

Holbrook Parish Council

Agreement for use of Reade Field

RIGHT TO USE THE READE FIELD

In return for the payment of the Fees (where applicable), Holbrook Parish Council (HPC) grants to the Hirer the rights during the permitted hours during the hire period on the terms and conditions set out in this agreement.

No use of the Reade Field, other than normal public access, may be made unless an application for Hire/Use has been submitted to, and prior consent obtained from, Holbrook Parish Council.

HPC has absolute discretion in deciding whether or not to grant the requests of applicants.

The grant of the rights in respect of the Reade Field is subject to the hirer maintaining good and orderly conduct of all users.

The Hirer agrees with HPC as follows:

Fees: HPC may, at its absolute discretion, charge fees for the use of the Reade Field.

Deposit: HPC reserves the right to require the hirer to pay a deposit to HPC as security for the performance and observance of the hirer's obligations contained in this agreement.

General conditions for the use of the Reade Field:

(a) The hirer must keep the Reade Field clean and tidy and clear of rubbish during and arising from the planned activities.

(b) It is expected that the hirer will ensure that waste bins are used and that any litter remaining at the end of the event is collected and removed. If the hirer or users leave litter on or around the Reade Field after the event, the hirer may be liable to a penalty and forfeiture of the deposit (if any) to HPC.

(c) The hirer will be liable for any damage caused to any part of the Reade Field including, without limitation, damage to the pitches, play equipment, buildings, fences or any other part of HPC's property by the hirer or users.

(d) Immediately upon the occurrence of any damage to the Premises or other property of any kind on it or injury to any person on the premises in any way attributable to the planned activities the hirer must advise HPC of the same and make good the same or pay full compensation in money for such damage.

(e) The hirer must ensure that its activities are fully risk-assessed and that all appropriate safety precautions are taken. The hirer is responsible for making its own assessment as to the general safety of the Reade Field. Any damage to or faults with the Reade Field or any equipment, fixtures or fittings are to be immediately reported to HPC.

(f) The hirer will ensure that regard is had to the risk of fire from any activities, e.g. barbequing, and that suitable fire extinguishing equipment is immediately available in the event of fire and that any such activities are supervised at all times.

(g) The hirer must not do anything on the Reade Field in such a way as to cause damage to the Reade Field or nuisance, annoyance, disturbance, inconvenience, injury or damage to the facilities or public users or the owners or occupiers of adjacent or neighbouring premises.

(h) The hirer must ensure that planned activities do not prevent access and the usual use of the Reade Field by the general public; for example, access to the play equipment must be maintained

at all times. It must be understood by the hirer that the general public are entitled to access all areas of the Reade Field unless these have been clearly marked otherwise for safety purposes.

(i) The movement of vehicles on the Reade Field must be kept to a minimum, and be limited to setting up and removing equipment at the beginning and end of the event. The general public do not expect to encounter vehicles on the Reade Field and this presents a high risk. Furthermore, discretion should be used in the event of inclement weather to ensure that vehicles do not damage the surface of the playing field. The Reade Field must not be used as a car park.

(j) Public Liability insurance: The hirer must maintain in force throughout the Licence Period an insurance policy or policies with a reputable insurance company, to cover the hirer's liabilities arising under this Agreement or from the exercise of the Rights, with a limit of indemnity of not less than £2,000,000 in respect of any one claim for bodily injury or disease or damage to property. The hirer must make available to HPC on reasonable demand a copy of any such policy (or a summary of its terms) and a copy of the current premium receipt. If the hirer is using any third party company to provide services or equipment, that third party's insurance must meet this standard and if appropriate may replace the need for the hirer to be insured themselves.

(k) Responsibility for any personal property brought on to the Reade Field remains with the owner of such property and HPC will not accept liability for any loss, damage, removal or theft to or of any such personal property.

(l) Nothing in this agreement is intended to confer any benefit on any person who is not a party to it.

(m) The hirer must, to the extent permitted by law, indemnify and keep indemnified HPC, its employees, servants and agents from and against all actions, claims, demands, costs and proceedings howsoever arising out of or in connection with the loss, damage, removal or theft to or of any such personal property brought onto the premises, and further indemnify HPC against all accidents, injuries or other damage which may be occasioned to any person by the use of the Reade Field or presence on the Reade Field, except those accidents or injuries directly resulting from HPC's negligence.

(n) Holbrook Parish Council reserves the right to cancel all or part of a hiring in the event of the Reade Field being in an unfit condition, due to natural causes (e.g. flooding or fire damage). In the unlikely event of this occurring any deposit will be returned in full but no further financial claims for reimbursement will be considered.

(o) Hirers must, where possible, use the Community Car Park adjacent to the Village Hall, and be mindful of parking legally and without disturbance to residents, when parking on the roadside. No vehicles should be parked on the Reade Road entrance to the Field.

(p) The pavilion, If included as part of the hire agreement, must be left in a clean and tidy condition. Goods should not be stored within the pavilion beyond the period of the hire.

Please sign below to indicate that your organisation has read, understood and agrees with Holbrook Parish Council's Terms and Conditions of Hire/Use for the Reade Field.

Organisation Name:.....

Booking Lead Name:.....

Signature:.....

Date:.....

Signed on behalf of Holbrook Parish Council.....