STEDHAM SPORTS ASSOCIATION

Registered charity number: 1147773

Conditions of Hire

1. Booking

- a. All applications to hire facilities at Stedham Sports Association facilities ("SSA") must be made on the SSA booking form and returned to the Booking Secretary together with the relevant fee. SSA reserves the right to refuse an application.
- b. The collection and return of keys for access must be made by arrangement with the Booking Secretary.
- c. The Hirer must be 18 years of age or older and must be present during the entire hire period. The Hirer will, during the period of hire, be responsible for supervising the premises, protecting the fabric and contents from damage however slight and supervising the behaviour of all persons present whatever their capacity.
- d. The Hirer is responsible for compliance with the SSA Conditions of Hire and Use (Health and Safety); the SSA children, young people and vulnerable adults' policy; the Licensing Act 2003; the Pavilion User Instructions document available in the Pavilion and these Conditions of Hire, during the period of hire.
- e. The Hirer shall not use the premises for any purpose or function other than that specified on the Booking Form and shall not sub-hire or use the premises or allow the premise to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies thereof.
- f. Where use of the premises involves children, young persons or vulnerable adults, the Hirer must provide a suitably qualified adult who will be responsible for ensuring the safety and protection of those children, young people or vulnerable adults.
- g. SSA reserves the right of entry to all parts of the facilities at any time.

2. Insurance and indemnity.

- a. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building; the field and tennis court equipment and fixtures owned by SSA and the safety and wellbeing of themselves and their invitees during the period of hire.
- b. The SSA insurance policy provides public liability cover of up to £5,000,000 for those that use the facilities for private or social purposes so long as they act responsibly and comply with all conditions of hire.
- c. Commercial users (defined as those individuals, groups or organisations that use the facilities as part of their business purpose), are not covered by the SSA insurance and must arrange their own insurance.
- d. All commercial users must have Public Liability insurance cover of at least £5,000,000 and must provide evidence of their cover at the time of hiring.
- e. All Hirers (private and commercial) must ensure that any sub-contracted activities such as mobile discotheques, professional entertainers or play equipment providers are fully insured and have Public Liability cover of at least £5,000,000 for their operation.
- f. Any electrical equipment brought onto the facility by the Hirer or the Hirers sub-contractors must have a current PAT (Portable Appliance Testing) certification.
- g. The Hirer must ensure that all fire exits and routes are always kept clear. Full fire instructions are displayed in the Pavilion.

3. Charges

The current rates can be found on the SSA website <u>www.stedhamsportsassociation.org</u> or a copy can be obtained from the Booking Secretary.

4. Cancellation.

- a. Cancellation charges will apply to all bookings made by the Hirer within one month of the date of hire but may be waived at the discretion of the SSA Committee.
- b. The cancellation charge will be 25% of the hire charge or £25 whichever is the greater amount.
- c. SSA reserves the right to cancel any booking in the event of the facilities being required for use as an emergency shelter or becoming unfit for the use intended by the Hirer. In such circumstances the Hirer will be entitled to a full refund of any payments made, but SSA cannot be held responsible for any loss of potential income by the Hirer, nor any sub-contracted compensation charges incurred by the hirer.

5. Smoking

The SSA Pavilion and outdoor veranda is a no smoking area and the Hirer must ensure compliance with this condition.

6. Alcohol Licence

Alcohol may be consumed on the SSA premises but may not be sold by the Hirer unless a licence is obtained by the hirer. The Booking Secretary should be contacted for further information. No person shall be allowed on the premises at any time in a state of intoxication.

7. Music

All music must cease by 23.00hrs. The Hirer must ensure that no nuisance is caused to neighbours of the SSA facilities and must take responsibility for any such nuisance. It is the responsibility of the Hirer to eject any person misbehaving or causing trouble of any description.

8. Car parking

- a. Cars may be parked within the designated parking areas of the SSA facilities. SSA shall not be responsible for any loss or damage to any parked vehicle.
- b. Emergency access and exits to the facilities must always be kept clear.

9. Maximum capacity

The maximum number of persons permitted in the Pavilion at any one time is 80.

10. Food and hygiene

- a. Hirers are responsible for ensuring that all stages of the preparation and serving of food meets safe and legally required standards. Responsibility for the safe food care of foodstuffs brought to the Pavilion rest with the Hirer. Anyone selling food cooked on the premises must hold the relevant food hygiene certificates.
- b. All crockery, glassware and kitchen equipment must be washed and put away after use.

11. Equipment restrictions and conditions.

- a. The Hirer must not remove, or allow to be removed, any paintings, photographs, or other objects from the walls of the Pavilion. No nails or fastenings of any kind shall be affixed or driven into the walls or woodwork, nor shall the building, interior walls or fittings be defaced in any way.
- b. No interior furniture shall be used outside the Pavilion.
- c. At the end of the hire period all equipment must be returned to its correct place and any equipment, notices or decorations brought to the facility by the Hirer or their representatives must be removed.
- d. No alterations or additions to the premises may be made and any external decoration must have prior approval from a SSA committee member.
- e. Ball games and inflatables are not permitted inside the Pavilion.

12. Heating

The temperature of the Pavilion is regulated by thermostats. The Hirer nor their representatives or invitees should alter these settings.

13. Post-event clear-up

- a. Clearing up after an event should be completed before 11.30 p.m.
- b. The Hirer must ensure that the facility is left in a clean and tidy condition.
- c. Any surplus food and all rubbish must be removed from the site.

14. Faults and damage

- a. The Hirer must report any faults or damage to the Booking Secretary within 24 hours of the hire taking place.
- b. Should any damage be done to the building, furniture, fittings or equipment, the cost of making good, repairs or replacement of the same shall be met by the Hirer.

15. Disclaimer

- a. SSA accepts no liability for the property of any organisation or person whilst using the facilities or stored on the premises. All items are brought into the facilities at the owner's risk. Any property left behind will be held safely for three months before disposal.
- b. The Hire agreement constitutes permission only to use the facilities and confers no tenancy or other right of occupation on the Hirer.

16. Keys

Before leaving the premises, the Hirer is required to complete the attached checklist, sign it and return the keys. Failure to comply with this will mean loss of deposit.

17. Termination of contract

If the Hirer fails to observe the foregoing conditions, SSA shall be at liberty, notwithstanding payment in advance, to enter the premise and terminate a function. In this event the Hirer will not be entitled to recover any charges or compensation.

Document approved by Stedham Sports Association Committee and Trustees January 2024

Authorised by (SSA Chairman)

David Burton

David Burton (Apr 19, 2024 08:39 GMT+1)

Date

19/04/2024