

Marston Moreteyne Playing Fields

Marston Moreteyne Playing Fields Pavilion Sports Hall and MUGA – Terms of Use

Pavilion Sports Hall is run and maintained by Marston Moreteyne Playing Fields Committee (“MMPFC”). These Terms of Hire apply to all hiring of the Pavilion Sports Hall or MUGA (Multi Use Games Area). The terminology used throughout these Terms of Hire will be explained to you by the Bookings Officer if you are in any doubt.

1. Hours of Opening Subject to availability, the Premises shall be available to hire at the following times:

Monday to Saturday	09.00 – 23.30
Sunday	09.00 – 22.00

Adequate provision shall be made by the Hirer for setting up and tidying up within these hours

2. Rates The schedule of current rates can be request from the Committee Secretary . On booking, an invoice will be emailed to hirers. The full hire cost and the security deposit are payable within seven days of the invoice date. If payment is not received within seven days, the booking will be cancelled and the date will become available on the diary calendar. The security deposit will be refunded within 14 days of the event assuming our Terms of Hire have been complied with.

3. Capacity The number of people on the Premises, as defined in the Premises licence, shall not exceed: Pavilion Sports Hall maximum 55 people.

4. End of Hire At the end of the Hiring Period the Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, and replacing any items temporarily removed from their usual positions, otherwise the MMPFC shall be at liberty to make an additional charge. In particular, if damage is found in the main Pavilion Hall, Kitchen and Toilets after an event, the Hirer’s deposit will be withheld.

Litter shall not be left in or about the premises. The Hirer should also ensure that any heating, lighting and electrical equipment is turned off at the end of the Hiring Period.

5. Cancellation If a Hirer cancels a booking with less than seven days’ notice, repayment of the hire fee and OR deposit shall be at the discretion of the MMPFC.

The Committee reserves the right to cancel a hiring in the event of:

- (a) The Premises being required for use as a Polling Station for a Parliamentary, Local Government election or by election, or as a result of Council arbitration.
- (b) The Premises being used as an emergency shelter.
- (c) The Company reasonably considering that such hiring may lead to a breach of legal or statutory requirements, or the taking place of unlawful or unsuitable activities.
- (d) The Premises becomes unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any hire fee and security deposit already paid, but the Company shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

6. Nuisance The Hirer shall ensure that noise is kept to a minimum on arrival and departure, particularly late at night and early in the morning, and shall also ensure that noise during the Hiring Period is such as not to cause annoyance to residents in the locality of the Premises or cause injury to any person.

The Premises are situated in a residential area and we have a responsibility to our neighbours to keep noise to a reasonable level. When leaving the Pavilion, MUGA and Playing Field Facilities we ask that you be mindful and respect to our community.

7. Supervision The Hirer must be present at all times during the event. The Hirer shall, during the Hiring Period, be responsible for: supervision of the Premises; care of the fabric of the Premises and the contents; the behaviour of all persons using the Premises whatever their capacity; and supervision of car parking arrangements.

8. Children must be supervised at all times. The Hirer shall be responsible for ensuring that any activities for children comply with the statutory provisions in force from time to time and that only fit and proper persons have access to children whilst children are on the Premises.

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9. Use of Premises The Hirer shall not use the Premises for any purpose other than that for which the hire has been agreed and shall not sub-hire or allow the Premises to be used in any unlawful way or for any unlawful purpose.

The Hirer shall not do anything, or bring onto the Premises anything, which may endanger or render invalid any insurance policies in respect of the Premises.

10. Insurances The Company has adequate Public Liability and Buildings and Contents insurance in place to cover its own responsibilities and liabilities. Please be aware that the Company or its insurance company may take steps to recover from the Hirer the cost of any malicious or accidental loss or damage caused. Public Liability cover is not extended to the Hirer's responsibilities and liabilities. The Hirer shall be responsible for making arrangements to take out adequate insurance to protect themselves and others against all claims arising as a result of their hire and use of the Premises.

11. Liability The Company will not accept liability for any loss (including any loss of revenue) or injury sustained by the Hirer or guests attending the function for which the Premises has been hired, unless and only if it is attributable to the Company's negligence or that of its officers or employees.

12. Indemnity The Hirer shall indemnify the Company against (a) the cost of repair of any damage done to any part of the Premises, including its immediate surroundings and the contents, which may occur during the Hiring Period as a result of the hiring and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises by the Hirer.

13. Accidents and Dangerous Occurrences The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the MMPFC accident book. Any failure of equipment situated in the Premises must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. A COMMITTEE member of the will give assistance in completing this form.

14. Public Safety Compliance The Hirer shall 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 connection with an event which includes public dancing or music or other similar public entertainment or stage plays.

15. Animals?.

16. 19 Hirer's Equipment The Company accepts no responsibility for any equipment or other property brought onto or left at the Premises. Equipment must comply with current safety regulations and the Hirer shall ensure that any electrical appliances brought onto the Premises and used there are in safe and good working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of one.

17. Alterations No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Committee.

18. Fly Posting. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Pavilion Hall and or Playing Fields.

19. Hirer Acknowledgement The Hirer acknowledges that they have received instructions in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Premises
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- The importance of any fire doors being kept closed when not in use and NOT being wedged open.

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There shall be a minimum of one competent person (Hirer) on the Premises to assist people entering and leaving the premises in the event of an emergency.

20.Means of Escape All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit.

21.Emergency Lighting The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the Premises is occupied (if not operated by an automatic mains failure switching device).

22.Fire Safety In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. There is NO telephone on the Premises. The Fire Assembly point is at the far end of the car park.

The exact location of the Fire Doors and Fire Extinguishers must be noted before the Premises are occupied and the manner of opening Fire Doors should be made known to your guests.

If the Fire Brigade is called to any outbreak of fire, however slight, details thereof shall be given to the Committee.

23.Dangerous Performances involving danger to the public shall not be given.

24.Explosives and Flammable Substances Highly flammable substances shall not be brought into, or used in any portion of the Premises. All combustible decorations (for example sets and props) must be treated with a fire retardant and shall not be erected without the prior consent of the Committee.

25.Heating - No heating appliances shall be used on the Premises without the prior consent of the Committee.

26.Health and Hygiene If preparing or serving food the Hirer shall observe all relevant food safety and health and safety legislation. Any bins should be emptied at the end of the hire and waste either deposited in appropriate bins or taken home.

27.Smoking Smoking is not permitted in the Pavilion Hall or MUGA. Smoking is only permitted outside, at least five metres away from any door to the Village Hall.

28.Car Parking The Premises is sited on a public road and this must not be obstructed. All visitors to the Premises are requested to park their vehicles in the Pavilion Hall car park which is adjacent and has allocated parking places, including two disabled parking places. If the car park is full, additional space are available on Bedford Road pleas be mindful of the Residential Homes and Drive Ways?

29.Sale of Goods If the Hirer will be selling goods on the premises, the Hirer must ensure that they comply with Fair Trading.

Chairman
M Teague

Secretary
P Sayer