

CHURCH CROOKHAM PARISH COUNCIL
TERMS AND CONDITIONS OF HIRE OF THE FIVE-A-SIDE MUGA

Church Crookham Parish Council's Regular/Block Booking Facility Hire Agreement is subject to the standard Terms and Conditions of Hire herewith. **NO** exclusion or variation of any term or condition can apply unless specifically agreed in writing.

1. INTERPRETATION

- a. In these conditions the following words and expressions shall have the following meaning:
- b. "*Block booking*". Clubs, associations or organisations representing affiliated clubs or local leagues are VAT exempt for the hire of **Sports Facilities** when booking 10 or more consecutive sessions, when the interval between any two consecutive sessions is at least a day and not more than 14 days, and when providing a copy of their club constitution and bank account details to Church Crookham Parish Council. The HM Revenue & Customs Public Notice 742 refers.
- c. "*Hirer*" means any person or the trustee or other authorised representative of a club hiring any part of the facility. No person under the age of 18 years will be accepted as a Hirer.
- d. "*User*" means any person or group of persons whether members of a club or organisation or not, using the facility, whether or not any charge has been paid and includes a spectator.
- e. "*Facility*" means the facility specified in the Hire Agreement.

2. CHARGES/PAYMENT

- a. Charges for hiring shall be in accordance with the Scale of Charges as fixed from time to time by Church Crookham Parish Council. Church Crookham Parish Council reserves the right to require payment of the full charge at the time of booking or at any time prior to the date for which the facility is booked.
- b. If the facility shall be used for any purpose before or after the times specified in the Agreement, the hirer shall pay to Church Crookham Parish Council on demand for such use in accordance with the Scale of Charges.
- c. Methods and timings for payment :
 - 1) **Single bookings** – will be invoiced in advance and must be paid before the booking.
 - 2) **Block bookings** –
 - a) Bookings that are charged VAT will be invoiced on a monthly basis in arrears.
 - b) Bookings eligible for the VAT exemption will be invoiced on a 10 week block booking basis, in advance of the 10 week period. All the requirements of the exemption must be met before the block booking begins i.e. each club must provide Church Crookham Parish Council with a copy of its club constitution and bank account details, together with a signed Hire Agreement and completed contact details.
- d. Payments become due upon the receipt of an invoice from Church Crookham Parish Council. In accordance with the Late Payment of Commercial Debts (interest) Act 1999 we reserve the right to levy an administrative charge of £10.00 if payment is not made within 28 days of the invoice date and apply interest at the statutory rate until payment.

3. HIRE OF THE FACILITY

- a. Church Crookham Parish Council permits the Hirer to have use of the facility for the period, and during the hours, specified in the Hire Agreement for the purpose of the relevant event.
- b. Notwithstanding the permission granted in Clause 3.a, Church Crookham Parish Council reserves the right, exercisable at its entire discretion, to refuse admission to the facility to any particular person or persons in the interests of security and/or good management of the facility.
- c. No change to the particulars set out in the Hire Agreement shall be permitted, except with the written consent of Church Crookham Parish Council.
- d. For the avoidance of doubt the Hirer shall only be entitled to use the facility as detailed in the Hire Agreement.

4. HIRER'S OBLIGATIONS

The Hirer agrees:-

- a. that the facility will only be used for the relevant event; that the relevant event will be conducted in a safe and responsible manner and in accordance with all relevant regulations and requirements, and any relevant bye-laws;

- b. that the Hirer will have sole responsibility for the administration and organisation of the relevant event, subject to Church Crookham Parish Council's overall administration of the actual facility;
- c. that all instructions given with regard to the use of the facility and the organisation of the relevant event are strictly complied with;
- d. that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons have access to the children;
- e. the taking of photographs or films; or making of any recording by any means whatever of any events or activity taking place in the facility must be with the express verbal and/or written consent of the hirer of the facility at the time. Church Crookham Parish Council will not be responsible for photographic material published by hirers or those at an event during the hire period by any means.
- f. that the Facility will be vacated immediately at the end of the hire period and that all property of persons attending the relevant event shall be removed and that Church Crookham Parish Council shall not accept responsibility for or any liability which results from any property of the Hirer or person attending the event(s) remaining within the curtilage of the Facility.

The Hirer shall not and shall ensure that all users shall not (unless authorised by Church Crookham Parish Council):-

- g. bring any alcohol, drugs or any dangerous or obnoxious thing into the facility;
- h. use any inflammable materials or explosives in the facility;
- i. advertise or exhibit at the facility without the written consent of Church Crookham Parish Council. Church Crookham Parish Council reserves the right to make an additional charge therefore and to receive any income arising in respect thereof and to be included in any publicity derived there from.
- j. comply with all regulations and requirements (statutory or otherwise) in relation to advertising. Any Hirer found advertising events at the facility by 'fly posting' in the District may have their hiring terminated forthwith;
- k. bring into or permit to remain in the facility, any dogs or other animals, other than guide dogs accompanied by a blind person;
- l. obstruct fire exits;
- m. alter, interfere with, or misuse any equipment or fittings of the facility or structure thereof.

