

Nayland with Wissington Village Hall and Webb's Meadow Playing Field Conditions of Hire

(Revised 19.12.14)

1 Definitions and Interpretation

- 1.1.1 "VHMC" means the committee of the Nayland with Wissington Village Hall and Webb's Meadow playing Field
- 1.1.2 "the Booking" means the details appearing in the booking form to be found on the Web Site duly completed a paper copy of which shall be delivered to the Booking Secretary
- 1.1.3 "the Booking Secretary" shall mean the person described from time to time as the booking secretary in the Web Site
- 1.1.4 "the Hirer" means the hirer described in the Booking
- 1.1.5 "the Hire Charge" means the sum appearing in the current hire charge list to be found on the Web Site
- 1.1.6 "the Conditions of Hire" means the terms and conditions set out (i) in these conditions of hire, (ii) in the Booking and (iii) in the User Instructions
- 1.1.7 "the User Instructions" means the instructions entitled "Nayland with Wissington Village Hall and Webb's Meadow User Instructions revised March 2012"
- 1.1.8 "the Village Hall" means the Nayland with Wissington Village Hall (excluding Webb's Meadow)
- 1.1.9 "Webb's Meadow" means the playing field at the rear of the Village Hall
- 1.1.10 "the Car Park" means the car park and gardens serving the Village Hall and Webb's Meadow
- 1.1.11 "the Web Site" means the Nayland with Wissington Village Hall and Webb's Meadow playing Field page on the Nayland and Wiston Community web site
- 1.2 Unless the context otherwise requires reference in the Conditions of Hire to any statute statutory provision or regulation are references to that statute statutory provision or regulation as from time to time amended extended or re-enacted

2 Hire

- 2.1 The VHMC agrees to Hire the Village Hall or the appropriate part thereof (and where appropriate the Webb's Meadow Playing Field) as specified in the Booking to the Hirer for the period specified in the Booking in accordance with the Conditions of Hire
- 2.2 The Hirer agrees to comply with the Conditions of Hire
- 2.3 The Hirer shall pay the Hire Charge at the time of delivering the Booking to the Booking Secretary. The VHMC and the Hirer agree that there shall be no refund unless cancellation in writing is received by the Booking Secretary at least 30 days prior to the date of Booking
- 2.4 The VHMC reserves the right to request an additional deposit of £250 in advance of the Booking as security against potential damage to be returned to the Hirer after the event after deduction of the cost of repairing such damage

3 The Hirer shall: -

- 3.1 when the Village Hall is hired for youth or children's use ensure there must be at least two adults present at all times to supervise the conduct of the youths or children.
- 3.2 pay for any damage to the Village Hall, its contents, the Car Park and Webb's Meadow.
- 3.3 ensure that dances and other entertainment must be on a ticket only basis and that no tickets may be on sale at the entrance to the Village Hall after 9:30pm.
- 3.4 ensure that smoking is prohibited in the Village Hall.
- 3.5 ensure that no animals of any sort may be taken into the Village Hall or on to Webb's Meadow without the prior permission of the VHMC.
- 3.6.1 ensure that no fireworks are to be set off inside the Village Hall or in the Car Park
- 3.6.2 ensure that no fireworks are set off on Webb's Meadow without the prior consent from the VHMC and in any event no fireworks may be set off after 8pm
- 3.7 not use a smoke machine save during a theatrical performances with the prior permission of the VHMC
- 3.8 not use a Bouncy Castle without appropriate insurance
- 3.9 record in the accident book details of any incident requiring First Aid or the attention of the emergency services together with the date of the incident and details of any first aid supplies used.
- 3.10 (a) return all chairs and tables to the store room and leave in a clean and tidy condition, the Village Hall and all crockery and kitchen equipment (b) in the event of failure to observe the obligation set out in 3.10 (a) pay the cost imposed by the VHMC for the cost of cleaning
- 3.11 before leaving the Village Hall switch off all lights; check that the thermostat is set at 15 degrees and lock the Village Hall
- 3.12 not use candles of any type save that small candles may be used on celebration cakes
- 3.13 not use or permit to be used either in the Village Hall or within the boundaries of the Car Park or within the boundaries of Webb's Meadow any Chinese lantern or any helium filled balloon

4. Licensing Matters

4.1 Consumption of Alcohol

If alcohol is to be sold (for consumption on or off the premises) the Hirer shall: -

- 4.1.1 seek prior permission from the VHMC at the time of booking and specify the arrangement under which it will be supplied (i.e. under the Village Hall License; an existing License Holder or a Temporary Event Notice)
- 4.1.2 provide and supply alcohol in fixed units (e.g. in cans) or in measures, in accordance with the 1988 No. 2039 Weights and Measures Statutory Instrument, i.e. The Weights and Measures (Intoxicating Liquor) Order 1988.
- 4.1.3 only supply alcohol in accordance with the Licensing Act 2003 and shall not sell alcohol to anyone under 18 years of age.

