



# Use of Site Policy

# USE OF SITE POLICY

## Definition of Terms

### **'The Establishment'**

Martock Parish Council

### **'The Hirer'**

The person signing the booking form, or who has made a specific arrangement with the Establishment. When he/she signs on behalf of a club or organisation, that club or organisation shall also be deemed to be the Hirer and shall jointly and severally be liable with the applicant for any breach of these conditions.

### **'The Site'**

The grounds/ buildings / equipment forming part of or belonging to the Establishment that the Hirer has identified on the booking form.

### **'The Responsible Body'**

The Establishment's management committee or any other body charged with responsibility for the use of its premises by the community.

## General Conditions of hire/use

Applications for the hire or use of the facilities must be in writing on the Establishment's booking form, unless other specific arrangements have been made with the Establishment. The Site will be used solely for the event or activity described on the booking form or as arranged with the Establishment. If this booking or arrangement relates to more than one occasion, this one undertaking shall be binding for all occasions when the Site is used. In default of any obligation by the Hirer, subsequent bookings or the arrangement to use the Site may be cancelled or withdrawn.

The Establishment shall not be liable for any loss, damage or injury which may be incurred by, or happen to any person or persons using the Site, arising from any case other than a failure to fulfil its responsibilities (*listed below*) Sports functions are a priority with regard to the use of the Pavilion, and theatrical events a priority with regard to the use of the Parish Hall, and it may be necessary for the Establishment or the Responsible Body to cancel or postpone part, or all of a hiring or agreed use. Advance notice of this will be given to the Hirer, and a refund of any charge as appropriate made. However, the Establishment/ Authority/ Responsible Body shall not be liable for any consequential loss that the Hirer may sustain.

### **The Hirer is responsible for:**

- Public Liability Insurance and any other relevant insurance specific to the activities being offered by the Hirer (*details must be provided to the Establishment prior to the event*)
- Food and Hygiene Certificates relevant to the use of the premises are offered by the Hire to the Establishment.

- Risk Assessment for business to be provided to the Establishment by the Hirer.
- Provision of all such information, instruction & supervision necessary to ensure the safety of the participants in any activity organised by the Hirer.
- Ensuring the adequacy, suitability and safety of any equipment brought to the Site.
- The cost of the repair due to damage to any aspect of the Site that may occur during the period of hiring (or as a consequence of the period of hiring) if caused directly or indirectly by the Hirer.
- Leaving the Site clean and tidy; equipment brought to the Site removed, or appropriately stored.
- To ensure that there is provision in place to remove all litter from the site by the hirer.
- That all food waste is removed from the site after use by the hirer.
- Informing all users of emergency procedures, where applicable.
- Access to a mobile phone in case of emergency.
- Ensuring that payment is made in full, on or before due date;
- The Parish Council reserves the right to cancel the hiring agreement in the case of any default of payment.
- The Parish Council reserves the right to refuse hiring of any Council owned facility if it feels that such a hiring may bring the Council into disrepute in any way. The final decision resting with the Chair of the Parish Council.

**The Parish Council is responsible for:**

- Ensuring the Site is well maintained.
- Ensuring the Site is secure (where appropriate locks/emergency exits)
- Ensuring that all equipment, owned by The Establishment, is maintained and regularly serviced.
- Cleaning the Site between hiring's and as appropriate.
- Ensuring the Hirer has a copy of these conditions, the Use of Site Charges & has completed a booking form.
- Ensuring that buildings and contents insurance is held at an appropriate level.

Please ensure you have read the policy before completing the following:

<b>Print name</b> agrees to the terms and conditions as written in the Use of Site Policy	
<b>Address</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Signature</b>	
<b>Date</b>	

Once you have completed the above please return to:

Operations Manager  
Martock Parish Council  
The Market House  
Church Street  
Martock  
TA12 6JL