

Avebury Community Sports and Recreation Committee Conditions of Hire

Avebury Community Sports and Recreation Committee (“ACSRcC” or “the Committee”) is a committee of Avebury Parish Council. This document sets out general conditions (the “Conditions of Hire”) relating to hire of the sportsfield and pavilion at Avebury Sportsfield, Beckhampton Road, Avebury, Wiltshire SN8 1RD (respectively, “the Sportsfield” and “the Pavilion”) and should be read in conjunction with any special conditions agreed by the Committee in relation to specific bookings.

1. Method of Hire

- a. Applications for the hire of the Avebury Sportsfield and/or Pavilion should be made to the Committee via the booking form located on the Avebury Parish Council website (www.aveburyparishcouncil.org) or in paper form to the Bookings Clerk (see paragraph 12 below). Receipt of this form does not constitute a contract unless the applicant (the “Hirer”) receives written confirmation from the Committee.
- b. Hirers will typically be asked to pay in advance, on terms provided by the Committee. In general, single bookings will require payment 21 days in advance, with block bookings agreed in advance and payable on a monthly basis in arrears, or on some other basis separately agreed by the Committee.
- c. Failure to pay hire charges on the terms agreed will result in bookings being cancelled and Hirers being liable for full payment of any equipment booked by the Committee on behalf of the Hirer, or the costs of any services reasonably incurred in advance by the Committee in order to satisfy the booking request (such as grass cutting, line-marking, fencing hire, etc.).

2. Deposits

Any deposit determined by the Committee as being an appropriate condition of a booking (whether a single or block booking) must be paid in advance, and no engagement will be formally booked until this has been received. Any deposit is refundable subject to satisfactory inspection of the Pavilion and Sportsfield by the Committee, in accordance with the conditions set out in paragraph 1. c) above, and paragraph 9 below.

3. Identification of Hirers

In relation to longer-term bookings, Hirers must inform the Committee immediately of any changes in the contact details of the Hirer included in the original Booking Form.

4. Method of Payment

Payments must be made either (i) by cheque supported, by a valid bankers card, crossed ‘A/C Payee’ and made payable to the Avebury Parish Council; or (by agreement with the Committee) (ii) via electronic payment, with the Hirer’s name and date of booking as the “reference” on any payment. Unless previously agreed, single bookings cannot be confirmed until payment is received. The Committee reserves the right to amend the scale of charges at any time without prior notice.

5. VAT

The Committee is currently in discussion with APC and local government advisory services around the requirement to charge VAT on bookings. The Committee understands that block bookings of the Pavilion and Sportsfield will normally be exempted from VAT provided that:

- a. the Hirer is a school, club, association or an organisation representing affiliated clubs or constituent

- associations, such as a local league;
- b. there is at least one day and no more than 14 days between each game/session;
- c. payment for the booking is made in full; and
- d. 10 bookings or more are made in a single transaction.

6. Proof of Payment and Proof of Booking

When using the Sportsfield and/or Pavilion, Hirers should be prepared to provide, at the request of a member of the Committee, proof of booking for the relevant period on request (typically, an email from ACSReC acknowledging receipt of payment and including the booking details), and should be prepared to leave the premises if unable to do so.

7. Cancellations

a. Block Bookings

If Hirers are unable to use the Sportsfield through inclement weather, or are forced to re-arrange individual fixtures through circumstances beyond their control, the Committee will try to reallocate the lost games to additional dates at the end of the relevant season at no additional charge.

b. Single Bookings

Hirers wishing to cancel a one-off hire (single booking) of either the Pavilion or Sportsfield must do so in writing (by post or by email) to the Bookings Clerk no less than seven days prior to the booking date. Fees will be refunded, subject to any costs incurred by the Committee as set out in 1.c) above. Cancellation requests received less than seven days prior to the booking date will only be refunded at the discretion of the Committee.

For both block and single bookings, neither the Committee nor APC shall be liable for any financial (or other) loss or damage suffered by Hirers in the event of a booking being cancelled or rendered impossible by reason of inclement weather, accident, security incident, or other like causes or because of events beyond the Committee's control. The Committee reserves the right to close the premises at any time for emergency or periodic maintenance. Advance warning of such works will be given where possible.

8. Culpability

Neither the Committee nor APC shall be responsible for any loss of, or damage to, property of either Hirers or third parties arising out of the hiring; or for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the Pavilion or Sportsfield during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

9. Specific Conditions

- a. The Hire of the Pavilion and Sportsfield will be for the specific agreed times shown on the booking form and does not entitle Hirers to use or enter the premises at any other time. The premises shall only be used for lawful activities. The Committee does not represent that the Pavilion or Sportsfield is fit for any particular purpose and Hirers must satisfy themselves in this respect.
- b. The Sportsfield or Pavilion (in whole or in part) may only be used when in a fit condition and any decision as to condition of the Sportsfield or Pavilion shall be left to the Committee, whose decision

shall be final and binding. During or immediately following inclement weather, the fitness of the Sportsfield must be ascertained in advance by contacting the Committee using the details on the APC website, or via the Bookings Clerk.