4.2 Temporary Event Notices (TENs)

If the Hirer is planning an event involving licensable activities which are not covered by the existing license or which takes place on hours which are not covered by the existing license the Hirer shall (a) apply to Babergh District Council for a Temporary Event Notice and (b) if granted shall supply the VHMC with ten copies of the Notice a minimum of four weeks before the intended event and (c) display a copy of the Notice in the Village Hall prior to and during the event taking place.

4.3 License terms observance

The Hirer agrees to observe the Licensing laws and to observe the terms of all licenses applicable to the Village Hall and in particular the Hirer agrees: -

4.3.1 not to exceed the permitted number of occupants

4.3.2 that a person must be identified on the application form who will be responsible for meeting the requirements of the alcohol license and the hiring conditions.

4.3.3 that the admission of children to the exhibition of any film shall be restricted in accordance with the film classification awarded by the British Board of Film Classification (BBFC), or any successor person or persons designated as the authority under section 4 of the Video Recordings Act 1984.

4.3.4 that where one or more individuals are being used at the licensed premises to carry out a security activity, each such individual must be licensed by the Security Industry Authority.

4.3.5 that any glasses and opened bottles shall be retained or disposed of within the Village Hall and that no person shall be permitted to leave the Village Hall whilst carrying glasses or opened bottles.

4.3.6 that any performance or entertainment involving children shall be adequately supervised by a responsible adult or adults.

4.3.7 to take all reasonable precautions for the safety of the public, performers or employees in the Village Hall, Webb's Meadow and the Car Park

4.3.8 to maintain and keep order and decent behaviour in the Village Hall

4.3.9 not to allow any lewd, obscene or indecent performance to take place or any obscene poster, advertisement, film photograph or programme to be displayed or shown on any part of the Village Hall

4.3.10 not to allow any exhibition, demonstration or performance of hypnotism as defined in section 2(1a) and 5 of the Hypnotism Act 1952.

4.3.11 to ensure that the noise level emanating from the Village Hall does not cause a nuisance and remains at a reasonable level.

4.4 Fire and Safety Conditions

The Hirer agrees: -

4.4.1 that the fire exits must not be blocked at any time.

4.4.2 to ensure that there is a mobile telephone, in full working order on the Village Hall at all times the Hall is in use to permit the Fire Brigade (or other emergency service) to be called immediately in the event of an emergency.

- 4.4.3 that exit doors shall only be secured in such a manner that they can be immediately and easily opened from within and that
- 4.4.4 that all exit doors and external routes shall be maintained clear and unobstructed when members of the public are present.
- 4.4.5 that all seats shall be arranged to provide gangways not less than 1.1 meter in width which lead to and connect with fire exits and that no seat shall be more than 3.6 meters from a gangway measured along a row of seating.
- 4.4.6 that all parts of the Village Hall to which the public have access shall be adequately illuminated in the absence of adequate daylight at all times when members of the public are present.
- 4.4.7 that no combustible effects or decorations shall be used in the premises.
- 4.4.8 that all electric cables, flexes and other wiring must be laid in such a manner so as not to cause a hazard to those using the licensed premises.
- 4.4.9 that no portable heating appliances burning liquefied petroleum gas or fuel oil shall be used, and no such fuels shall not be stored in the premises.
- 4.4.10 No vehicles shall be parked in such a way as to restrict the means of escape provided from the premises, or prevent the safe access and egress of the emergency services.

4.5 Welfare and Hygiene

The Hirer shall when food is cooked and/or sold on the premises, ensure that the requirements of the Food Safety Act 1990 and The Food Safety (General Food Hygiene) Regulations 1995 are complied with.

5 Terms and conditions for the hire of Nayland football pitch

5.1 General

- 5.1.1. The pitch available for hire is situated at Webb's Meadow
- 5.1.2 Application forms for seasonal bookings shall be forwarded in writing to the Booking Secretary on the last day of May. All applications will be allocated in strict order of receipt and taking into account any previous payment record. Preference for the use of the pitch will be given to teams with playing members who reside within the Parish of Nayland with Wissington
- 5.1.3 Applications for seasonal hire of the pitch will close on the last day of June.

5.2 Usage

- 5.2.1 The season extends from the first Saturday in September to the last Sunday in April. The season may be extended at the discretion of the VHMC if too many fixtures have had to be cancelled due to bad weather and state of the pitch during the playing season.
- 5.2.2 The VHMC operates a system of season bookings. Teams may book pitches to play one match each week, or one match alternate weeks on either Saturday or Sunday, subject to the following conditions:
- a) The total hire fee is due upon a booking being confirmed pursuant to condition 5.1.2. Fees are payable in advance unless an instalment plan is agreed in writing with the VHMC. Instalment payments are permitted at the discretion of the VHMC and do not prejudice the VHMC's right to recover any and all monies due under this agreement in the case of a dispute, suspension or any non-payment.