Compliance with General Law and Statutory Requirements:

The Hirer shall, (and shall procure that all users shall):-

- n. not permit any illegal or any immoral or indecent activities to occur during the period of hire.
- o. observe all the foregoing and all other statutory requirements or codes of practice, and shall not do anything by reason of which Church Crookham Parish Council might become liable to proceedings under any statute or liable to other legal process.
- p. comply with such reasonable instructions and requests as Church Crookham Parish Council may make regarding the use of the facility and conduct therein which are from time to time published by notice.

5. TERMINATION/CANCELLATION

- a. In the event of any breach or non-observance of these Terms and Conditions by the Hirer, or by any person involved in the organisation of the relevant event, then Church Crookham Parish Council may revoke with immediate effect the permission to use, or to have continued use of, the facility.
- b. Where permission is revoked pursuant to Clause 5.a, all payments by the Hirer to Church Crookham Parish Council shall be forfeited as liquidated damages.
- c. Notwithstanding any acceptance of the application, Church Crookham Parish Council reserves the right at its discretion, but for reasonable cause, to cancel the booking at any time, provided that as much notice thereof as reasonably possible shall be given to the Hirer and that all charges paid are refunded. Church Crookham Parish Council will not be liable in such an event for any consequential losses alleged to be suffered by the Hirer as a result of the cancellation.
- d. In the event of cancellation by the Hirer of any one-off agreed bookings, the Hirer must give at least 7 days' notice IN WRITING to Church Crookham Parish Council. Failure to give 7 days notice will result in the Hirer being charged the full amount for the booking.
- e. **Block Booking**
In the event of cancellation by the Hirer of the remaining number of their Block Bookings, the Hirer must give at least 28 days' notice IN WRITING to Church Crookham Parish Council. Failure to give 28 days notice will result in a charge subject to the scale as given below:

28 days' notice or more – full refund;
14 to 28 days – a 75% refund of the remaining bookings;
7 to 14 days – a 25% refund of the remaining bookings;
less than 7 days' notice – no refund.

- f. Any hirer wishing to cancel any **one** single date (event) within their Block Booking of a long term hire will still be charged.

6. VEHICLE ACCESS AND PARKING

- a. Due to limited space, parking amenities are not part of the hire arrangement.

7. SPECIALIST/SPORT/COACHING BOOKINGS

- a. All bookings of a coaching/teaching nature have been approved on the understanding that an appropriate coaching qualifications from a recognised sport or coaching body or association is in place. Church Crookham Parish Council reserves the right to scrutinise such qualifications and copies must be provided on request. When sporting activities are being conducted appropriate footwear must be worn.
- b. Copies of relevant DBS forms in accordance with the Children's Act 1989, wherein all coaches working with children must undergo a Disclosure and Barring Service Check. NB: Whilst a DBS check has no expiry date Church Crookham Parish Council reserve the right to request a more up to date DBS Check.

8. HEALTH & SAFETY

- a. Church Crookham Parish Council complies with the Health & Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999 and all other relevant statutory provisions, including Health & Safety Executive codes of practice, guidance and relevant fire safety legislation.
- b. The Church Crookham Parish Council shall determine the maximum number of persons to be admitted at any one time.
- c. All Church Crookham Parish Council properties are non smoking and the Hirer shall ensure that no one smokes in the Facility. Church Crookham Parish Council shall have the right to terminate this Agreement immediately on breach of this condition, and should the Council terminate the Contract under this Condition, then no compensation of any nature whatsoever shall be payable to the Hirer in relation thereto
- d. The hirer shall keep every entrance to and exit from the facility, clear of all obstructions and ready for use in case of fire or other emergency.

9. INDEMNITY & INSURANCE

- a. The Hirer shall be responsible for and keep Church Crookham Parish Council fully indemnified against all damage (including damage to the facility), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by Church Crookham Parish Council (save to the extent that the same should arise from any negligent act or omission of the Council) arising out of:-
- b. Any act, omission or negligence of the Hirer or any person or persons at the facility expressly or impliedly with the Hirer's authority or consent; or
- c. Any breach by the Hirer of these conditions.

10. DISPUTES

- a. Any disputes arising under or in connection with these Terms and Conditions shall be referred to the Clerk of Church Crookham Parish Council, and shall be dealt with in accordance with Church Crookham Parish Council's complaints procedure.

11. FORCE MAJEURE

If Church Crookham Parish Council has to cancel for any cause beyond its control; the Council shall make a full refund to the Hirer of all monies paid by him but shall not be liable for any losses whether direct or indirect suffered by the Hirer as a result of the cancellation of the relevant event, and in respect of which the Hirer is hereby advised to make his own insurance arrangements.