

# GUILSBOROUGH PLAYING FIELD ASSOCIATION BOOKING FORM & HIRE AGREEMENT

**THIS AGREEMENT** is made between **GUILSBOROUGH PLAYING FIELD ASSOCIATION** and **THE HIRER** whereby in consideration of the sum(s) shown below **GUILSBOROUGH PLAYING FIELD ASSOCIATION** agrees to permit **THE HIRER** to use the property for the purpose and for the period(s) all stated below. All bookings and enquiries should be directed to .....**Graham Byars 01604740545 Graham.Byars@hotmail.com**.....

Please complete in CAPITAL letters  
**1. ORGANISATION DETAILS.**

Organisation: .....

Responsible Person (Over 21): .....

Address: .....

Post Code: .....

Email:.....

Tel No: .....

## 2. HIRE DETAILS

Hire of Premises (delete as necessary) Pavilion &/or Sports Fields

Purpose of Hire: .....

Date of Hire: .....

Times of Hire: .....

Sports Match	YES / NO	Will Food or Alcohol be on sale?	YES / NO
Sports Training	YES / NO	Will a Marquee be required?	YES / NO
Public Event	YES / NO	Is a Temporary Event Notice required?	YES / NO
Charity Event	YES / NO		

## 3. HIRE CHARGES.

Car Boot Sale **£15.00** per hour                      Private Functions **£15.00** per hour  
Public Event **£15.00** per hour                      External sports clubs **£TBA.00** per hour  
Charity Event **£TBA .00** per hour

Total Sum to be paid:- .....  
(Please contact the ..... if you are unsure into which category your event falls)

SIGNED on behalf of **THE HIRER** (Signatory must be over 21)  
.....

DATE .....

SIGNED on behalf of **GUILSBOROUGH PLAYING FIELD ASSOCIATION**  
.....

DATE .....

N.B. Guilsborough Playing Field Association reserves the right to change the Terms & Conditions as it sees fit but will endeavour to consult with users before doing so.

## TERMS AND CONDITIONS OF HIRE

### Summary

1. The Hire Agreement is between Guilsborough Playing Field Association (GPFA) and the Hirer. The Hirer undertakes that he/she is not entering into the Hire Agreement on behalf of any third party. The GPFA and those person nominated to act on its behalf will enforce the following terms and conditions and to be generally responsible for matters arising out of the use of the premises or otherwise. The GPFA is required to prevent the misuse of any article, appliance or apparatus and to prevent any event, exhibition or performance which he/she may consider objectionable, dangerous or likely to cause disturbance to others. The responsibilities the GPFA shall in no way absolve the Hirer from his/her obligations under these terms and conditions.

### Agreement/Undertaking

2.1. The Hirer undertakes to comply with these Terms and Conditions and any statutory provisions governing the use of the premises and to indemnify and save harmless the GPFA from all penalties and costs it may incur in consequence of any default in complying with such Terms and Conditions.

2.2. Upon acceptance of the agreement, the Hirer becomes responsible for fulfilling the terms and conditions as outlined below. If the Hirer does not comply with the terms outlined below, they are subject to termination of the agreement, with immediate effect.

2.3. The Hirer is responsible for ensuring the Premises are used in a satisfactory manner, and that all payments are cleared at the pre-arranged time.

2.4 The GPFA is responsible for ensuring the Premises are readily available for the Hirer to use for the pre-arranged time.

### Insurance

3.1. Every regular hirer must have public liability insurance with a minimum of £2,000,000.00 and a copy of the relevant insurance certificate must be submitted to the GPFA at the same time as completion of this form.

3.2. The GPFA does not undertake insurance cover for individuals, clubs or equipment. Hirers must, therefore, make their own insurance arrangements. Private functions hire the facilities at their own risk and the GPFA accepts no responsibility.

3.3 Whilst the GPFA holds buildings and contents, liability and indemnity insurance for the Pavilion and sports fields, the Hirer shall agree to pay reasonable costs towards any uninsured losses not covered by the GPFA or the Hirers insurance cover. The Hirer would, in the event of any damage, destruction or stolen items, be advised of any costs incurred not covered by insurance(s) and be invoiced accordingly.

### Use of the Pavilion & Sports Field

4.1. Hirers must leave the rooms promptly at the designated finish time as other hirers may be waiting to use the space.

4.2. Any overrun booking will be charged at an hourly rate of £15.00 for any part thereof.

4.3. All music whether live, recorded or karaoke will cease at 23.00hrs.

4.4. The Hirer has a responsibility to ensure that any event complies with all current regulations and law regarding noise levels and disturbance to local residents.

4.5. All visitors are requested to respect the nearby residents living in proximity to the venue.

4.6. No alcohol is to be served to under age persons during any event. It is recommended that no one under 21 is served and identification is requested.

4.7. No glass or chinaware is permitted to be taken out of the Premises. Drinks may only be taken outside in plastic or polystyrene receptacles.

4.8. The Hirer is not permitted to promote their hire as a paid event without consent from the GPFA.

4.9. The Hirer agrees to leave the Premises as found for the next hirer, i.e. rubbish placed in the external bin and furniture left neatly. If the Premises is found to be in an unsuitable state, the hirer may be charged for cleaning at a price determined by the GPFA which is non-negotiable.

4.10. Sub-letting is strictly prohibited. Sub-letting without consent from the GPFA will result in termination of the agreement with immediate effect.

