

LITTLE SHELFORD **SPORTS & RECREATION TRUST**

Registered Charity No. 1157228

The Wale Recreation Ground, Whittlesford Road, Little Shelford, CB22 5EW

Pavilion Hire Terms & Conditions (2024)

STANDARD CONDITIONS FOR HIRING THE SPORTS & RECREATION PAVILION.

1. EXTENT OF THE CONDITIONS.

These conditions of hire relate to the Sports & Recreation Pavilion situated on the Wale Recreation Ground, Whittlesford Road, Little Shelford and is the responsibility of the Little Shelford Sports & Recreation Trust (hereinafter referred to as LSSRT).

2. CONTACT.

All contact should be to the Bookings Clerk:

Simon Conway-Smith

Tel. No 07356 00 50 50

Email ssrt.bookings@gmail.com

3. THE HIRER.

The hirer shall be the person named on, and a signatory to, the booking form, and shall be responsible for ensuring that the conditions of hire are fully complied with. In the event of non-compliance, the hirer and any organisation, company, partnership and any other body which he or she represents shall be jointly and severally liable. Persons under the age of eighteen years are not acceptable as hirers. A parent, guardian or carer over the age of eighteen years will be required to sign documentation relating to the hiring of the Pavilion, and to accept legal responsibility for, and for the supervision of, any activity on the premises involving persons under eighteen years of age.

4. BOOKING PROCEDURES.

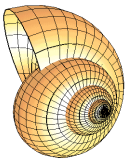
No booking shall be regarded as confirmed until a booking form has been completed, submitted to and accepted by the Booking Clerk, and a deposit has been paid by the hirer if so required. No booking shall be accepted more than two years in advance. The hire of the Pavilion constitutes permission only to use the Pavilion and confers no tenancy or other right of occupation on the part of the hirer. The LSSRT reserves the right to refuse an application to hire the Pavilion for any reason it sees fit.

5. PERIOD/DATE OF HIRE.

Throughout this document, period of hire refers not only to the times specified in the booking form, but also to any additional time resulting from the hirer's early arrival or late departure, and date of hire refers to the date on which the hirer wishes to make use of the Pavilion (as opposed to the date of the booking). The premises are not available for hire on Christmas Day or before 8.00 am or after 11.45pm on weekdays or Saturdays, although clearing up after an event the previous evening can take place the following day provided this has been arranged in advance with the Booking Clerk.

6. HIRE CHARGES.

Hire charges shall be paid in accordance with the LSSRT's published tariff, details of which can be obtained from the Booking Clerk or from the Parish Council website (www.littleshelfordparishcouncil.org). The LSSRT normally reviews the tariff annually. Where a booking has been made for a date or dates after the date on which the revised tariff comes into effect, the revised tariff shall apply. The LSSRT does not undertake to inform hirers individually of any changes in tariff.



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7. DEPOSITS

Unless otherwise agreed, a non-refundable deposit of the minimum of 50% of the hire charge or £100 shall be paid by the hirer on confirmation of a booking. The deposit shall be refunded in full after the date of hire, provided the premises are left in a satisfactory condition.

8. ADDITIONAL CHARGES.

Any other charges due from the hirer shall be invoiced by the LSSRT as soon as practical after the date of hire. Additional charges shall include costs due from the hirer for damage, breakages, additional hire time, additional cleaning time (where the hirer has left the premises in an unacceptable condition) or for any other item referred to in these conditions.

9. PAYMENT OF HIRE CHARGES.

Unless otherwise agreed, all hire charges, excepting any deposit if paid sooner, shall be payable at least fourteen days in advance of the date of hire; if no deposit has been paid previously, 10% of the amount paid or £5 (whichever is the higher) shall constitute a non-refundable deposit. Where it has been agreed that hire charges may be paid subsequent to the date of hire, the charges shall be notified by invoice, and the hirer shall pay the full amount by the date stipulated on the invoice. Where payment is not received by the stipulated date, any concessions or discounts shall no longer apply, and any future bookings made by the hirer may be cancelled. The hirer must inform the booking clerk of any direct bank payments made.

10. METHODS OF PAYMENT.

Payments for hire may be made:

*By direct bank payment (account details are on the booking form)

*By cheque (details on the booking form) and given to the booking clerk (in 2 above).

The LSSRT is currently unable to accept payment by cash, credit or debit card.

11. CANCELLATION OF BOOKING.

Cancellation by Hirer.

