

## Porlock Recreation Ground Terms and Conditions of Hire

Please sign the form and return to the Bookings Secretary as an indication that you have read and agree to these conditions.

1. In these conditions:

- a) The "facilities" means, the premises and/or the equipment that the hirer has asked to hire.
- b) The "hirer" has the meanings defined in paragraphs 3 and 4 below.

2. All applications for hirings should be made on the online enquiry form or by telephone to the Bookings Secretary. A booking is only provisional until it has been confirmed by the Bookings Secretary.

3. The person signing the booking form shall be deemed to be the hirer and must be over 21 years of age.

4. Where the hirer indicates that he/she signs the application form on behalf of any club or organisation, they shall be deemed to have the authority of that organisation to sign on its behalf. All the officials of the club or organisation shall be deemed to be jointly and severally liable, with the applicant, for any breach or non-observance of these conditions.

5. The facilities will be used solely for the purpose/purposes described on the booking form. If the booking relates to a regular and continuing commitment, this one undertaking shall be binding for all occasions when the facilities are used by that hirer.

6. The hirer shall be responsible for the provision of all information, instructions and/or supervision as is necessary to ensure the safety of any activity for which the facilities are to be used. The hirer shall ensure that all persons using the facilities as part of the hiring agreement shall not behave in a manner that causes nuisance to those living in the neighbourhood or adjoining the Recreation Ground.

7. The Recreation Ground Management Committee shall not be liable for any loss or damage to any property, nor loss, damage or injury to any person or persons using the facilities during the hiring, arising from any cause. The hirer indemnifies the Recreation Ground Management Committee against loss, damage or injury, howsoever caused. (It is recommended that the hirer should consider insuring himself/herself/themselves against any such possibilities).

8. The hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way and is solely responsible for the adequacy, suitability and safety of all the equipment brought into/onto the premises.

9. The hirer must confine members to those parts of the facilities which have been included in the hire agreement.

10. The hirer shall be responsible for obtaining all licences that may be needed, and for observance of all other regulations appertaining to the premises stipulated by the Fire Authority, Local Authority, Magistrates Court or otherwise. Hirers who intend seeking a licence for the sale of alcohol on the premises MUST inform the Bookings Secretary of their intention and then notify the Bookings Secretary of the outcome of any such application. (This is to ensure compliance with the terms of the Licensing Act 2003).

11. At the end of the event the hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. Items temporarily removed should be returned to their normal position. All rubbish associated with the hire must be removed from the premises. The deposit will only be refundable in full, if no damage or extra cleaning work is required, after the facilities have been used. Deductions will be made before any refund, and extra charges may be levied if, in the opinion of the Management Committee, cleaning or damage costs exceed the value of the deposit. Any damage occurring during the period of hire must be reported to the Bookings Secretary within 48 hours of the event. Any refund of the deposit will be delayed until the full extent of costs has been assessed.

12. If the hirer cancels a booking before the event, and no replacement booking is made, any repayment of the fee in whole or part shall be at the discretion of the Management Committee.

13. The Management Committee reserves the right to cancel any booking within a hiring agreement.

Signed.....

Date.....

Name/Organisation.....