

# **Vauxmead Terms and Conditions of Use**

## **1. Booking and payment**

- i. **Hire Fees.** Hire Fees are set by the Hersham Parochial Church Council ('HPCC') and are subject to annual revision. Hire Fees include the partial or exclusive use of the Vauxmead field – as agreed between HPCC and the Hirer as appropriate for the period of the hire (the 'Hire Period').
- ii. **Payment of Fees.** Hire Fees must be paid to the account of HPCC on the date of booking, unless otherwise agreed in writing.
- iii. **Deposit.** A deposit for the field is payable by the Hirer at the rate applicable at the time, due when the Hire Fee is paid. An additional deposit is also due if the toilets are hired. These deposits are fully refundable unless applied to damage pursuant to Clause 7 below.

## **2. Cancellation of booking**

A Hirer wishing to cancel a booking may do so in writing to be received by the Vauxmead Manager not less than 4 weeks prior to the start of the Hire Period or 3 days after the booking is made, if later. Cancellation less than 4 weeks before the start of the Hire Period will result in 50% of the hire fees being retained. No refund will be given for bookings cancelled less than 2 weeks prior to the start of the Hire Period.

## **3. Closing time of functions**

Because the field is in close proximity to local residents, music must be turned off by 10.30 pm at the latest and the field vacated quietly by all users no later than 11.00 pm.

## **4. Safeguarding responsibility**

It is the responsibility of the Hirer to ensure that it complies with all conditions of the Safeguarding Policy adopted by HPCC, as detailed on the Church's website ([www.stpetershersham.com](http://www.stpetershersham.com)). An acknowledgement of this responsibility is included in the booking form. The Hirer is also bound by all statutory provisions pertaining to the safeguarding of both children and vulnerable adults. In particular, no child or vulnerable adult shall be allowed on the Vauxmead field without the supervisory presence of a responsible adult. Any long term Hirer of Vauxmead is required to provide details of their own Safeguarding Policy if requested.

## **5. Health and Safety**

It is the responsibility of the Hirer to ensure that it complies with all statutory health and safety regulations. The HPCC has adopted a written Health & Safety Policy, a copy of which is displayed on the Church's website ([www.stpetershersham.com](http://www.stpetershersham.com)) and the Hirer is required, prior to the start of the Hire Period, to read this policy and to ensure that it implements procedures which comply with that Policy. At the start of the Hire Period, the Hirer is to inspect Vauxmead Field and identify and remove anything likely to be or to become a hazard to anyone using Vauxmead Field, paying particular attention to the perimeter of the area. The Hirer is to ensure that a fully charged mobile phone is available at all times so that emergency services can be summoned if necessary.

The Hirer must conduct their own risk assessment undertaken by competent people appropriate to its intended activities. A number of different groups use the Vauxmead Field and the HPCC does not undertake to check the condition of the Vauxmead Field from one user to the next. Without prejudice to the generality of the Hirer's obligation to take all necessary precautions, the HPCC draws particular attention to the fact that foxes live in the vicinity of Vauxmead Field.

## **6. Alcohol**

Subject to the prior written consent of the Vauxmead Manager, alcohol may be consumed on the field at private functions, subject to any license (if required) being obtained from the appropriate authority by the Hirer. A copy of any license must be delivered to the Vauxmead Manager prior to the start of the Hire Period.

## **7. How Field should be left**

The field, and the toilets if applicable, must be left in a clean and tidy state. The Hirer must remove all litter before the end of the Hire Period. The Hirer agrees to indemnify and reimburse the HPCC for the full cost of satisfying these conditions if the Hirer fails to do so.

## **8. Damage**

The Hirer agrees not to cause or permit to be caused any damage to the trees, shrubs, playing surfaces, fences, gates, toilets and related facilities during the period of the Hire. The Hirer agrees to indemnify and reimburse the HPCC for the full cost of the replacement or rectification to bring the field and/or toilets back into the same condition as existed at the start of the Hire Period. The HPCC may apply all or a portion of the deposits to meet these costs, and if the deposit is not sufficient, the HPCC shall invoice the Hirer for the difference, with such invoice being payable within fifteen (15) days of its date.

## **9. Responsibility for loss**

The HPCC shall not be liable for the death or injury to any person using the field not caused by negligence on the part of the HPCC. The HPCC shall not be liable in respect of any damage to any equipment or property arising out of the use by the Hirer and the Hirer shall indemnify the HPCC against all claims, demands, costs, actions or proceedings of whatsoever nature in respect of any death, injury, loss or damage suffered by any person not caused by negligence on the part of the HPCC and any damage to equipment or property aforesaid.

The HPCC has no responsibility for loss, damage or theft of property belonging to the Hirer, their employees or invitees or to the users of the field during the Hire Period.

The Hirer must effect and keep in force throughout the Hire Period a policy of insurance with a reputable insurance company, incorporating the standard conditions and exceptions of the insurance company, to cover all claims arising from the exercise of the use of the Vauxmead Field and the activities undertaken on the Vauxmead Field, and must when requested by HPCC at the time of booking, make available to the HPCC a copy of the policy or a summary of its terms and a copy of the current premium receipt.

The Hirer must not do or omit anything that could cause any insurance policy on or in relation to Vauxmead Field to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

## **10. Other Hirer responsibilities and conditions**

- i. No part of Vauxmead is to be used for any other purpose other than the Purpose of Hire;
- ii. The hirer must not do or permit to be done anything on Vauxmead that is illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to the HPCC or any owner or occupier of neighbouring property;
- iii. The Hirer must not bring or permit to be brought any animal onto Vauxmead;
- iv. It is the responsibility of the Hirer to ensure, where appropriate, all gates are locked when leaving the field;
- v. Bonfires are not permitted on the field. Barbecues are permitted with the prior written permission of the Vauxmead Manager. The Hirer is responsible for adequate fire precautions and the maintenance of clear exits for emergency vehicles;
- vi. Motor vehicles must not be brought onto Vauxmead, except by prior written permission of the Vauxmead Manager and will be subject to an additional charge. Where permission is given, car owners are to be informed that their vehicles enter Vauxmead entirely at their own risk and the HPCC disclaims liability for any damage to, or theft from/of, any vehicle however sustained. The cars must be kept clear of the trees to avoid damaging tree roots and also the main playing areas. Any damage to the field playing surface, the trees, tree roots, shrubs, fencing or Vauxmead buildings caused by permitted vehicles will be subject to Clause 7.

## **11. Miscellaneous**

- i. Nothing in these terms and conditions is to imply or warrant that Vauxmead Field may lawfully be used, or is physically suitable for the exercise of the activities to be undertaken by any Hirer.
- ii. Nothing in these conditions is intended to confer any benefit on any person other than the Hirer.

## **12. Covid-19**

The hirer is responsible for following all current Government Covid-19 Guidelines and ensuring that all participants of the event for which Vauxmead has been hired, are aware of the guidelines.

Dated: 8 August 2020