

Little Clacton Playing Field Trust
Hire Agreement and Conditions of use



The Plough Corner Multi Use Games Area (MUGA) facility is a Parish Council project to rejuvenate the old Tennis Courts, which had sat in disrepair for many years. The works took over a year to complete and the community now has two MUGA pitches for football, basketball and tennis - (summer).

The public can book the MUGA pitches, free of charge, during certain hours of the week. On online booking system allows users to pick available days and times when the facility is for public use.

<https://webbookings.co/littleclacton>

The terms and conditions of use can be found below and must be agreed to before a booking can be completed. Once you have booked you will be provided with an entry code for a keypad which is located just before the silver metal gates on the main entrance to the Essex Cares site.

1 DEFINITIONS

‘Act of God’ shall mean an event or series of events that are beyond the control of either party and includes weather patterns, or conditions that make the staging of the Event unsafe or untenable.

‘Event’ shall mean any organised event for which the hirer has agreed use of the site.

‘Hirer’ shall mean the person, company, association, partnership or group of companies that conduct and are responsible for the running of the Event.

‘Site’ shall mean the Little Clacton Playing Field and Recreation Ground (Inc MUGA Pitch)

‘LCPT’ shall mean Little Clacton Playing Field Trust

‘Works’ include all building and construction and earth moving and other preparations that involve alterations of a Venue for the Event to be conducted safely.

2 GENERAL CONDITIONS

2.1 LCPT reserves the right to refuse any application or cancel any bookings at any time, or to impose further reasonable obligations on a Hirer that are not stated within these Conditions. Any further obligations to be advised by LCPT in writing. Failure by the Hirer to meet such obligations will be grounds for cancellation.

2.3 The Hirer shall be directly responsible for all acts or omissions of its employee's sub-contractors servants agents and visitors to the Event. Where the Hirer intends to use a third party's equipment or third-party subcontractors for its Events, the Hirer must not agree to any terms with a third party that conflicts with these Terms and Conditions.

2.4 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by it, its employees and contractors, and for failures to manage crowds at an Event.

2.5 The Hirer shall remove any persons from an Event if deemed necessary to ensure public order at an Event. Such removal may include employees and sub-contractors of the Hirer.

2.6 The Hirer acknowledges that the Site is fit for the purpose of the Event and that it has inspected the Site fully to ensure the Site is suitable for the Event. LCPT makes no representation as to the suitability of the Site for the Event. The Hirer may prior to the Event request that works be conducted to prepare the Site for the Event but LCPT may in its absolute discretion approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval in writing and in advance of the Event.

2.7 The Hirer agrees that parking and access for the site is located at Little Clacton Playing Field Trust, The recreation FIELD, Plough Corner. It is the hirers responsibility to ensure that event participants use this parking area.

3 HIRER'S RESPONSIBILITIES

3.1 In consideration of LCPT making the site available, the Hirer shall pay the Hire Fee and conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.

3.2 The conditions of hire set out below shall remain in force until such time that the hire period has been completed.

4 BOOKINGS

4.1 All applications for the hire of a Site can be made via an online booking system <https://webbookings.co/littleclacton>. LCPT reserves the right to refuse any application. If LCPT accepts the application, the person or persons signing these terms and conditions form shall be deemed to be the hirer as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to LCPT for the payment of the hiring fees and charges (**where applicable**) and for the strict observance of these Conditions of Hire.

5 HIRE FEE (Where applicable)

5.1 LCPT shall determine the hire fee for use of the Site and facilities, which shall be agreed before the commencement of the hire agreement. LCPT reserves the right to reasonably alter charges, without

notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually and changes are implemented with effect from 1st January each year.

6 DEPOSIT

6.1 Where requested by LCPT an Event Deposit is to be paid at least seven days before the Event. The Deposit to be returned to the organiser after the Event subject to a deduction therefrom of any expenses incurred by the LCPT in respect of making good any damage to LCPT land or property caused by the Event or to pay for any services used during the event e.g. Power & water

7 PAYMENT (Where applicable)

7.1 Payment of all approved fees and charges due MUST be made prior to the date of the Event, (UNLESS OTHERWISE AGREED BEFORE HAND). The Hirer shall pay such approved fees and charges within fourteen days of the receipt of LCPT's official invoice, or by the stated payment date. Non-payment of fees and charges due by the hirer seven days preceding the Event will render the hire of the Site subject to cancellation by LCPT, at their discretion.

8 CANCELLATION BY HIRER

8.1 If a hire period is cancelled by the Hirer or organisation for any reason, other than an Act of God, the following rebates on the hiring fee will apply: -

Hirer to pay any costs directly incurred. The above charge will be levied irrespective of whether facilities are subsequently re-hired. In addition, any other payment which may have been made by LCPT in association with the hire period will be levied against the Hirer. Notification of cancellation to be made in writing.

