



FYFIELD PARISH COUNCIL SPORTS FIELD TERMS AND CONDITIONS

1 BOOKINGS

1.1 All applications for hire of the Fyfield Sports Field should be returned with a 20% deposit (of the full hire fee). The remainder of the hire fee is due 2 weeks prior to the hire date. If the booking is made 2 weeks or less prior to the date of hire, the full booking fee shall be required.

1.2 All fees must be paid by cheque to 'Fyfield Parish Council' or by BACS transfer (details on request).

1.3 Bookings made by email or telephone will be provisionally held for 7 days. If the signed booking form, signed terms and conditions, and deposit have not been received within 7 days, the booking will be considered cancelled.

1.4 The Parish Council or its delegated officer reserves the right to refuse any application for hire of the Fyfield Sports Field.

1.5 The Parish Council or its delegated officer reserves the right to withdraw permission to hire the Fyfield Sports Field at any time. The Parish Council will notify the Hirer of the cancellation and will endeavour to offer alternative dates at no extra cost. If no alternative dates are available or the Hirer does not accept the alternative dates, the Parish Council will refund any deposit or hire fee paid but shall be under no liability for expense incurred, liquidated damages or loss sustained by the Hirer as a result of cancellation.

1.6 The Parish Council or its delegated officer can choose to assess the condition of the Fyfield Sports Field prior to the event/activity. If the Fyfield Sports Field is deemed unusable or long term damage to the grass is likely, the Parish Council reserves the right to cancel the event/activity.

1.7 Should the Hirer cancel the booking more than 2 weeks in advance, the deposit will be refunded. If a Hirer should cancel less than 2 weeks prior to the booking, a refund of the fee will be made if the Fyfield Sports Field can be re-hired. If this is not possible, the Hirer shall not be refunded any of the hire fee. The Parish Council may, in exceptional circumstances and at its sole discretion, waive or modify this rule.

1.8 Cancellation by the Hirer must be in writing and the effective date will be when the Parish Council is in receipt of the cancellation. Hirers who do not take up their booking for any reason or fail to notify the Parish Council in writing of cancellation, shall be liable for the full hire charge paid.

1.9 Substitutions and amendments of the booking must be notified in writing to the Parish Council who reserves the right either to cancel the booking or amend the hire as the Parish Council considers appropriate.

1.10 The hire of the Fyfield Sports Field does not include the hire of or access to Fyfield Village Hall. This may be available to hire by separate arrangement with Fyfield Village Hall.

1.11 Car parking is available at Fyfield Village Hall (adjacent to the Fyfield Sports Field). If a separate event is being held at Fyfield Village Hall, the parking of vehicles for that event in the car park takes precedence. All vehicles must be parked safely and cause no disruption. The Hirer shall ensure no

vehicles are parked or driven across any public footpath located at the Fyfield Sports Field. The road to the Fyfield Sports Field must not be obstructed.

2 RESPONSIBILITIES OF THE HIRER

2.1 The Hirer is responsible for ensuring the Fyfield Sports Field is fit for purpose.

2.2 The Hirer is only permitted to use the Fyfield Sports Field for the purpose stated at the time Booking.

2.3 The Hirer is responsible for undertaking a Risk Assessment for the event/activity and confirming that all actions conform to Health and Safety legislation.

2.4 The Hirer must ensure that the Fyfield Sports Field is left in a clean and tidy condition. All litter and refuse generated shall be removed by the Hirer.

2.5 The Hirer must at all times take good care of the Fyfield Sports Field and will be responsible for any damage, other than wear and tear, to the Fyfield Sports Field, including to the grass, or any part of it or any equipment or other property of the Parish Council, whether by the Hirer, participants or any other associated person or contractors, whether forming part of the hire or not.

2.6 The Hirer shall repay to the Parish Council the cost of reinstating, repairing, replacing or clearing of any part of the Fyfield Sports Field, including the grass, if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Parish Council's valuation of any damage/loss subject to wear and tear is final.

2.7 The property of the Hirer must be removed at the end of the period of hire. The Parish Council accepts no responsibility for any property left on the Fyfield Sports Field before, during or after the hire period. If the Parish Council is required to remove or store any property left by the Hirer after the period of hire, the Hirer shall repay to the Parish Council the costs of such removal and storage. The Parish Council shall not be held responsible for any damage to or theft from property by or during its removal or storage.

