



Standard conditions for the Use and Hire of The Severals Sports Pavilion

1. Definitions

For the purpose of these standard conditions the following definitions will apply:

- a) 'The Management' means Newmarket Town Council, King Edward VII Memorial Hall, High Street, Newmarket. CB8 8JP and shall deem to include the duly authorised officers and employees thereof.
- b) 'The facility or facilities' means the Severals Sports Pavilion including any fixtures or fittings and if appropriate sports equipment belonging to the Management.
- c) The expression 'user' means any person using the facilities and includes visitors, spectators and any person, company or organisation hiring the facilities.
- d) The expression 'hirer' means any person, who must be over the age of 18 years, who is responsible for the hiring of facilities on behalf of any individual, group, company or organisation.
- e) The term 'casual booking' means use of the pavilion which is booked up to 7 days in advance
- f) The term 'period booking' means a series of bookings, booked in advance
- g) The term 'block booking' or 'series of lets' means 10 or more bookings (see condition 3)

2. Bookings and Hire

- a) All bookings will be for the minimum specified on the booking form, with a 20% deposit (non-refundable) taken on receipt of booking.
- b) The pavilion is only available for hire from **9am** until **9pm** Monday-Sunday. Please note that the playing field is not available for use, until after 1.00pm, on a daily basis.
- c) All bookings will be accepted on a 'first come – first served' basis and if you require the pavilion on a regular basis we recommend that you consider making a block booking.
- d) Casual bookings can be made by individuals, clubs and organisations up to 7 days in advance, by contacting the booking Clerk on 01638 667227, subject to availability.
- e) Applications for period bookings, block bookings or series of lets must be made, in writing, using the prescribed form. Application forms must be signed by the individual or an authorised official of the club or organisation. The hirer will receive written confirmation signifying whether or not the booking has been accepted.
- f) The Management reserves the right to refuse any bookings that they feel are inappropriate.
- g) Bookings will be accepted for the hire of sports equipment owned, by the Management, where the hirer does not want or need to have access to the pavilion.

- h) The Management reserves the right to decline any bookings in circumstances where the caretaker or other designated key holder is unavailable to unlock the pavilion at the start of the period of hire or unavailable to secure the building at the end of the hire period.

3. Block Bookings

- a) Block booking shall mean a regular booking of 10 sessions or as determined by HM Customs & Excise from time to time for the purpose of Value Added Tax (VAT).

4. Hire Charges

- a) The charges for the use of the facilities shall be as advertised or as agreed at the time of booking. Charges are subject to review and may be altered by the Management from time to time, entirely at the Management discretion.
- b) In the event that charges have not been paid in accordance with these conditions, all further bookings may be cancelled, without notice, by the Management.

5. Cancellations

- a) The Management reserves the right to cancel bookings at any time before the proposed event and reserves the right to close, prohibit or limit the use of the facilities, entirely at its discretion, at any time. The Management will not be liable for any loss or expenditure incurred by or on behalf of the hirer or on behalf of any other person arising from the exercise of this discretion, or for the cancellation of any booking, by the Management, for any reason.
- b) In the event of cancellation by the hirer or failure to take up the booking within 14 days of the scheduled date, the hirer is liable to pay the Management the full hire charge. If cancellation by the hirer is received within 14 days of the booking then the hirer will be entitled to a full refund less an administration fee of no more than 25% of the hire charge.

6. Admission

- a) The caretaker will unlock the pavilion 30 minutes prior to the start of the hire period or start of play unless any other arrangement is made prior to hire. The building will remain unlocked until the end of the hire period. The hirer should ensure that someone is present within the pavilion throughout this period.
- b) The Management may refuse the admission of any person to the pavilion and may require any person to leave the pavilion at any time.
- c) The right to use the pavilion or equipment is not transferable and any of the facilities hired shall not be used for any purpose other than specified at the time of booking.
- d) The hirer is responsible for the administration, organisation and control of the particular hiring in accordance with the Management's requirements.
- e) The Severals Sports Pavilion will be open to the free ingress and inspection, at all times by authorised Officers and employees of Newmarket Town Council and persons duly authorised by the Management.

