

Crowhurst Parish Council

**Terms & Conditions for Hire of Crowhurst Recreation
Ground**

Crowhurst Parish Council

Terms & Conditions for Hire of Crowhurst Recreation Ground (including the Children's Play Area)

Failure to comply with any of these conditions will make the booking invalid

Use of the Recreation Ground remains at the discretion of the Parish Council, i.e. subject to ground conditions and suitability of activity.

Booking:

Use of Crowhurst Recreation Ground must be booked through the Clerk to Crowhurst Parish Council. Please telephone 01424 830331 or email to crowhurstpc@btinternet.com

Charges:

Charges will be confirmed by Crowhurst Parish Council.

Payment:

Invoices will be issued for immediate payment.

Local By-Laws:

All persons connected with the Event and others on the field at the same time, must comply with all the Byelaws and Parish Council notices in force.

Cleanliness and Litter:

Users are responsible for cleaning and tidying up during and after any event. Users are required to remove all litter from the Recreation Ground Site and Buildings after use. If this work has to be carried out through the Parish Council the users will incur the necessary costs.

Smoking

All internal spaces are no smoking areas. Smoking is permitted in open spaces but Users must ensure any litter or hazard caused by smoking is appropriately managed and controlled.

Supervision and Management

Users must ensure proper supervision of the grounds and buildings during use, keeping property and people safe from hazard, damage or change of any sort. The purpose and conduct of your use must not disrupt the use of any other Hirers or Users. Behaviour of all persons involved in your Event, whatever their capacity, must be controlled and managed to what would be considered as reasonable by normal standards.

Car Parking

Car parking arrangements to be controlled to avoid obstruction of the highway or access road. Any parking of vehicles on the Recreation Ground is strictly at the discretion of the Parish Council.

Noise/Nuisance Control

In consideration of neighbours please keep noise to a minimum especially when departing late at night or arriving early morning.

Electrical Equipment

Requests to use the Recreation Ground Electricity Supply must be requested via the Clerk to Parish Council. The Parish Council reserves the right to refuse use of the

Electricity Supply having considered safety and the proposed use. Any electrical appliances brought onto the premises for use shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate. Meter readings will be taken before and after hire, and usage charged at the present unit cost.

Fault Reporting

In the event of any damage or faults whether incurred during the time of use or otherwise must be reported in writing to the Clerk within three days.

Care of the Recreation Ground:

The Hirer must at all times take good care of the Recreation Ground and the Hirer will be responsible for any damage to the Recreation Ground or any part of it or any equipment or other property of the Parish Council within the Recreation Ground or in the area surrounding the Recreation Ground, whether by the Hirer, Event participants or other associated persons or contractors.

No cooking or fires shall be permitted anywhere within the Recreation Ground except with the prior written consent of the Parish Council. No fuel, chemicals or other substances that may harm the grass, flora or fauna, shall be positioned anywhere where spillage, staining or environmental hazard may be caused. The Hirer shall not bring into the Recreation Ground any article of an inflammable or explosive nature or that produces an offensive smell/odour or CFC or any oil, electrical, gas or other apparatus without prior written consent of the Parish Council.

Any damage caused to the grass or trees, flora or fauna as a direct result of the Event will be charged to the Hirer. The cost of the repair shall be determined by the Parish Council and shall be non-negotiable.

The Hirer shall ensure that no noise nuisance shall be caused to Occupiers of properties surrounding the Recreation Ground. If music is to be performed, regardless if it is recorded or live, the Hirer agrees to conduct a noise risk assessment and to formally discuss the matter with the Parish Council prior to the Event. The Hirer also agrees to comply with any finish time as stipulated by the Parish Council.

The Hirer shall ensure that no Vehicles drive on to the Recreation Ground without prior written permission of the Parish Council.

It is the responsibility of the Hirer to liaise with the Parish Council and Police regarding the impact the Event may have on traffic management (vehicle and pedestrian) in the vicinity of the Recreation Ground and the wider-Village. The Hirer agrees to comply with any requirements of the Parish Council and Police regarding traffic management.

