

Terms & Conditions of Hire

1. The following definitions and rules of interpretation apply in this agreement:

1.1. "the Field" shall mean The Welfare Field (at the rear of St Clears Leisure Centre)

1.2 "Booking Period": the period from and including the commencement of set up until the complete removal of equipment and rubbish from the field.

1.3 "Permitted Use" for use as described in the event description.

2. Details of hire

2.1 The Licensor permits the User to occupy the Field for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the user to use the Property for the Permitted Use.

2.2 The User acknowledges that:

(a) the Town Council retains control, possession and management of the Field and the User has no right to exclude the Town Council from the Field; and

(b) the licence to occupy granted by this agreement is personal to the User and is not assignable and the rights given in Clause 2 may only be exercised by the User

2.3 The booking will commence and cease as detailed in the appropriate section of this form.

2.4 Bookings will be accepted on a first come first served basis.

2.5 Any changes to the bookings must be communicated to the Clerk of the Town Council without delay. Confirmation of the changes will be sent on e-mail.

2.6 The User should seek their own insurance to cover their activity on the Field.

2.7 The User should also obtain public liability insurance to cover their activities and spectators of those activities on the Field.

2.8 A copy of the insurance should be provided to the Clerk of the Town Council at least 7 days before the event.

2.9 A thorough risk assessment should be carried out by the User on before activities take place on the Field. Any minor defects should be notified to the Town Council, so they can be rectified if necessary. Major defects which may impact the safety of using the Field should be notified to the Town Council as soon as possible. The responsibility for deciding whether to proceed with activities lies with the User until such a time that the Town Council has been notified and had an opportunity to inspect the defect(s).

2.10 The User shall keep the Field clean, tidy and clear of rubbish;

2.11 No vehicles or heavy machinery should be driven across the areas in the centre of the field which are marked out for football or cricket purposes. The Town Council reserves the right to charge the User for any repair worked required to these areas if any vehicles or heavy machinery are driven or used in the specified areas.

2.12 The User shall not use the Field other than for the Permitted Use;

2.13 The User shall not make any alteration or addition whatsoever to the Field;

2.14 The User shall not do or permit to be done on the Field anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Town Council or any owner or occupier of neighbouring property;

2.15 The User shall not cause or permit to be caused any damage to the Field or any neighbouring property;

2.16 The User shall observe any rules and regulations of the Town Council with regard to use of the Field,

2.17 The User shall indemnify the Town Council and keep the Town Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this licence

3. Advertising

- 3.1 Advertising is permitted during event times only strictly within the area of the field hired and must be removed immediately afterwards.
- 3.2 The Town Council reserves the right to cancel any activity on the Field, with a minimum of 72 hours' notice, should circumstance dictate that the use of the Field would be a risk to public safety or be very detrimental to the Field; for example, extreme weather conditions.
- 3.3 A minimum of 72 hours' notice is required from Users to cancel any booking or full costs will be incurred.
- 3.4 Exceptional circumstances may dictate that use of the Field may need to stop with immediate effect e.g. emergencies. The Town Council reserves the right to stop any activities on the Field under such circumstances.

4. Payment

- 4.1 The Town Council will invoice the User immediately after the event.
- 4.2 Payment should be received within 30 days.
- 4.3 The charges will be revised on an annual basis and advertised on the Town Council's website.

5. LIMITATION OF LICENSOR'S LIABILITY

- 5.1 the Town Council is not liable for:
 - (a) the death of, or injury to the User, its employees, customers or invitees to the Field; or
 - (b) damage to any property of the User or that of the customers or other invitees to the Field.