9 CANCELLATION BY LITTLE CLACTON PLAYING FIELD TRUST

9.1 LCPT reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.

9.2 The hiring fee already paid in respect of any period cancelled or terminated under 9.1 above will be refunded.

9.3 LCPT will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 9.1 above.

9.4 The use of certain facilities during a hire period may be prohibited and/or varied by LCPT at any time.

10 DAMAGE TO, OR LOSS OF PROPERTY

10.1 Unless caused by its own negligence LCPT accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left at each Site or any part thereof, by an organisation, or member of any organisation, or any individual attending a booking.

11 PROPERTY LEFT AT THE VENUE

11.1 LCPT may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the Hirer fails to collect the property within Thirty days, LCPT may dispose of the property without further notice to the Hirer.

12 GROUND REINSTATEMENT

12.1 The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any such damage to LCPT on the first working day following the hiring via email to lcpc2@btinternet.com

13 LAWFUL AND NECESSARY CONSENTS, POWERS, AUTHORITIES, AND CERTIFICATES

13.1 In running the Event, the Hirer is to ensure that it has complied with all necessary notices, powers, authorities, consents, and certificates, to lawfully enter into and fully perform its obligations under this Agreement.

14 HIRER INDEMNITY

14.1 The Hirer shall fully indemnify LCPT against all liabilities all claims costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LCPT arising out of or in connection with any claim made against LCPT by a third party for loss or damage suffered by that third party arising from the Hirer's Event, unless that loss or damage is caused by the negligence of LCPT.

15 LIMITATION OF LIABILITY

15.1 Nothing in this agreement shall limit or exclude a party's liability:

15.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 for fraud or fraudulent misrepresentation;

15.1.3 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); the Occupiers Liability Act 1957 or any other liability which cannot be limited or excluded by applicable law; or

15.2 Subject to the Indemnity give above, no party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

15.2.1 loss of revenue or anticipated revenue;

15.2.2 loss of savings or anticipated savings;

15.2.3 loss of business opportunity;

15.2.4 loss of profits or anticipated profits;

15.2.5 wasted expenditure; or

15.2.6 any indirect or consequential losses.

15.3 The Hirer's maximum aggregate liability for any act or omission, liability in contract or tort (including negligence) whether or not through its subcontractors, employees, servants or agents, arising under or in connection with this agreement shall be limited to the sum for which it is insured for each claim or any one claim and any series of claims.

15.4 The hirer shall obtain a policy of insurance against third party risks/public liability to the value of minimum £5 million for minor events (small fetes, dog shows, village fairs etc.) and £10 million for medium sized events to major events (bonfire/fireworks events, large audience concerts, funfairs and fair rides attractions etc.).

16 FIRST AID, INJURY, INCIDENT OR ACCIDENT

16.1 By way of these accepted terms and conditions (physically signed by paid hirers) / (agreed to through the online booking process for the public), LCPC accepts no responsibility for injury, accident or death during the use of the facility by either the public (through the online booking system) or that of individuals, groups or teams who have paid to hire the facility through LCPC.

16.2 The Hirer is responsible for ensuring that appropriate First Aid cover is on hand at all times throughout an Event. The location of first aid services shall be made known to patrons of the Event by signage or by other appropriate means.

16.3 In the Event of accident, incident and/or injury, the Hirer will at once take appropriate action.

16.4 A Hirer may be requested to provide specific Medical cover for larger Events; this must be provided by a recognised organisation.

16.5 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

17 DUTY TO REMOVE RUBBISH

17.1 Due to obligations under the Environmental Protection Act, LCPT must pursue all precautions to retain the Site in a litter free state. It is the responsibility of the Hirer to collect and remove rubbish from the Site at the end of the hire period.

17.2 LCPT reserves the right to levy an additional cleaning charge if the Site is not left in an acceptable condition and requires clearing or cleaning.

18 HEALTH AND SAFETY

18.1 The Hirer to ensure compliance by it and all its Contractors and Agents with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under the Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, Provision and Use of Work Equipment Regulations 1998 and the Workplace (Health, Safety and Welfare) Regulations 1992.

18.2 The Hirer shall complete their own Risk Assessment prior to the event. The findings of the Risk Assessment must be complied with.

19 BREACH OF CONDITIONS

19.1 The Hirer shall be responsible for ensuring that all the Conditions of Hire are complied with; by all persons using the Site arising out of or in consequence of hiring.

19.2 In the Event of the Hirer breaching any of the conditions of hire, LCPT may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

I confirm agreement to the above terms and conditions.