The property of the Hirer, the Hirer's Agents and/or other persons or Users associated with the Hirer's Event must be removed at the end of the period of Hire or by a time and date as advised by the Parish Council. The Parish Council accepts no responsibility for any property left in the Recreation Ground before, during or after the hire period and reserves the right to remove any item it deems as necessary with any removal or clean-up costs being borne by the Hirer.

The Hirer shall not interfere with or make any alteration to the layout of the Recreation Ground without prior written consent of the Parish Council. The Hirer shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Recreation Ground without prior written consent of the Parish Council

If extreme weather conditions are experienced prior to or during the Event the Parish Council reserves the right to cancel, close or change the date of the Event without notice.

Catering

The Hirer shall provide at his/her expense temporary catering facilities for the number of people attending the event and having due regard for the nature of the event and the time of year.

Toilets

Requests to use the Recreation Ground Pavilion Toilets must be requested via the Clerk to the Parish Council prior to use. The Parish Council reserves the right to refuse use of the Toilets and require the Hirer to provide suitable Toilet facility for any event. Such facility must be provided by the Hirer at his/her expense with suitable/temporary sanitary accommodation for the number of people attending the event, having due regard for the nature of the event and the need to maintain good hygiene.

Event Security

The Hirer is responsible for the administration, organisation and safe running of the event and for having sufficient and properly registered Security Staff, Stewards and Officials to fulfil these conditions. Numbers will be agreed with the Parish Council prior to the planned Event. The Hirer is responsible for the supervision and control of event participants, Officials, Visitors and Spectators. Adequate Stewarding is to be maintained to ensure no disruption or nuisance is caused to other Users of the Recreation Ground or the wider Village and neighbouring properties. Event Staff/Stewards/Officials should be clearly identifiable and should be thoroughly briefed about the event and the terms and conditions of using the Recreation Ground. The Hirer shall be responsible for the health and safety of his employees' and Agents' and their compliance with the provisions of the Health and Safety legislation.

Animals/Dogs

Animals or Dogs may not be taken onto the Recreation Ground unless they are needed to support a User with specific disability.

First Aid

The Hirer is responsible for ensuring that appropriate first aid cover is on hand at all times throughout the event. The location of the first aid services shall be made known to patrons of the event by signage or by other appropriate means.

Public Address Systems

The use of any public address system at the event must be first agreed in writing by the Parish Council and must be operated so as not to cause a noise nuisance.

Health & Safety

The Hirer agrees to undertake such suitable risk assessment for the Event and is required to ensure that all participants and Contractors comply with all relevant Health and Safety legislation. The Hirer is to ensure that all staff have received adequate training and are competent to use any equipment they will be using as well as any emergency equipment they may need to use.

Indemnity and Insurance

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) or sustained by any person at the Recreation Ground.

The Hirer is responsible for all aspects of the Recreation Ground being used for his or her event or outcomes attributable to his or her event, this being prior to, during or subsequent to the event and he or she 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(s), which may be attributable to any act or omission on the part of the Hirer, his agent, employees, contractors or subcontractors.

The Hirer agrees to indemnify the Parish Council and keep it indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the hire or use of the Recreation Ground, including in respect of any death or personal injury, loss of or damage to property, financial loss or any

other loss which is caused directly or indirectly by any act or omission of the Hirer, his agent, employees, contractors, or sub-contractors used by the Hirer at the event. The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

Insurance / Public Liability

The Hirer agrees to take out Public Liability Insurance Cover of at least £10,000,000 (ten million pounds) unless otherwise advised by the Parish Council. Cover needs to include Products and Employment liability where relevant. The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer, etc. whom the Hirer has instructed or authorised to appear at the event. Under no circumstances shall this be less than £2,000,000 (two million pounds) and the Parish Council reserves the right to require a higher limit if deemed necessary. The Council will require the Hirer to provide certificates of insurance or other documentation as proof of the insurance required. Failure to provide proof of insurance cover as required on or before the Due Date shall entitle the Parish Council to cancel the Event, such decision being solely the right of the Council.

March 2023