4.11. The use of the Premises for sleeping is strictly prohibited.

4.12. The building is to be secured at the designated finish time ensuring all lights, heating, showers and taps are turned off and all windows and doors are locked.

4.13. The Hirers equipment or property may only be stored on the Premises with prior consent of the GPFA.

### **Hire and Deposit Payment**

5.1. The Hirer must pay the amount of the hire in full prior to the hire date.

5.2. If payment is overdue from the date shown on the Hire Agreement, the GPFA has the right to cancel the booking.

5.3. Payment may be made by cash, cheques or into the GPFA Bank Account direct.

5.4. If the Hirer chooses to pay by cheque, it must be provided 5 days before the hire period and be made payable to **GUILSBOROUGH PLAYING FIELD ASSOCIATION** with the Hirer's name and address on the back. The GPFA will allow five working days for the cheque to clear. If the cheque fails to clear after this time, the Hirer will be notified and another form of payment will be required.

5.5. The appropriate amount must be made in full. The GPFA cannot accept underpayments, or provide change for overpayments. Split payments using different payment methods for the full amount are acceptable.

### **Cancellations and Alterations**

6.1. If the Hirer wishes to alter or cancel their booking, they must contact the GPFA immediately.

6.2. If the Hirer wishes to alter the time or date of their booking, the GPFA must first agree on availability. Pending agreement, no additional fee will be required.

6.3. Any cancellations that the Hirer makes 72 hours prior to the booking date will not be subject to any fee. The GPFA agrees to refund the amount within 28 working days. The GPFA can only make refund payments through a cheque transaction.

6.4. Any cancellations that occur at 48 hours prior to the booking date are entitled to a 50% refund of the Hire charge. The GPFA agrees to refund 50% of Hire Charge within 28 working days. The GPFA can only make refund payments through a cheque transaction.

6.5. Any cancellations that occur within 48 hours of the booking date will not receive a Hire charge refund. The GPFA can only make refund payments through a cheque transaction.

6.6. Unless otherwise specified, the agreement between the GPFA and the Hirer will remain intact.

6.7. The GPFA may cancel a booking at any time for any reason with a month's notice. Any payments made will be refunded within 28 working days.

6.8. The GPFA may cancel the booking if the Hirer becomes insolvent, or enters into liquidation, is bankrupt or in receivership.

6.9. The GPFA may cancel the booking if the booking may prejudice the GPFA's reputation.

6.10. The GPFA may cancel the booking if the Hirer is in breach of any of these Terms and Conditions and in any of these events no money will be refunded to the Hirer.

6.11. The GPFA may be forced to cancel the booking if the premises are closed owing to circumstances outside its control, in which situation monies already paid will be refunded, but no additional liability shall be incurred by the GPFA.

### **Damage and Loss**

7.1. The Hirer will be responsible for all loss or damage to property at the premises or brought onto the premises or any injury or loss to persons or things caused by or in consequence of any act or omission on the part of the Hirer and those invited onto the premises by him/her. The Hirer must preserve order during the event. If any damage is done to the premises and/or the GPFA's fittings, goods and effects including loss of keys during the preparation for or during the event, the cost of replacing the key / locks may be charged to the Hirer.

7.2. The GPFA shall not accept responsibility for any loss of or damage to any equipment or property hired or stored on the Premises.

7.3. Vehicles and contents are left on site entirely at the owner's risk.

### **Health and Safety**

8.1. The Hirer agrees to abide by the strict rules and regulations as imposed by the GPFA in regards to Health and Safety and preventing dangerous or hazardous activity within the Premises. **These documents will be sent to the hirer and/or can be seen at GPFA website. www.**

8.2. If, in the opinion of the GPFA, any item brought onto the premises by the Hirer, his/her agents, or guests constitute a danger/risk, he/she may be required to remove it. The GPFA will not accept

responsibility or liability in respect of injury caused by any item brought onto the premises by the Hirer, his/her agents, staff or guests.

8.3. Nothing flammable shall be brought onto the premises without the prior consent in writing of the GPFA. Details must be supplied of any flammable items at the earliest opportunity and agreement must be reached at least five days before the event takes place. Should the GPFA's insurers levy a charge for the additional flammable item(s), that charge will be passed on to the Hirer.

8.4. Smoking is strictly prohibited inside the premises at all times.

8.5. The Hirer is responsible for ensuring that the space booked is large enough to accommodate the hirer's guests. The GPFA will intervene if it is believed that the hirer intends to allow persons in excess of the Premise's capacity. The GPFA has the right in this instance to refuse entry to the Hirer, or related guests and terminate the booking if necessary. In this situation, no refund will be issued.

8.6. Upon arrival at the Premises, the Hirer becomes the Responsible Person for their event during the period of hire.

8.7. No obstructions should be placed in gangways or exits, nor in front of emergency exits, which should remain clear at all times.

8.8. Fire-fighting equipment shall be kept in its proper place and only used for its intended purpose.

8.9. All electrical equipment brought onto the premises shall comply with current electrical safety regulations and have received PAT testing by a certified electrician.

8.10. In the event of an emergency, the appropriate emergency services must be called.

### **Compliance and Undertaking**

9.1. If the Hirer refuses or neglects to comply with any of these Terms and Conditions or with any instructions given by the GPFA, he/she and his/her guests, employees or caterers may be excluded until the Hirer does comply, but without relieving the Hirer of his/her obligations under this agreement.

9.2. The contract is between the GPFA and the Hirer. The Hirer undertakes that he/she is not entering into this contract on behalf of a third party and that the information on the Hire Agreement is true