



# Berinsfield Parish Council

Berinsfield PC

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## **Berinsfield Sports Pavilion Hire Agreement (Ref P002)**

### **1. Parties**

This Agreement is made between:

- a. Berinsfield Parish Council, ("the Council")
- b. The person, group, or organisation making the booking ("the Hirer")

### **2. Booking**

- All bookings must be made through the Council's designated online booking platform <https://venuehire.scribeaccounts.com/Berinsfield-Parish-Council>
- The Hirer must ensure that all required information is provided accurately at the time of booking.
- The Council reserves the right to decline or cancel a booking at its sole discretion.

### **3. Charges and Payment**

- Charges for hiring the Pavilion vary depending on the category of Hirer (e.g. private individuals, community groups, commercial organisations, charities, non residents etc).
- Applicable charges will be displayed on the online booking platform and confirmed at the time of booking.
- Payment must be made in full via the booking platform at the time of booking, unless otherwise agreed in writing by the Council.

### **4. Conditions of Use**

- The Pavilion must only be used for the purpose stated in the booking.
- The Hirer must ensure that the premises are used safely and responsibly.
- No sub-letting of the Pavilion is permitted.
- The Hirer is responsible for ensuring that noise is kept to a reasonable level, particularly during evenings and early mornings.
- The Pavilion must be left clean and tidy. Any waste must be removed by the Hirer unless prior arrangements have been made.

### **5. Responsibilities of the Hirer**

The Hirer is responsible for:

- The conduct of all persons attending the event.
- The security of the Pavilion during the hire period.

- Any damage to the Pavilion or its contents occurring during the hire period.
- The Hirer must comply with all relevant laws, including those relating to health and safety, licensing, safeguarding, and fire regulations.
- Fire exits must not be obstructed in any manner at all. The hirer must ensure that all the users present are aware of the fire procedures, which are displayed in the building.

## **6. Insurance and Liability**

- The hirer will indemnify the Council against any loss, damage, claim or expense howsoever arising, caused or occasioned during the hirer's use of the premises. It shall also be the responsibility of the hirer to effect adequate Public Liability Insurance to cover risks arising out of the use of the facilities by the group/organisation and its or the hirer's invitees and visitors and should be to be a minimum of £2,000,000.00.
- The Council accepts no responsibility for any loss, damage, or injury arising during the hire period.
- Any damage caused must be reported immediately to the Clerk to the Council, and the Hirer may be liable for the costs of repair or replacement.

## **7. Cancellation**

- If the Hirer cancels a booking, the refund policy detailed on the booking platform will apply.
- The Council reserves the right to cancel a booking if the Pavilion is required for public use in an emergency or if essential maintenance is required. A full refund will be given in such cases.

## **8. Additional Uses**

- The Pavilion is not permitted to be used as a point for correspondence, nor reference as an address for any group, organisation or individual thereof.
- Storage at the Pavilion, outside of booking times is not permitted within this agreement. Any storage between regular bookings is at the sole discretion of the Council and must be permitted in writing by the Clerk to the Council. The Council reserves the right to charge for storage at the Pavilion.
- Users must not leave their own belongings or equipment on the premises without the written consent of the Council and any items left in the building with the Council's approval, are left at the owners risk. Any belongings left in the premises without prior agreement from the Council will be treated as abandoned and may be disposed of by the Council. Users must not use unallocated storage space nor overfill allocated space.
- Utilities in place at the Pavilion including but not limited to gas, electricity, water and internet provision are to be used solely during the period of hire. Any additional uses of utilities may incur additional charges at the sole discretion of the Council.
- No betting, gaming or lotteries shall take place on the premises.
- All equipment hired can only be used on the premises and must not be removed. Hirers must leave the premises clean and tidy and all equipment and furniture should be stored away or placed tidily as required. Regular users will be liable for a deposit for non-compliance of this clause and any other relevant clause. The hirer is liable for the costs of any additional cleaning should this be necessary, together with damage

and breakage, which occurs during the hire period. Refund of any deposit is at the sole discretion of the Council.

- No advertising or publicity material will be displayed inside or outside the building without the prior approval of the Council.
- Barbecues are not permitted for use on the premises.

## **9. General**

- This Agreement shall be governed by the laws of England and Wales.
- Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- By confirming the booking online, the Hirer agrees to be bound by the terms of this Agreement.
- With the exception of guide dogs, no animals will be allowed within the Pavilion. All dog owners should be made aware that dog fouling is prohibited on its sports grounds and all owners must ensure that they clear up after their animals.
- The Council has a policy of no smoking or vaping in the building and this must be adhered to at all times.
- Approval for the use of the premises by political parties shall be determined by the nature of the occasion and be at the sole discretion of the Council. Rallies will not be permitted.
- The Council takes a zero tolerance stance on the use of drugs and alcohol on the premises and reserves the right to cancel bookings and to ask hirers to leave without refund if use of these substances is suspected.
- The Hirer will be notified at the earliest opportunity should a pitch related to a booking be declared unfit by the Council. All teams should provide the Clerk to the Council with at least one contact telephone number for the team.

Signed:

For and on behalf of the Council:

Cllr Stuart Scott-Ely, Chairman of the Parish Council

Date: \_\_\_\_\_

Hirer (by acceptance through online booking platform):

Date of Booking Confirmation: \_\_\_\_\_