- b) Teams must submit their fixture list to the VHMC at the commencement of the season, who must also be notified of any additional or re-arranged fixtures by 4pm on the Wednesday previous to requiring the pitch. If a fixture list has not been submitted, it is necessary for the team to telephone the Booking Secretary each week by 4pm on Wednesday, to confirm the booking of their allocated pitch. No refunds will be given for any pitch that is not used
- c) The VHMC reserves the right to allocate the pitch to casual users when not required by the seasonal hirer.

5.3 Hirer's Responsibilities

The Hirer shall

- 5.3.1 use the pitch only as a football pitch.
- 5.3.2 be responsible for filling the holes and divots to bring the pitch to a playable standard.
- 5.3.3 mark out the pitch using either their own equipment or the VHMC's line marker.
- 5.3.4 be responsible for the supply, erection and return of goals, corner flags and nets
- 5.3.5 comply with the Football Association ('FA') Football Goals Guidance Notes August 2010 (or such notes as the FA from time to time issue in succession thereto) and in particular shall comply with paragraphs 7 (Goal Inspections); 8 (Repairs) and 9 (Records) and shall upon demand by the VHMC produce such documentary evidence as the VHMC shall require to evidence due compliance with this clause.
- 5.3.5 not use the pitch in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining property.
- 5.3.6 be responsible to ensure that both home and away teams do not cause annoyance to residents using other areas of the recreation ground, and that parking is controlled to ensure maximum use of the car park.
- 5.3.7 not do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the pitch or which might or would make invalid in whole or part any insurance held by the VHMC in respect of the pitch.
- 5.3.8 obtain public liability insurance, to a minimum value of £5,000,000 (£5 million), to protect against all claims arising, other than that due to the negligence of the VHMC
- 5.3.10 make arrangements for contacting emergency services and notify the VHMC of serious injuries sustained by players (of either team).
- 5.3.11 not sub-let the pitch without the prior written permission of the VHMC.
- 5.3.12 collect and sign for the changing room keys. Unless otherwise agreed by the Booking Secretary, keys are to be returned immediately after a match otherwise the sum of (£60) for a replacement lock will be paid by the Hirer for any key not returned.
- 5.3.13 (a) pay for any damage to changing rooms, toilets or other property of the VHMC, however incurred, regardless of whether the damage is caused by the away or home team (b) ensure that they are left clean and tidy, and lights and water are turned off and doors are locked (c) before leaving Webb's Meadow ensure that any litter left on the field by either home or away teams or fans is collected and disposed of
- 5.3.14 pay to the VHMC the cost incurred by the VHMC as a result of any breach of the Hirer's obligations, which for the avoidance of doubt shall include the cost of cleaning the changing rooms in the Village Hall where they have been left in an unclean state

5.4 VHMC's Responsibilities

- 5.4.1 The VHMC will arrange for the cutting of the grass throughout the growing season and provide the topsoil for filling in the holes or divots in the playing surface. However, it is the responsibility of the hirer to fill the holes and divots.
- 5.4.2 The VHMC will provide the materials for use with its line marker. However, it is the responsibility of the hirer to mark the lines.
- 5.4.3 In so far as the law permits the VHMC shall not be liable for the death or injury to, or damage to, or any expenses or other liability incurred by the hirer or any person in the exercise of this agreement.
- 5.4.4 The VHMC gives no warranty that the pitch is legally or physically fit for any specific purpose.
- 5.4.5 The VHMC shall be the sole judge as to the fitness of the grounds for play.
- 5.4.6 The VHMC reserves the right to close, without previous notice, any ground unfit for play owing to weather or other conditions.
- 5.4.7 The VHMC will make every effort to permit the playing of cancelled matches at weekends or in the evenings, without obligation to refund any fees or guarantee the playing of these matches.
- 5.4.8 The VHMC will notify clubs of pitch closure via phone or email to the club secretary in the first instance, and it is therefore essential that at least one email address is supplied with the application.

5.5 General Conditions relating to the hire of the football pitch

- 5.5.1 This agreement shall determine immediately on notice served by the VHMC at any time following any breach of this agreement. The decision of the VHMC is final.
- 5.5.2 Any Hirer found to be in breach of any terms and conditions of hire is liable to suspension by the VHMC. The decision of the VHMC shall be final. Refunds will not be payable if suspended and the total hire fee will be charged as in condition 5.2.2.(a).
- 5.5.3 Any variation of this agreement must be made in writing between the parties.
- 5.5.4 All queries in the first instance must be made, in writing (or by email) to the Booking Secretary