

STANDARD CONDITIONS OF HIRE FOR RYE MILL LANE PLAYING FIELD

Reviewed May 2019

For the purposes of these conditions the term HIRER shall mean an individual hirer or where there is an organisation, the authorised representative. THE PLAYING FIELD/MUGA shall mean **RYE MILL LANE PLAYING FIELD/MUGA**.

If THE HIRER is in any doubt as to the meaning of any of the following, please contact the Parish Clerk.

1 ACCESS TO CENTRE

The Main gate to the car park at Feering Community Centre, Coggeshall Road will be unlocked and locked by the caretaker.

The hirer is limited to the PLAYING FIELD/MUGA which has been hired with permitted use of the Playing Field/MUGA.

2 SUPERVISION

THE HIRER will, during the period of the hiring, be responsible for supervision of the Playing Field/MUGA including proper supervision of car parking arrangements so as to avoid obstruction of the highway. There is to be strictly no parking along the yellow lines adjacent to the building or outside the school. There should be a responsible adult in charge at all times with persons under the age of 16. As directed by the Parish Clerk, the hirer shall make good or pay for all damage (including accidental damage) to the Playing Field/MUGA or to the fixtures, fittings or contents and for loss of contents.

3 USE OF PLAYING FIELD/MUGA - Please note there is no pay phone on the premises.

THE HIRER shall not use the Playing Field/MUGA for any purpose other than that described in the booking form and shall not sub-hire or use the Playing Field/MUGA or allow the Playing Field/MUGA to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Playing Field/MUGA anything which may endanger the same or render invalid any insurance policies in respect thereof.

Feering Parish Council accepts no responsibility for damage or theft of property brought onto the Playing Field/MUGA or into the car park. All equipment brought onto the Playing Field/MUGA must be taken away at the end of the period of hire.

Feering Parish Council shall not be liable to THE HIRER for any loss, damage or injury whatsoever in the event of the Playing Field/MUGA or any part thereof, being used for any purpose other than that for which it was hired.

4 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.

5 OUTBREAKS OF FIRE

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Clerk of Feering Parish Council.

6 INDEMNITY

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her [or the organisation if acting as a representative] whilst using the Playing Field/MUGA. The Parish Council is insured against any claims arising out of its own negligence.

THE HIRER shall note that any equipment brought onto the Playing Field/MUGA or stored at the Feering Community Centre is the responsibility of the HIRER and is therefore not covered for insurance purposes by Feering Parish Council.

7 ACCIDENTS AND DANGEROUS OCCURENCES.

THE HIRER must report all accidents involving injury to the public or members of the Feering Parish Council or staff to the Parish Clerk as soon as possible and complete the relevant section in the Parish Council Accident Book. Any failure of equipment brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

THE HIRER is responsible for providing FIRST AID cover and equipment.

7 EXPLOSIVES AND FLAMMABLE SUBSTANCES

The hirer shall ensure that:

- (a) Highly flammable substances are not brought to, or used on any part of the Playing Field/MUGA.

8 COMPLIANCE WITH THE CHILDREN ACT

THE HIRER shall ensure 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.

9 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 Centre and shall indemnify Feering Parish Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

10 PAYMENT

Payment for the use of the Playing Field must be made in advance.

11 CANCELLATION

If the Hirer wishes to cancel the booking before the date of the event and Feering 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 the Feering Parish Council. Feering Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises becoming unfit for the use intended by the Hirer
- (b) an emergency requiring use of the premises as a shelter 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 Feering Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

12 REFUSAL OF BOOKING

FEERING PARISH COUNCIL reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to The HIRER.

THE HIRER shall be entitled upon such notice to reimbursement of such monies as having been paid by the HIRER to Feering Parish Council but Feering Parish Council shall not be liable to make any further payments to the HIRER.

13 END OF HIRE

THE HIRER shall be responsible for leaving the Playing Field/MUGA in a clean and tidy condition.

14 PUBLIC LIABILITY INSURANCE

The existing Public Liability section of the policy extends to include the legal liabilities of Feering Parish Council.