

Vyner Park Charity Hire Form

Terms & Conditions

Introduction

The Vyner Park Charity (VPC) manages Vyner Park land, buildings and facilities as a community asset and makes every reasonable effort to enable them to be used as much as possible. However a charge is made to help meet the costs incurred by the Charity in managing and hiring out the facilities.

Terms of Vyner Park Hire

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for hire, and this person will be personally responsible for payment of all associated fees.

Availability

Sports facilities are available for hire 7 days / week during daylight hours. The Pavilion Main Hall is available outside Nelson’s working hours (7am – 7pm) and all day Tuesday. All events must finish by 1am, and all users should leave quietly to avoid nuisance to neighbours.

Status of the Hirer

Hirers must be over the age of 18.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The number of people using the Main Hall shall not exceed 50 people.

Public Safety

The Hirer shall be responsible for: a) the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits; b) providing adequate supervision to maintain order and good conduct; c) ensuring that children do not use the facilities without supervision; d) adhering to the correct adult / child ratios at all times.

If a period of hire involves contact with children, the Hirer must ensure that all personnel involved have had the appropriate checks.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The VPC cannot accept liability for damage, loss or injury resulting from unlawful or unauthorised activity by the Hirer. The VPC has appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons including all participants in the activity for which the premises are being hired, and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge.

The Hirer must confirm that s/he has appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons including all participants in the activity for which the premises are being hired, and/or loss of or damage to property, including the hired premises, arising out of the letting. **The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.**

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the use of adhesives, or the fixing of nails, screws, or any other fixings into fixtures which are part of the VPC fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

VPC Equipment

Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of VPC equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the site **MUST** comply with current codes of practice for portable electrical appliance equipment. Equipment must have a certificate of safety (PAT) from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the hire, but must be used responsibly to avoid inconvenience to existing tenants and their users.

Toilet Facilities

Access to the VPC Pavilion's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the VPC to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. There is a defibrillator on the external south wall of the Pavilion.

Fire Regulations

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire-fighting equipment, assembly points (normally the car park) and roll call of personnel. The fire exits in the Pavilion are clearly signed.

Food and Drink / Hire of Nelson's

No food or drink may be prepared or consumed in the Main Hall of the Pavilion unless it is prepared by Nelson's staff. The Main Hall can be hired outside Nelson's normal working hours (7am – 7pm Wednesday – Monday) on a "room only" basis (for which there is a VPC hire charge plus a fee for the presence of a member of Nelson's staff) or on a "room plus catering" basis (the VPC room hire fee plus catering requirements as arranged with Nelson's). There is no access to the kitchen in either case.

Intoxicating Liquor

Nelson's is licensed to supply alcohol, primarily for consumption with food. No intoxicants shall otherwise be brought on to or consumed on the premises.

Smoking

The whole of the Vyner Park premises within the boundary fences and hedges is a non-smoking area (including car parks, playing fields, footpaths, children's play area, the Pavilion, the allotments etc).

Copyright or Performing Rights

The Hirer is responsible for obtaining any necessary licences, and shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the VPC against all sums of money which the VPC might have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person for any purpose.

Charges

Hire charges are reviewed annually; current charges are set out in the **Hire Agreement Form**.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (see above) but the VPC Management Committee must give 14 days' written notice of any such change. The letting may be cancelled by either party, provided that in each circumstance at least 48 hours written notice is given. It is the Hirer's responsibility to notify participants sufficiently in advance of any changes in dates or venues.

Security

The Hirer will be responsible for the security of the event during the hire period, and, where relevant, locking the facility and returning the keys to the VPC or its agent. Keys shall not be passed to any other person without direct permission of the VPC Management Committee.

Right of Access

The VPC Management Committee reserves the right of access to the premises and facilities during any letting.

Conclusion of Hire

The Hirer shall, at the end of the hire period, leave the facilities in a clean and tidy condition, all equipment being returned to the correct place of storage. All litter must be collected and placed in the bins provided. If this condition is not adhered to, an additional charge may be incurred.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hire period. The Hirer is responsible for supervising any children until they are collected by a responsible adult. In the event of an emergency, occupants must leave the premises by the nearest exit and assemble on the car park. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and routes from the outdoor facilities, and must ensure that participants are aware of evacuation procedures.

Conditions of Use

1. Once completed the Hire Request Form should be returned to Nelson's **or** to the Vyner Park Charity Secretary, Jan Anderson, 16 Newton on the Moor, NE65 9JY, 01665 575 145.
2. All VPC facilities bookings must be paid for in full as soon as the booking is confirmed. In the event of a cancellation by the Hirer, no refund will be made unless a clear 48 hours notice of cancellation has been given.
3. Use of the facilities must be correctly supervised by the Hirers who are responsible for their own third party liability cover, and will undertake to pay for any damage caused by their use of any part of the Vyner Park premises.
4. If a letting over-runs the time booked, the VPC reserves the right to require the immediate cessation of the hire and make an additional charge for the extra time. If during the period of hire the Hirer otherwise infringes the Terms & Conditions as set out above, the VPC reserves the right to require the immediate cessation of the hire and the Hirer to forfeit the balance of the payment. Failure to comply with the Terms & Conditions may jeopardise any future application.
5. The Hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. S/he must also keep a register of attendees for Health and Safety reasons. In the event of an evacuation of the building the Hirer is responsible for ensuring that all group members have been evacuated safely.