any compensation to any person in respect of that cancellation.

13. 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 Parish Council likely that such activity will take place during the proposed hiring, the Parish Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited.

14. 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 Parish 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 costs.

15. 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 Parish Council.

16. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held in the facility hired, except such 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 Parish Council, and the relevant statutory licence of permit has been obtained.

17. HIRER'S EQUIPMENT

Any such property shall be stored entirely at the risk of the owner and the Parish Council shall not accept responsibility for any loss of, or damage, to any equipment or property stored.

18. 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 Parish Council shall not be liable for any loss or claims arising from such closure.

19. BROADCASTING OR FILMING

No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent from the Parish Council.

20. CAR PARKING

Permission is required from the Parish Council to park any car in the park. 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 the grass without the written authorisation of the Parish Council is prohibited. Under no circumstances will the Parish 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.

21. BYELAWS AND STATUTORY REQUIREMENTS

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

22. FLY-POSTING

Advertising by means of fly-posting relating to the proposed hiring of a facility is strictly prohibited.

23. PAVILION

The hirer will also be responsible for:

- a) The provision of all information, instructions and/or supervision as necessary to ensure the safety of any activity for which the facilities are to be used.
- b) Sufficient qualified supervisors (over the age 18) must be in attendance at all times during the hiring.
- c) Confining members to those parts of the facilities which have been included in the agreement.
- d) 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 Parish 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 Parish Council. However, if an item of cleaning equipment is found to be missing as a result of negligence on the hirer's behalf then it is the hirer's responsibility to replace the items immediately.
- e) 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 to be switched off,
all taps to be turned off
all equipment to be secured and
all furniture to be secured and left in a clean and tidy condition.
- f) All keys issued by the Parish Council in connection with each hire session are to be collected from the Clerk or authorised staff and returned immediately after use, as instructed at the time of collection.

24. 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 number of persons admitted, to be available for inspection.

25. RIGHT OF ADMISSION

Notwithstanding any contractual arrangement with the Hirer, the Parish 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.

26. PUBLIC ACCESS

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

27. SPECIAL CONDITIONS

The Parish 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 Parish Council, so demands.

28. CORRESPONDENCE

All correspondence with regard to the hire of Parish Council facilities must be addressed to: Sutton-in-Craven Parish Council, 9 North Avenue, Sutton-in-Craven BD20 7NN