- c. Hirers shall be entirely responsible for taking proper precautions for the protection of children and others on all parts of the Sportsfield, and in particular for keeping them off pitches during play.
- d. Hirers must accept full liability for any accident arising from their use of the Sportsfield and Pavilion, also for all damage that may be done therein or thereon.
- e. Hirers using the Pavilion or Sportsfield for events that are open to the general public must provide the Committee on request with a statement of the likely risks it faces and evidence that adequate Public Liability Insurance cover is in place in relation to those risks and activities.
- f. Hirers must ensure compliance with all the relevant legislation, orders and regulations, in particular, those relating to music, singing and dancing.
- g. No advertising or publicity material can be displayed inside or outside the Pavilion or on the Sportsfield without the prior approval of the Committee.
- h. Equipment hired as part of the booking can only be used on the premises.
- i. Hirers using the Pavilion are responsible for ensuring that all parts of the building (including toilets where applicable) are used appropriately, and left in a clean and tidy condition. In particular:
 - i. All empty bottles, cans, paper, food debris and any other waste matter must be cleared from the Pavilion, and suitably disposed of in the recycling boxes provided or (for non-recyclable waste) taken away by the Hirer.
 - ii. Chairs must be cleaned, stacked and replaced to their storage area.
 - iii. Any spilt liquids must be mopped up; floor areas must be swept clean.
 - iv. Tables and work surfaces must be cleaned; and tables returned to their storage areas.
 - v. All loose rubbish must be put into the bins provided.
 - vi. If Hirers have been issued with keys to the Pavilion, they are wholly responsible for locking up at the end of the hire and returning the key to the Committee.
 - vii. Taps and lights should be switched off, unless otherwise agreed with the Committee.
 - viii. Toilets must be cleaned and left ready for the next user of the Pavilion.
- j. Hirers will be liable for the costs of any additional cleaning of the Pavilion, should this be deemed necessary by the Committee. Hirers will be responsible for replacement 'as new' of any damaged equipment, furniture or property, and for the full cost of making good any damage to the building, fixtures and fittings. The return of any deposit will be at the discretion of the Committee.
- k. If Hirers have used the Sportsfield, they are responsible for:-
 - i. Ensuring all litter or debris has been collected and disposed of carefully.
 - ii. Repairing any visible marks or divots to the field.
 - iii. Immediately reporting any damage caused by vehicles to the Committee during use.
 - iv. Ensuring that the all gates to the Sportsfield (pedestrian and vehicle access gates) are closed.
- l. At all times, Hirers must provide their own protection for property or goods brought, deposited or left in the Pavilion or on the Sportsfield, as no responsibility can be accepted by the Committee in respect of any damage to or loss (including theft) of any property so deposited or left.

10. Conditions relating to Health and Safety in the Pavilion and on the Sportsfield

- a. Fire exits in the Pavilion must not be obstructed in any manner at all. During hire, fire doors (marked as such) in the Pavilion must be unbolted.
- b. Hirers must ensure that all the users present are aware of the fire procedures, which are displayed in the building, and should be familiar with how fire equipment provided is used. Barbecues must not be used anywhere on the Sportsfield without prior consent from the Committee.
- c. Hirers must provide their own First Aid kit, containing materials appropriate to the activities. The Committee does not provide these facilities.
- d. With the exception of guide dogs, no animals will be allowed within the Pavilion or on the Sportsfield, without prior permission of the Committee. Dog owners should be made aware that dog fouling is prohibited on all sports grounds and owners must clear up after their animal(s).
- e. APC has a policy of no smoking in all its public buildings. This must be adhered to at all times.

11. Restrictions on Uses of the Sportsfield and Pavilion

The Committee will always do what it reasonably can to accommodate the requirements of Hirers, but reserves the right to refuse an application without stating the reason.

In considering bookings, the Committee will have regard to the following considerations:

A. The terms of the current lease between the National Trust (Landlord) and APC (Tenant)

Key terms of this agreement include:

- a. The premises can only be used as a recreational and sports ground.
- b. Holding shows, fêtes or auctions requires the Committee to seek the prior approval of the National Trust, and to inform the National Trust of the specific type of show or fête proposed, and the objects.
- c. The following activities are prohibited:
 - i. Any fair, or offensive, noisy or dangerous trade, business, manufacture or occupation;
 - ii. Use of the premises for political purposes;
 - iii. Use of the premises for professional purposes;
 - iv. Use of the premises for illegal or immoral purposes;
 - v. Use of the premises for the sale of intoxicating liquors.
- d. There is a general prohibition on any activity which shall or may be or become a nuisance, damage, annoyance or inconvenience to the National Trust, or its tenants, or to the owners or occupiers of neighbouring property, or to the public.

B. Activities and uses laid out in the Committee's Terms of Reference (adopted in November 2015)

The Committee's Terms of Reference envisages the following uses for the Sportsfield and Pavilion:

- i. Sports, including continuing use for cricket and football;
- ii. Recreation;

- iii. Community benefit activities;
- iv. Charity events benefiting parishioners;
- v. Fund raising to meet running costs; and
- vi. Other similar uses.

C. Commercial Activities

In accordance with the guidance set out in A. and B. above, the Committee will not accept bookings for activities which are either purely commercial, or which compete with commercial activity already taking place within the Parish.

12. Contact Details

For booking or other enquiries please contact the Bookings Clerk, via email on bookings@aveburyparishcouncil.org.uk, or via the Bookings form on the Avebury Parish Council website (www.aveburyparishcouncil.org.uk).