

## Hexhamshire Sportsfield and Play Area

### Terms and Conditions of Use

It is important when you book the Hexhamshire Sportsfield that you read and understand these Terms and Conditions of Hire which shall apply in all circumstances.

#### **1 General**

These Terms and Conditions apply to all those who book and use Hexhamshire Sportsfield (the Field). They form part of an agreement between Hexhamshire Parish Council (HPC) and the Hirer, who may be an individual or an organisation represented by an authorised person. Signing or signifying agreement to the Booking Confirmation Form certifies that the Hirer is aware of these Terms and Conditions, will abide by them and will ensure that those who use the Field in conjunction with their booking act in accordance with them. The HPC will assume that anyone signing on behalf of an organisation is duly authorised to do so.

#### **2 Age**

The premises may not be hired by a person under the age of 18 years

#### **3 Booking**

HPC encourages online booking using the booking facility at <https://www.hexhamshire.org.uk/parish-hall/availability-and-bookings/>. Alternatively, bookings may be made by calling the bookings secretary Gill Whatmough on 01434 676949.

#### **4 Charges**

There is no charge for the use of the Sportsfield and Play Area. However, if the Field is used for a private function such as a wedding or party, a donation towards the maintenance and upkeep of the Field would be welcomed. Payment can be made to Hexhamshire Parish Council

#### **5 Liability and Insurance**

5.1 Subject to Clause 5.2, HPC is not liable for:

- (a) the death of, or injury to the Hirer or its invitees to the Field; or
- (b) damage to any property of the Hirer or that of the Hirer's invitees to the Field; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or it's invitees to the Field.

5.2 Nothing in Clause 5.1 shall limit or exclude HPC's liability for:

(a) death or personal injury or damage to property caused by negligence on the part of HPC;  
or

(b) any matter in respect of which it would be unlawful for HPC to exclude or restrict liability.

5.3 If the Field is used for a private function or event i.e. one not organised by HPC, then the Hirer is responsible for taking out their own public liability insurance cover. A copy of the insurance policy must be submitted to HPC one month prior to the event taking place.

## **6. Supervision by the Hirer**

The Hirer undertakes to be present or to arrange for sufficient adult representatives to be present throughout the hiring to ensure compliance with the provisions and stipulations of the Hire Conditions and relevant licences.

## **7. Responsibilities of the Hirer**

The Hirer shall be responsible during the period of the Hire for and ensure that:

- license conditions are complied with at all times
- the Field is maintained in a good condition
- if any damage is incurred, then that damage is rectified immediately after the period of hire
- HPC reserves the right to make a charge for repairing the Field of any damage which they consider arises from the hiring
- Equipment or anything else brought onto the Field and used during the period of the hire shall be in good working order, complies with Health and Safety regulations and does not constitute a fire hazard.
- Electrical equipment brought onto the premises by the Hirer has a current Portable Appliance Testing certificate
- No animals, apart from assist animals are brought onto the Sportsfield or Play Area.
- No rowdiness or other disturbance occurs outside the field at any time during and immediately after the period of hire.
- Consideration is given to the neighbours and noise and music levels are kept to an acceptable level at all times.

- Any music must cease by midnight at the latest.
- All litter and waste is bagged and removed from the Sportsfield and Play Area after the period of hire. **Hexhamshire Parish Council reserves the right to make additional charges for cleaning which they consider arise from the hiring**

## **8. Use of Premises**

The hiring agreement constitutes permission to use the premises and confers no tenancy or other rights of occupation on the Hirer. The Hirer shall not:-

- Sub-let or use the Field for any purpose other than that described in the booking agreement.
- Allow the Field to be used for any unlawful purpose or in any unlawful way
- Do anything or bring onto the Field anything which may endanger the Field or render invalid any insurance policies in respect thereof.
- Allow the use of drugs on the Field
- Contravene the law relating to gaming, betting and lotteries

## **9. Licensed activities**

If alcohol is to be served or recorded music played, it is the Hirer's responsibility to ensure that all licences relevant to the activity for which the Field is hired are in place. Should a private hirer wish to provide a pay bar to the benefit of them or the organisation they represent then the Hirer must obtain a Temporary Events Notice from the County Council: <https://www.gov.uk/apply-for-a-licence/temporary-eventnotice/northumberland/apply-1>

Playing recorded music for which a fee is charged requires a special licence. It is usually held by the person providing recorded music (for example the provider of a disco). It is the Hirer's responsibility to ensure that all licenses relevant to the activity for which the Sportsfield are hired are in place.

## **10. Stored equipment**

Equipment must not be stored on the Field without permission of HPC. HPC accepts no liability for any property or equipment stored by Hirers on the premises.

## **11. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**Hexhamshire Parish Council**

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Signed by

**The Hirer**

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**Date**