

CAMELEY SPORTS PAVILION & PLAYING FIELD

STANDARD CONDITIONS OF HIRE AND USE

Please note that the Cameley Sports Pavilion is not equipped with toilet/shower facilities designed for use by persons with disabilities or for wheelchair users. These standard conditions apply to all hiring of the Cameley Sports Pavilion and/or Cameley Playing Field. If the Hirer is in any doubt as to the meaning of the following, Cameley Parish Council should be consulted immediately.

Definition In this document the word "Premises" means the Cameley Sports Pavilion & Playing Field, and if agreed, also covers the use of the Temple Cloud Village Hall car park. The use of the Pavilion includes changing rooms, toilets and shower facilities

Hirer's responsibilities The Hirer must:

- i Indemnify the Council against any loss, claims or damages in respect of death or personal injury (other than death or personal injury caused by the negligence of the Council, by its Officers, Servants or Agents), or loss of or damage to property arising out of the hire by the applicant of the Facility for the purpose of the hire and must take out a policy of insurance for a minimum of **£5million** against any claim by the Council or any persons under this indemnity for any public or commercial event. The obligation lies with the hirer to obtain relevant Insurance and ensure that cover is adequate for the type of event. The hirer will provide a copy of any Public Liability Insurance at the request of the Parish Council.
- ii Ensure that the relevant Public Liability Insurances is in place where any specialist entertainment or equipment is in use (this includes the hire or use of a bouncy castle or catering contract).
- iii Not use the premises for any purpose other than that described in the Hiring Agreement and not sub-hire, use or allow the premises to be used for any unlawful purpose or in any unlawful way.
- iv Obtain any licences that may be required in respect of any activity in the Pavilion or on the Playing Field.
Comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Premises 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.
- v Be in charge of and on the premises at all times when the public are present and ensure that all conditions under the Hire Agreement relating to management and supervision of the premises are met.
- vi Keep all means of exit from the Premises free from obstruction and immediately available for instant free public exit. In the interest of safety, all doors, entrances, corridors and exits must be kept clear at all times and ready for use in an emergency. It is the responsibility of the hirer to inform all users and guests as to the location of any emergency exits and procedures in case of fire or other emergency. It is recommended that teams ensure a mobile phone is available at each match in case of emergencies.
- vii Observe all relevant food health and hygiene legislation and regulations. Although the Sports Pavilion is equipped with a refrigerator, it is the responsibility of the Hirer to provide and use a suitable thermometer for determining that food is stored at the correct temperature.
- viii Comply with the Parish Council's Rules for the Use of Cameley Sports Pavilion & Playing Field (see below).
- ix Conduct his/her function with consideration for the residents of neighbouring properties. This includes minimising disturbance by noise as well as ensuring that vehicles associated with the function do not obstruct residents parking.
- x Leave the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any items removed from their usual positions properly replaced.
- xi Unless directed otherwise, the Hirer must ensure that heaters, water heaters, water taps and lights are turned off before vacating the Sports Pavilion. Cameley Parish Council shall be at liberty to make an additional charge in the event of non-compliance with these requirements.
- xii Report any incident or damage associated with the hire to the Parish Clerk at the earliest opportunity.
- xiii Meet 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.
- xiv Obtain and return any keys to the nominated person as agreed.
- xv Not use the premises for any period longer than the period of hire.

Capacity of Sports Pavilion

The maximum permitted capacity of the Cameley Sports Pavilion is 20 persons.

Rules for the use of the Cameley Sports Pavilion & Playing Field

- i Alcohol may not be stored on the premises before, after or between periods of hire.
- ii 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 Cameley Parish Council.
- iii To reduce the possibility of injury, only plastic drinking cups may be used on the premises.
- iv Any electrical appliances brought onto the premises and used there must bear a current Portable Appliance Test (PAT) label.
- v Highly flammable substances may not be brought into, or used in, any part of the Sports Pavilion.
- vi No naked flames are permitted anywhere inside the Sports Pavilion or outside within 5 metres of any part of the building.
- vii Unauthorised heating appliances may not be used on the premises. Portable Liquid Petroleum Gas (LPG) heating appliances shall not be used in any circumstances.
- viii Music may not be played anywhere on the premises after 11pm.
- ix Smoking is not permitted in any part of the Sports Pavilion. The Health Act 2006 Smoke free Regulations apply to the Parish Council's Pavilion which includes the changing rooms, showers and toilets.
- x Items may not be stored in the Sports Pavilion or on the Playing Field without the prior permission in writing of Cameley Parish Council.
- xi Vehicles may not be driven on any grassed surfaces without the prior permission in writing of Cameley Parish Council.
- xii Any damages incurred to the Playing Field or Premises as a result of hire will be met by the hirer.

Cancellation of bookings

If the Hirer wishes to cancel the booking before the date of the event and Cameley Parish Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Cameley Parish Council. Cameley Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of Cameley Parish Council reasonably considering that

- a. Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements,
- b. Unlawful or unsuitable activities will take place at the premises as a result of this hiring,
- c. The premises becoming unfit for the use intended by the Hirer.

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

Hire fee and deposits

The hirer is responsible for ensuring that payment of the hire charge is made to the Council as agreed and on demand. Deposits will be refunded within 14 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor any substantiated complaints made to the Council about noise or other disturbance during the period of the hiring as a result of the hiring.

Equipment or Property Brought on To The Premises

Cameley Parish Council accepts no responsibility for any equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. A charge will be made for any equipment and other property that is not removed at the end of each hiring. In the event of: 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. Failure by the Hirer to remove any property brought on to the premises for the purposes of a hiring. Cameley Parish Council shall be at liberty to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and to charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

PARISH COUNCIL CONTACT

Further information on hire fees, deposits or queries regarding facilities can be obtained from: The Parish Clerk, Jenny Howell, 21 Yeomead, Nailsea, Bristol, BS48 1JA or by email info@templecloud.org.uk