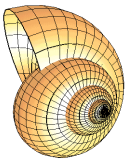
In the event of a cancellation by the hirer fourteen days or more prior to an event, all monies paid will be refunded, excepting any deposit paid in accordance with (7) or (9) above.

Cancellation by LSSRT.

The LSSRT reserves the right to cancel any booking at any time and for any reason, although it is not envisaged that it would do so other than in exceptional circumstances or for reasons outlined elsewhere in these conditions. All bookings are accepted on the basis that the Pavilion will continue to be in a physical state suitable to accommodate the hirer's function, and the LSSRT shall be under no liability whatsoever in respect of the unavailability of the Pavilion due to fire, flood damage or destruction, or any other reason beyond its control.

12. PURPOSE OF HIRING AND SUB-HIRING.

The hirer shall not use the Pavilion for any purposes other than those described in the Booking Form, and shall not sub-hire the premises to any other person or organisation. Bookings are accepted by the LSSRT on the basis of the information supplied by the hirer. In the event that any information given as to proposed use, number of persons attending or any other relevant factor is found to be incorrect, the LSSRT reserves the right to cancel the booking. In such circumstances, a refund of any charges paid shall be considered by the LSSRT on application in writing.



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13. MAXIMUM OCCUPANCY.

The hirer shall not admit more than the following numbers of people to the relevant parts of the premises during the period of hire:-

40 people

14. INDEMNITY AND INSURANCE.

The hirer shall be liable for and indemnify the LSSRT against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whomsoever caused or to any persons which shall occur while such person is in or on any part of the Pavilion during the period of hire, or in respect to any loss or damage suffered or sustained by any person in consequence of any such default or injury, other than arising from the LSSRT's negligence. The LSSRT reserves the right to require any hirer to produce evidence that appropriate insurance has been arranged, and will be in force at all material times.

15. SUPERVISION/DUTY OF CARE.

The hirer shall during the period of hire, be responsible for:-

- The fabric and contents of the Pavilion, and their care and safety from damage, however slight.
- The behaviour of all persons admitted to the Pavilion by the hirer, whatever their capacity.
- Any noise or disturbance caused by persons admitted to the Pavilion by the hirer.
- Car parking arrangements, which should at all times avoid obstruction of the highway.

The hirer shall make good or pay for all damage (including accidental damage) to the Pavilion or to the fixtures, fittings or contents, and for loss of contents; the LSSRT may also make an additional charge for any expenses incurred in engaging the police or other personnel to preserve good order.

16. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY.

The use of the Pavilion or equipment, facilities and amenities, including car parking, is solely at the hirer's own risk. The LSSRT shall not be liable for any injury to any hirer or anyone invited onto or admitted to the Pavilion by the hirer, or for loss or damage to any property. Any property or effects on the premises belonging to the hirer shall be at the hirer's sole risk and, unless previously agreed by the LSSRT, if such equipment, property or effects are not removed by the end of the period of hire, an additional charge may be made.

17. RISK ASSESSMENT.

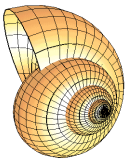
Every hirer shall be responsible for carrying out a risk assessment prior to each and every use of the Pavilion. The LSSRT may, at its discretion, require a copy of the risk assessment.

18. ILLEGAL OR UNLAWFUL ACTIVITIES.

The hirer shall not cause or permit the Pavilion to be used for any unlawful or illegal activity: in the event of such activity, the LSSRT reserves the right to cancel the hire immediately and any monies paid will be forfeited. The LSSRT will report evidence of illegal activities on the premises to the police and assist the police with their enquiries.

19. DANGEROUS SUBSTANCE/ARTICLES.

No substances or articles of a combustible, explosive, dangerous, noxious or intoxicating nature shall be brought into the Pavilion without the consent of the LSSRT. No decorations shall be placed in close proximity to heaters or light fittings.



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20. SMOKING.

As required by law, smoking is not permitted in the Pavilion, and the hirer shall be responsible for enforcing the law in this respect during the period of the hire. Any person in breach of this provision shall be asked to leave the premises immediately.

21. EMERGENCY PROCEDURES.

An emergency evacuation plan and fire appliances can be found in each area of the Pavilion. The hirer shall be responsible for ensuring that evacuation procedures can be carried out without delay in the event of an emergency.

