

Conditions of Hire for Victory Park and Victory Park Pavilions

For the purposes of these conditions the term hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative of that organisation.

For the purposes of these conditions the term premises shall mean the Sports Pavilion, the Pavilion in the Park and the environs of Victory Park if the hirer has permission to use the park as part of the hire agreement.

For the purposes of these conditions the term Council shall mean Cainscross Town Council.

General

- 1. The hirer must not use the premises for any purpose other than those described to the council at the time of booking.
- 2. If the hirer wishes to change the purpose of the hire the Council's agreement must be obtained in writing by the hirer prior to the hire taking place.
- **3.** Specific permission must be obtained from the Council if the hirer wishes to use the facilities for an event which could include, but is not limited to, live performances, plays, musical events and the sale of alcohol and any licences required such as, but not limited to, a Temporary Events Notice must be obtained by the hirer.
- 4. The hirer must be aware of and comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local authority, the Local Magistrates' Court or otherwise, particularly in any event which includes public dancing or music, other similar public entertainment or stage plays or the buying and selling of goods.
- **5.** The hirer must not use or allow the premises to be used for any unlawful purpose or in any unlawful way.
- **6.** The hirer must not do anything, or bring onto the premises anything, which might endanger others or the premises or render invalid any insurance policies.



- **7.** It is the hirer's responsibility to check if public liability insurance is needed for their activities and to put that insurance in place.
- **8.** The hirer shall be responsible for ensuring that any suppliers used for example, for the hire of equipment such as bouncy castles have relevant and valid public liability insurance and are managed by a responsible adult.
- **9.** The hirer shall ensure that no activities carried out are in contravention of the law relating to gaming, betting and lotteries.
- **10.** The hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
- **11.** The hirer shall ensure that all children under the age 16 are kept out of the kitchen.
- **12.** The hirer shall not bring any portable electrical appliances or equipment onto the premises without prior consultation with the Town Clerk, and such appliances must be in good working order and tested by and electrician within the last 12 months.
- **13.** The use of naked flames (including but not limited to candles, open flames) is strictly prohibited in the Pavilion or Victory Park in general.
- **14.** The hirer shall indemnify the Council for the repair costs of any damage done during the period of hire to any part of the fabric of the premises, its contents or environs thereof.
- **15.** The hirer shall ensure that any activities for children comply with the provisions of The Children and Families Act 2014.
- **16.** The hot water boiler must not be used unless training has been given by a staff member.
- 17. There are two public toilets available for use, one of which is suitable for disabled users

Payment

1. Payment must be made in full and in advance of the booking date or within 30 days of receiving an invoice if this falls in advance of the date of booking.

Cancellation

1. The council reserves the right to cancel a booking.



- 2. Any booking cancellations must be made at least **one week** in advance otherwise the full hire fee will be payable.
- 3. The Council reserves the right to cancel a car boot sale booking if it decides the condition of the park's ground surfaces is not good enough to allow such an event see also the special conditions of hire for car boot sales.

The hire

- 1. The hirer is responsible for estimating how much time they will need to set up and clear away and this time must be included in their booking.
- **2.** A grace period of no more than ten minutes will be allowed before a hire begins.
- 3. Keys must be collected from the Council office by arrangement on or prior to the date of the booking. The office is open from 09:00 to 15:00, Monday to Thursday and from 09:00 to 12:00 on Friday. Keys must be returned on the following working day. Please contact the office if you have any questions concerning keys.

During the period of hire

- 1. The hirer will be responsible for supervision of the premises and the behaviour of all persons using the premises.
- 2. The hirer will be responsible for setting up, taking down and packing furniture away, **unless otherwise arranged** with the Council at the time of booking.
- 3. The hirer will provide proper supervision of car parking arrangements so as to avoid obstruction of the roads leading to Victory Park.
- 4. The hirer will ensure that no dogs, except guide dogs or assistance dogs, are brought into the Pavilions without prior agreement with the Council.
- 5. The hirer will ensure that no activity they are responsible for causes obstruction or nuisance to other park users or neighbours.



At the end of the hire

- 1. The hirer will be responsible for leaving the premises in a clean and tidy condition including a thorough check of toilet facilities.
- 2. The hirer will be responsible for turning off showers, heating, lighting and any electrical equipment used.
- 3. A visual and verbal check of all rooms including toilets must be carried out to ensure that no one is left in the building.
- 4. The hirer must remove any items brought into the premises unless previously agreed with the Council.
- 5. The hirer must inspect the premises at the end of the hire and report any damage or problems to the Council as soon as is possible.
- **6.** The hirer will be responsible for locking and securing the building including window and door shutters.
- 7. The hirer must take away their belongings and not leave them on the premises this includes, but is not limited to, equipment and perishables such as food and drink. The Council does not have the space to store items that do not belong to it, or to guarantee they won't be used or damaged by other hirers, and we must keep facilities tidy and uncluttered for everyone's benefit.

Items left behind will be disposed of.

Should you have any questions regarding these conditions of hire please contact us on telephone number 01453 756036 or by emailing clerk@cainscross-pc.gov.uk.