

MARKET BOSWORTH PARISH COUNCIL

The applicant shall agree to the following Indemnity and Conditions of hire of the Parish Field



- 1 All applications for hire of the Parish Field shall be made through the Clerk to the Parish Council.
- 2 During the period of the hiring the hirer shall be responsible for all damages, claims, losses and costs arising out of the use of the Parish Field, including damage to the surface, plants and shrubs, boundary fences, walls, gates and hedges, seats and tables. The hirer shall also agree in writing to indemnify the Parish Council for any claims arising from accidents whether fatal or otherwise to anyone caused as a result of the hiring, except where due to the negligence of the Parish Council, and to declare that he/she has insurance cover adequate for that purpose.
- 3 No individual or organisation shall be allowed to hire the Parish Field for an event unless an application form has been completed and signed by that individual or the person responsible for that particular organisation and an undertaking has been given that the hirer shall adhere to these conditions of hire.
- 4 The fee for the hire of the Parish Field shall be £100.00 per day or part day. A booking fee of £20 shall be payable at the time of booking and the balance of the fee shall be payable at least 14 days before the date of hiring. The Parish Council shall have the discretion to grant total or partial remission of the hiring fee.
- 5 The Parish Council will review the charges annually and will honour any bookings made at the original rate should there be an increase.
- 6 The Parish Council reserves the right to charge a bond payable at the time of booking by the hirer which may be retained to pay for the cost of any remedial work necessary as a result of damage caused during the hiring period or as a direct result of the hiring.
- 7 The hirer shall undertake to indemnify the Parish Council against the consequences of any unauthorised performance of a copyright work during the period of use of the Parish Field and to complete the returns required by the Performing Rights Society. The hirer must observe the Hinckley & Bosworth Borough Council's licensing requirements for entertainment and sale or giving of alcohol.
- 8 The hirer shall ensure that the activities undertaken in the course of the hiring shall comply with the requirements of relevant legislation and particularly so in respect of the noise levels generated and the possible intrusive nature of such activities.
- 9 The Parish Council may cancel any hiring if in its opinion the organisation for which the premises are hired has racist or other policies which in its view are not acceptable, or if the premises are to be used as a platform for hate speech or to disseminate extremist views or for any other purpose which the Parish Council deems to be unacceptable. In this event, the Parish Council shall incur no liability to the hirer other than the return of any fee paid to it by the hirer in respect of the hiring.
- 10 If the hirer cancels the hiring of the Parish Field for which confirmation has been given the Parish Council will be entitled to retain the whole of the letting fee paid in respect of the cancelled hiring. Provided that notice of the cancellation is received by the Clerk at least 90 days before the hiring was to take place the Parish Council may at its absolute discretion repay the hirer an amount not exceeding 50% of the letting fee.
- 11 The premises shall be vacated at the time stated in the confirmation of booking form. Failure to vacate at the time stated may incur a surcharge.
- 12 The hirer will acknowledge that the public have free right of access to the Parish Field. That does not preclude the right of the hirer to charge entry to part of the Field.
- 13 No vehicles shall be permitted on the Parish Field other than those delivering items essential for the event being planned. In wet weather conditions, in the first instance, vehicles shall only be permitted on the tarmac path. If vehicles must go on the grass to reach the far side of the Parish Field, steps must be taken to ensure that no deep tracks are left on the surface of the Parish Field.
- 14 The hirer shall ensure that all temporary fittings or installations are removed from the site within the timescale specified at the time of application.
- 15 The hirer shall ensure that their activities do not cause nuisance or annoyance to nearby owners and occupiers.
- 16 The use and release of sky lanterns and / or helium balloons is prohibited.

Application form to hire the Parish Field

Name of applicant

Address of applicant

.....

.....

PostcodeTelephone No(s) Email

If applying on behalf of an organisation please state:-

Name of organisation

Position of hirer

Object / Aims of organisation

.....

Purpose for which premises are required

.....

Date/s for which premises are required

.....

Time/s of event/s

.....

I wish to apply to hire the Parish Field for the purpose shown above and in consideration of the letting being granted.

I undertake to indemnify the Parish Council in the manner contained overleaf and to observe the conditions of letting contained therein.

Signed..... Date