2.8 The Hirer is responsible for the administration, organisation and running of the event/activity, for having sufficient number of stewards and officials to fulfil these conditions, and for the supervision and control of the event/activity participants, officials, visitors and spectators.

2.9 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding or users of the immediate area of the Fyfield Sports Field.

2.10 The Hirer is not permitted to access the Fyfield Sports Field before the time booked and the event/activity must cease at the end time specified on the Booking Form. All clearing up operations must be completed prior to leaving the site at the agreed time.

2.11 The booking shall be personal to the Hirer and the right to use the Fyfield Sports Field shall not be sub-let, assigned or otherwise transferred, the Hirer shall not assign the benefit or burden of any part of Booking, or sub-let or sub-contract any part of the facility without the consent of the Parish Council.

2.12 The Hirer must ensure that any licence, permit or other consent which may be required is obtained before the event/activity may take place and shall produce copies of these to the Parish Council if requested.

3 MAINTENANCE OF THE FYFIELD SPORTS FIELD

3.1 The Parish Council will maintain the Fyfield Sports Field to a standard considered suitable for general use purposes.

3.2 The Parish Council will consider requests for additional maintenance work to the Fyfield Sports Field. The Hirer will be charged the cost of any additional maintenance work undertaken.

4 EQUIPMENT

4.1 The Parish Council reserves the right to demand the removal of any equipment that it considers unsafe or about which complaints are received.

4.2 There are no public toilet facilities located at the Fyfield Sports Field. There are cloakroom facilities located at Fyfield Village Hall (adjacent to the Fyfield Sports Field) and may be available to hire by separate arrangement with Fyfield Village Hall.

4.3 Vehicle access. The security gate shall be opened and closed by the Parish Council at the specified time

4.4 The following will only be permitted with written consent from the Parish Council:

- i. The erection of a temporary structure.
- ii. Silent Diesel Generators for the operation of electrical equipment.
- iii. The operation of or release of any fireworks.
- iv. Use of a public-address system.
- v. The use of Bouncy Castles.

4.4 The following are not permitted:

- i. Petrol Generators for the operation of electrical equipment.
- ii. Any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus.
- iii. Advertisement of the event/activity by means of flyposting, which is illegal under the Town and Country Planning Act and the Clean Neighbourhoods and Environment Act.
- iv. The release of Balloons and Chinese Lanterns.
- v. The use of Special Lasers.
- vi. The giving away of pets/animals as prizes.
- vii. The use of non-compostable Confetti or Confetti Cannons. (Reasonable quantities of compostable substitutes such as rice, rose petals or rice-paper confetti may be used)

4.5 No spikes or pegs are to be driven more than 18 inches vertically into the ground.

4.6 No lime-based line marking materials to be used as this kills the grass.

5 INDEMNITY AND INSURANCE

5.1 The Parish Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person at the Fyfield Sports Field.

5.2 The Hirer is responsible for all safety aspects of the Fyfield Sports Field prior to, during or subsequent to the event/activity and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person at the Fyfield Sports Field.

5.3 The Hirer shall indemnify the Parish Council from and against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to persons or property which may be brought against or suffered by Parish Council.

5.4 The Hirer, and any Supplier and/or Sub-Contractor, must be adequately covered by Third Party and Public Liability Insurance. This will be no less than £5 million effective for the period of the event/activity. The delegated officer may request evidence of this. Failure to provide proof of insurance cover may lead to the cancellation of the Booking.

5.5 The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. The Hirer must provide the Parish Council with a copy of the Safeguarding Policy and evidence that relevant checks through the Disclosure and Barring Service (DBS) have been carried out.

6 COVID-19

6.1 The Hirer will be responsible for ensuring those attending the activity/event comply with the prevailing Covid-19 Secure Guidelines while at the Fyfield Sports Field.

7 AGREEMENT

7.1 I, the Hirer, confirm I have read and understood the Terms and Conditions of Hire for the Fyfield Sports Field.

7.2 I, the Hirer, agree to observe and adhere to the Terms and Conditions of Hire for the Fyfield Sports Field.

NAME OF HIRER:

SIGNATURE:

DATE: