

Wilburton Recreation Ground and Pavilion.

HIRE TERMS AND CONDITIONS

Bookings Clerk and Keyholder:

Wilburton Parish Clerk

GENERAL CONDITIONS

1. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the premises at all times and for ensuring that all conditions, under this Hiring Agreement, relating to management and supervision of the premises, are met.
2. The hirer shall immediately inform the Bookings Clerk should the premises or contents be found unclean or damaged on commencement of the hire period, in default of which any such deficiencies are the responsibility of the hirer.
3. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight (including that arising from the use of blue-tack or other adhesive products) or change of any sort; and the behaviour of all persons using the premises whatever their capacity. 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.
4. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
5. The Hirer shall be liable for:
 - a. 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
 - b. all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, or agents in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer, and
 - c. all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, or agents as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
6. The Hirer shall ensure that:
 - a. Highly flammable substances are not brought into, or used in any part of the premises (without prior arrangement with the Parish Council) and that
 - b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Parish Council. No decorations are to be put up near light fittings or heaters.
7. The Hirer shall ensure minimum disturbance to neighbours
8. The 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.
9. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish

Council shall be at liberty to make an additional charge. Any equipment and other items temporarily brought in must be removed promptly. Any equipment or property not removed at the end of the hiring will be disposed of after 21 days without further notice. This includes but not restricted to:

- a. All rubbish including the contents of the bin used outside the Pavilion should be placed in black bin bags and set at the roadside (outside the main gate) for normal collection
10. The hirer shall not tamper with, damage or remove any equipment or property within the premises and shall take all due care with furniture and equipment. No fixtures shall be taken down or moved outside without the written consent of WPC.
11. The hirer shall be responsible for turning off all lights and heating in the premises at the end of the hire. If it is found that the heating/lighting has been left on then an extra charge will be made.
12. The hirer shall be responsible for the safe conduct of users of the premises and the WPC shall not be liable for any loss damage or injury to persons or property in or about the premises during or after the hire period.
13. No decorations of any kind shall be attached to any painted surfaces within the premises. If damage is caused to any such surface then the hirer will be responsible for the necessary re-decoration.

BOOKINGS AND PAYMENT

14. All bookings (field and/or pavilion use) shall be made via the Parish Clerk and will be confirmed on the website calendar to avoid booking disputes.
15. Regular hirers may be invoiced on a monthly basis by prior arrangement with the Bookings Clerk, otherwise hire charges are all payable in advance. Monthly invoices shall be paid in full within 1 month of invoice. The Council reserve the right to an additional administration fee for all late payments.
16. Bookings may be cancelled by WPC in exceptional circumstances, such as those occasioned by force majeure. Additionally, in the case of serial bookings made for regular hire on fixed days for some time ahead, WPC reserves the right to withdraw availability on a specific day or days; in the latter case 28 days' notice will be given if possible and in all cases every endeavour will be made to accommodate hirers and to facilitate re-booking.
17. Cancellations shall be notified to the Bookings Clerk not less than 3 days before the hire period. Any credits or refunds after this time will be at the discretion of WPC.
18. The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - a. (c) the premises becoming unfit for the use intended by the Hirer
 - b. (d) 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 fee already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.