#### **BUXHALL PARISH COUNCIL**

#### AGREEMENT FOR HIRE OF

#### **BUXHALL PLAYING FIELD**

#### 1. GENERAL

- 1.1 This agreement relates to the hire of any part of the playing field for general or sporting activities.
- **1.2** This agreement does not relate to the hire of Buxhall Village Hall which is managed and let by the Buxhall Village Hall Committee.

#### 2. METHOD OF HIRE

- **2.1** All applications should be made in writing to the Clerk of Buxhall Parish Council at 25 Shakespeare Road, Stowmarket, Suffolk IP14 1TU. The Council reserves the right to refuse any application.
- **2.2** Persons and organisations wishing to hire the field for large scale events or events for a profitable purpose should contact the Clerk with full details in order for the Council to consider the request.
- 2.3 If the Parish Council accepts the application, the person or persons, signing the application, must be aged 18 years or over and shall be deemed to be the hirer as well as the organisation or club on whose behalf the application may be made and will be jointly and severally liable to the Parish Council for the payment of the hiring fees and charges and for the strict observance of these conditions of hire.
- **2.4** The hirer shall not sub-let the facility. The hirer shall not assign the use to another individual or club unless permission is received from the Buxhall Parish Council.

# 3. HIRE CHARGES

- **3.1** Hire charges are available from the Clerk on request.
- **3.2** Payment must be made by cheque or cash to the Buxhall Parish Council fourteen working days before the date of hire.
- **3.3** A deposit will be required in case of, for example, rubbish not being cleared from the site or damage to the grounds resulting in a cost incurred by the Parish Council to make good. The Parish Council will account to the hirer for the damages deposit and refund any balance due within four weeks of the event.

## 4. SPECIFIC CONDITIONS

- 4.1 Any hirer must be over the age of 18 years. The use of the playing field for under 18 year olds must be supervised by an adult.
- 4.2 The hirer accepts full liability for any accident arising from the use of the playing field, also for any damage which may be done therein or thereon.
- 4.3 The hirer is responsible for ensuring that the playing field is left in a tidy and clean condition.
- 4.4 The Parish Council does not accept any responsibility for any property brought, deposited or left on the playing field and hirers must provide their own protection.
- 4.5 The hirer will be responsible for the provision and care of any equipment used.

- 4.6 The hirer will be responsible for the provision of toilet facilities.
- 4.7 Hirers will be responsible for line markings for all outdoor activities.
- 4.8 There will be no external advertising on any part of the playing field.
- 4.9 The Parish Council must be notified immediately of any change of name and or address of the hirer.
- 4.91 Consideration must be given to occupiers of adjoining properties in order to limit disturbance.

#### 5. GROUND REINSTATEMENT

- **5.1** The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any such damage to the Clerk of the Parish Council on the first working day following the hiring.
- **5.2** The hirer will be responsible for the removal of all rubbish/litter from the site.

#### 6. PUBLICITY

- **6.1** The hirer shall not use the facilities for any other purposes than stated on the rental application form.
- **6.2** For commercial events and events which may cause inconvenience or disturbance, the hirer shall make neighbouring residents aware of the details before the event and provide the name and telephone number of a contact for enquiries.

#### 7. INDEMNITY AND INSURANCE

- **7.1** The hirer shall indemnify the Council and keep the Council fully indemnified against all damage, damages, losses, costs, expenses, demands, proceedings, claims and liabilities made against or suffered or incurred by the Parish Council arising directly or indirectly out of:
  - a) any act, omission or negligence of the hirer/club or any persons at the premises expressly or implied with the hirer's authority, or
  - b) any breach or non observance by the hirer of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject.
  - c) the hirer will provide the Parish Council with a copy of the Indemnity Insurance Policy at the time of payment for the booking.

## 8. LICENCES

- **8.1** For commercial events, the hirer shall be responsible for applying to the Licensing Team at Mid Suffolk District Council for the required licences.
- **8.2** The hirer will provide a copy of the event and alcohol licences to the Parish Council at the time of payment.

#### 9. VENDORS

**9.1** No vendor or canvasser shall be admitted to the facility without the written authorisation of the Parish Council.

### 10. HIRER'S EQUIPMENT

**10.1** The equipment or property of the hirer may only be stored with the prior consent of the Parish Council. Any such property shall be stored entirely at the risk of the owner and the Parish Council shall not accept responsibility for any loss of or damage to any equipment or property stored.

#### 11. CAR PARKING

- **11.1** The hirer shall be responsible for the control of all motor vehicles on the site as a result of the event. The Parish Council does not accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to the site
- 11.2 Consideration must be given to local residents when parking at or near the field.

## 12. PUBLIC ACCESS

**12.1** The public must not be prevented from having free access to all other areas of the Playing Field without the written consent of the Parish Council. Car parking spaces must be available to users of the facilities

## 13. OTHER

**13.1** Buxhall Parish Council reserves the right to modify any of these conditions or to further impose conditions where the Parish Council considers necessary.

#### 14. CORRESPONDENCE

14.1 All correspondence concerning the hire of the playing field in Mill Road, Buxhall, should be submitted to:-

Clerk to Buxhall Parish Council 25 Shakespeare Road Stowmarket Suffolk IP14 1TU

Tel: 07767 163796 Email: buxhallpc@live.com

# **BUXHALL PARISH COUNCIL**

# APPLICATION FOR HIRE OF PLAYING FIELD AT MILL ROAD, BUXHALL

(Completion of this form does not give permission for use. Agreement for use will be given in writing to the person making this application if approved.)

# PLEASE ANSWER ALL QUESTIONS

# 1. Details of Applicant

Full Name of Applicant (Block capitals, state whether Mr Mrs Miss or Ms)			
Address			
Telephone		Email	

# 2. Details of Organisation (if applicable)

Full Name of Or	ganisation		
Contact Name			
Address			
Telephone		Email	

# 3. Details of the Event

Date(s) required				
Times (Inclusive of preparation and clearing away)	From	am/pm	to	am/pm
Times members of the general public will be present	From	am/pm	to	am/pm
Details of the event (continue on separate				

sheet if necessary)		
Will an admission fee be (Please note the field must use – see condition 11 of the	be accessible for local residents' YES / NO	
Have the Police been no arrangements? (if applic	otified of your event and the cable)	
What car p arrangements are propo	arking osed?	
How many stev marshals will be on duty	vards/ ??	
What arrangements we made for clearing the strubbish etc., after event?		
Number of persons exp to attend	ected	
I agree to adhere to the	e. f the Indemnity Insurance Policy and the Event and Alcohol Licer terms of the agreement for hire of the playing field. sion for toilet facilities has been arranged and attach details.	nce.
Signature		
Name		
On behalf of		
Date		

PLEASE RETURN THIS FORM TO: CLERK TO THE COUNCIL, 25 SHAKESPEARE ROAD, STOWMARKET, SUFFOLK UP14 1TU