22. RIGHT OF ENTRY.

The LSSRT reserves the right for any authorised officer of the LSSRT or Parish Council, the police, fire and rescue services or any other statutory body to enter the Pavilion at any time and the right to require the hirer to refuse admission to or to remove from the Pavilion any disorderly person or persons. On occasions, a sporting fixture by an unconnected group to the hirer and utilising the changing rooms may be in progress during the period of hire. The sports participants shall have the right of entry during the fixture via the rear players/disabled entrance to the rear section of the pavilion containing the changing rooms and rear toilets but not via the front entrances or to the function room and kitchen.

23. ELECTRICAL SAFETY.

The hirer shall ensure that any electrical appliances brought into the Pavilion and used there shall be safe, in good working order and used in a safe manner in accordance with Electricity at Work regulations. The electrical circuits in the Pavilion must not be overloaded by attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed 25 amps. Should any damage occur to the electrical circuitry of the Pavilion by overloading or by use of faulty equipment, the hirer shall be responsible for any call out charges, cost of repairs etc.

24. HEATING.

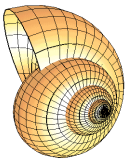
The hirer shall ensure that no unauthorised heating appliances are used in the Pavilion during the period of hire without the consent of the LSSRT. Portable Liquid Propane Gas (LPG) heating appliances shall not be used in any circumstances.

25. FURNITURE/EQUIPMENT/UTENSILS PROVIDED BY LSSRT.

Chairs, tables, crockery, glasses and cutlery can be provided by the LSSRT at no extra cost, but the hirer must make the necessary arrangements with the Bookings Clerk at least seven days prior to the date of the booking. It is the responsibility of the hirer to report any damage or defect to, or the loss of any furniture, equipment or utensils to the Bookings Clerk at the earliest opportunity. Hirers shall be responsible for ensuring that small electrical appliances are switched off at the mains as appropriate at the end of the period of hire.

26. CLEANLINESS/FOOD HYGIENE.

All hirers shall leave all the areas of the Pavilion which have been hired clean and tidy and in an acceptable condition. The kitchen is not intended for the preparation and cooking of full scale meals, but for making tea and coffee, warming food and cooking small items only. Where food is prepared or stored in the Pavilion, the hirer shall be responsible for ensuring that all relevant food hygiene legislation and



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regulations are complied with, and, in particular that dairy products, vegetables and meat kept in the Pavilion are refrigerated and stored in compliance with Food Safety (Temperature & Control) Regulations.

27. ACCIDENTS.

The hirer must report all accidents involving personal injury to the LSSRT as soon as reasonably practicable and, if appropriate, ensure that RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) are fully complied with.

28. ALCOHOL.

Intoxicants are not allowed in the Pavilion without the prior consent of the LSSRT. Alcohol may not be sold in the Pavilion without the prior consent of the LSSRT. If permission to sell alcohol is granted, the hirer shall be responsible for ensuring that the relevant licences and legislation is fully complied with.

29. SERVICES AND ALTERATIONS.

No additions or alterations shall be made to the water or electrical supplies or any electrical equipment, and no structural or other alterations shall be made to the fabric of the building, nor to any furniture, fixtures, fittings or other property in the Pavilion; nor shall any attachment be made of any equipment or materials to the fabric or structure of the building without the express permission of the LSSRT.

30. CHILDREN AND YOUNG PERSONS.

The hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Acts, and any other relevant legislation, and that only fit and proper persons have access to the children. The hirer shall be responsible for the welfare of the children present during the period of hire. The LSSRT will not assume responsibility for the care or welfare of any unaccompanied child or children.

31. ANIMALS

Guide dogs assisting visitors who are visually impaired are welcome to the Pavilion provided that they are accompanied by their owner. Otherwise, the hirer shall ensure that no animals are brought into the Pavilion without the prior consent of the LSSRT.

32. LOTTERIES, RAFFLES AND GAMING.

No gaming, betting games or lotteries shall be permitted in the Pavilion, except those games made lawful by the Betting, Gaming and Lotteries Acts, and then only if the statutory provisions are complied with.

33. NOISE.

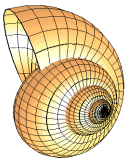
The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

34. KEYHOLDING/SECURITY.

Hirers granted permission to hold Pavilion keys by the LSSRT shall sign the requisite undertaking and comply fully with the terms thereof. The keys shall remain the property of the LSSRT and shall be returned on demand.

35. CHANGES TO CONDITIONS OF HIRE.

The LSSRT reserves the right to amend the conditions of hire at any time. The conditions of hire in force on the date of hire shall be those which are applicable.



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36. HIRE CHARGES

LS Residents

Pavilion £12 an hour

Non Residents

Pavilion £15 an hour