

KIRKLEES METROPOLITAN COUNCIL GENERAL CONDITIONS OF LETTING OUTDOOR FACILITIES

1. Agreement

The hirer agrees on signature and return of the booking form to the Head of Leisure and Recreation Services to be bound by these conditions and any special conditions attached.

2. Applications

- a) All applications must be submitted in writing on the appropriate booking form and sent to the Head of Leisure and Recreation Services.
- b) The Council reserves the right to refuse any application,
- c) The hirer must state clearly and fully the precise purpose for which the grounds are required.
- d) The hiring shall not be considered confirmed until it is confirmed in writing by the Council and no public announcement of the hiring shall be made until the application has been confirmed.
- e) Applications will not be accepted from persons under eighteen years of age.
- f) The hiring shall not be confirmed unless a copy of an appropriate Insurance Certificate is produced at least two weeks prior to the event.

3. Deposits and Charges

- a) The Council may request the full charge on application at the time of booking. If the fee is not paid then the Council reserve the right to cancel the booking.
- b) In addition to the hiring charges. The hirer shall, if so required by the Council deposit with the Council, such sum as the Head of Leisure and Recreation considers reasonable and expedient as security for payment of any damage or loss occasioned to the ground or any property of the Council and such deposit will be returned to the hirer in full within 28 days after the end of the hiring, provided that there is no damage or other claims arising or outstanding.
- c) All cheques and postal orders must be payable to "Kirklees Metropolitan Council".

4. Condition of Grounds - Damage and Decorations

- a) The hirer shall remove all rubbish and leave the ground and all things therein in a clean and good condition.
- b) The Council reserves the right to remove any poster, emblems or decoration visible on the premises which in the opinion of the Head of Leisure and Recreation Services is considered to be unsuitable.

5. Supervision of Premises and Right of Entry

- a) The hirer shall at all times be responsible for the preservation of good order during the event.
- b) The Council reserve to themselves the right of entry, at all times to any ground "hired".

6. Cancellations

Cancellations by the Council

The Council reserves the right to cancel any booking at any time without payment of any compensation if:

- i) The booking form and any supporting documentation contains any omission from or false or misleading statements.

- ii) It should be found that the hiring is likely to prove of any objectionable or undesirable nature or if the grounds are hired or used for any purposes they have not approved.
- iii) The hirer contravenes any of these conditions.
- iv) The grounds conditions, due to weather, are not acceptable.

7. Stewarding

For all events a sufficient number of Stewards must be provided.

8. Loss Damage or Injury

- a) The hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages penalties or proceedings arising out of or in any way connected with the hiring in respect of:
 - i) any loss, theft, or damage of or to any property of any person not privy to the Hiring Agreement in or upon the premises, and
 - ii) the death or injury howsoever or by whomsoever caused of (Jr to any person which shall occur whilst such person is in or upon the grounds or any part therefore or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- b) Under no circumstances will the Council make good or accept responsibility or liability in respect of any loss, theft or damage howsoever or by whomsoever caused or any goods or property whatsoever of the hirer in or upon the premises or deposited with any officer or servant of the Council.
- c) The Council will not be liable for any loss occasioned to the hirer as a result of the breakdown of equipment, a failure or supply electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an Act of God which may cause the grounds to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

9. Damage to Council Property

The hirer shall pay to the Council on demand the cost of reinstating or replacing any part of the ground or property whatsoever belonging to the Council in or upon the premises which shall be damaged, destroyed, stolen or removed during the period of the hiring.

10. Flyposting/posters

Flyposting is illegal under section 224 of the Town and Country Planning Act 1990 and regulation 27 of the Advertisement 5 regulations 1992. It is an offence punishable by a fine.

11. Lighting and Electrical Equipment

The hirer shall not interfere with any electrical fixture or fitting.