7. Conduct

- a) The hirer is responsible for ensuring that all users of the facility comply with any rules and regulations specified by the Management whether they be verbal or in writing. This is to include any instructions issued by the caretaker.

- b) A hirer shall pay to the Management the full cost of remedying any damage (other than fair wear and tear) done, caused or occasioned to the pavilion, fixtures and fittings, equipment or other contents thereof, by the user or any person participating in the use of the facilities during the period of hire.
- c) A hirer will ensure that the maximum numbers admitted to the pavilion shall not exceed the number specified by the Management.
- d) A hirer will be familiar with the pavilions emergency evacuation procedure including the location of safety equipment, telephone and local emergency contact telephone numbers.
- e) There is strictly NO SMOKING permitted within the Pavilion. Penalties are subject to National Law.
- f) A user may not alter or interfere with the structure, any equipment or fittings at the pavilion without the prior written permission of the Management.
- g) A user must not allow or perform any act within the pavilion that infringes any copyright. The hirer must comply with all Performing Rights Society (PRS) regulations and obtain all necessary licences in respect of sound recording.

8. Health & Safety

- a) The hirer agrees to comply with the requirements of the Electrical Equipment (Safety) Regulations 1994. If the hirer is operating any portable electrical appliances it must have a current and valid electrical safety test label or certificate.
- b) The hirer is responsible for ensuring that all doorways, corridors, exits, emergency exits and entrances are kept unobstructed at all times.
- c) Hirers must make themselves aware of Fire Regulations and procedures for evacuating the pavilion.
- d) No explosives, flammable liquids or gas containers shall be brought into the pavilion and the use of naked flames and candles, in any part of the building, is strictly prohibited.
- e) The use of barbeques is not permitted without the prior written consent of the Management.

9. Food Hygiene and Safety

- a) The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent legislation in respect of food preparation and storage.
- b) The hirer is expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purposes intended.
- c) The hirer is required to dispose of all waste in the bin provided at the rear of the pavilion and ensure that the kitchen is left in a clean and tidy condition.

10. Liabilities

- a) Use of the pavilion and sports facilities is permitted entirely at the users own risk and users must satisfy themselves that they have taken all reasonable precautions. Where appropriate, the Management may request to see copies of any H & S risk assessments.
- b) The Management will not be liable for any losses suffered or personal injury occasioned, to any user, except where such losses or injury are directly attributable to the negligence of the

Management or its servants or agents. In any event the Management will not be liable for any consequential loss, however caused.

- c) The Management does not accept responsibility or liability for any damage to or loss of any property or articles left or placed in the pavilion by a user.
- d) The hirer shall provide a copy of any relevant public liability and indemnity insurance as requested by the Management.

11. Criminal Records Bureau Checks

It is Newmarket Town Council's policy that all of their staff, working in front line Leisure Services, receives an enhanced Criminal Records Bureau (CRB) check. This policy is designed to safeguard children and vulnerable adults.

It is strongly recommended that all hirers use only approved coaches or volunteer help where the activity involves working with vulnerable groups.

12. Contraventions

Any person contravening any part of these Standard Conditions may be required to forfeit their booking or hire and, if required, shall immediately leave the pavilion and may be refused future access or use.

13. Licensed Activities

Where the use of the pavilion or facilities involves the undertaking of any activity subject to the requirements of licensing under the Licensing Act 2003, it is the responsibility of the hirer to ensure that the appropriate valid license is in force.

14. Car Parking Facilities

There is no car parking available on site. Vehicles must be parked at a designated car park and under no circumstances are they to be parked on the grass areas. (details of public car parks are available on request).

15. Alteration and Amendments to these Standard Conditions

These Standard Conditions or any part thereof can be altered, amended, added to, excluded, modified, varied, revoked or waived at any time at the discretion of the Management.

16. Further Information

For further information on these Standard Conditions for the Use and Hire of the Severals Sports Pavilion please contact:

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