Registered Charity No. 305017 Trustee: Dunsfold Parish Council

Unit 3, The Orchard, Chiddingfold Road, Dunsfold GU8 4PB <a href="mailto:clerk@dunsfoldparishcouncil.gov.uk">clerk@dunsfoldparishcouncil.gov.uk</a>

## **Booking Form and Hire Agreement**

Hirer's details (minimum 18 years of age, or 25 if the hire is for an event with music and/or alcohol)			
Name:			
Landline: Email:	Mobile:		
Facilities required (please tick)			
□ Foulston Hall (inc kitchen)			
□ Social Club/bar and games hall [NB members only]			
□ Football pitch (inc changing facilities)			
Event details			
Day and date of hire: Tim	ne from:	to:	
Total hours:			
Estimated numbers attending:	Children:	Adults:	
Purpose of event:			
Additional information or requests:			
Will alcohol be served? (See Conditions of Hire	e 34)		
Will music be played? (See Conditions of Hire 35)			
Please note hire time must include time for set up and clearing away			
Repeat bookings only:   □ daily □	weekly   mon	thly □ term time only	
~ Unless otherwise agreed in writing, all bookings and payments must be paid two weeks in advance of confirmation of booking ~			
Agreed hire cost (Hiring Fee):			
Damage deposit rates: regular hirers no charge, ad hoc hirers £50, social events (e.g. weddings) £150.00 Deposit, hourly hire rate and total cost will be confirmed by invoice once the booking form has been accepted.			
Method of payment of Hiring Fee (please tick re	elevant hox).		

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Cheques (please make cheques payable to "KGV Centre Dunsfold" and sent to Dunsfold Parish Council

(FAO the Clerk), Unit 3, The Orchard, Chiddingfold Road, Dunsfold, GU8 4PB)  □ BACs payment (sort code 30 94 41 account number 03613613)			
If making payment by BACS please reference the hirer's surname and date of booking. E.g. SMITH 01/01/20			
If we have requested this, please provide your bank details for refunding damage deposit:			
Account name:	Account number:	Sort code:	

### Confirmation of booking:

I have read and accept the Conditions of Hire (below) in respect of the hire of the facilities as listed above, including any applicable Special Conditions of Hire.

I agree to a damage deposit to be specified by Charity staff.

I am over 18/25 (cross out as appropriate) years of age.

I agree that I have read and understand the Privacy Notice (below). I agree by signing the consent box below that the Charity may process my personal information for providing information and corresponding with me. I have the right to request modification on the information that you keep on record. I agree to leave the hired area clean and tidy, including kitchen, toilets, hallways and outside; to put all equipment away, and to leave the premises as I found them.

Signed: Date: Name printed:

For Charity use only:

Invoice total: Invoice no:

 Date deposit received:
 Deposit amount:
 Deposit received: BACS/cash/cheque

 Deposit refund date:
 Deposit amount refunded:
 Deposit refund: BACS/cheque/cash

### **Privacy Notice**

Dunsfold Parish Council is a data controller. This means we need to collect your personal data so we can process hire bookings. We will only collect the personal data from you that we need to process hire bookings. Information collected includes names, addresses, phone numbers, email addresses, nature of the room booking. If a complaint relates to a service received by another person, we will contact them separately for consent if this is appropriate in the circumstances.

We do this in the public interest. We will not be able to process your booking without the personal data you provide us with. We do not share or sell information with any other party.

We need to hold accurate and up to date information about you so that we can deliver appropriate services. If any of your details change, you need to tell us as soon as possible so that we can update your records. We will not: use your information for marketing or sales purposes without your prior explicit consent, send or store your data abroad unless it meets the requirements of the Data Protection regulations, make decisions about you based on automated processing.

We keep all records relating to room hire booking for a period of seven years.

You have the right to access the personal information we hold about you. Any access requests are free of charge. If the information we hold about you is inaccurate, you have a right to have this corrected and you have the right to request completion of incomplete data. You have the right to ask us to erase your personal data in certain circumstances ('right to be forgotten'). You have the right to ask us to stop or restrict the processing of your personal data, in certain circumstances. Where possible, we will seek to comply with your request, but we may need to hold or process information to comply with a legal requirement. You can make any of these requests by emailing <a href="mailto:clerk@dunsfoldparishcouncil.gov.uk">clerk@dunsfoldparishcouncil.gov.uk</a> or by letter to the Clerk, Dunsfold Parish Council, Unit 3 The Orchard, Chiddingfold Road, Dunsfold, Surrey GU8 4PB.

If you are dissatisfied with how we have used your personal information, you can complain to the Information Commissioner's Office at casework@ico.org.uk.

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## **GENERAL CONDITIONS OF HIRE**

- 1. **Trustee discretion:** Acceptance of a hire booking request is at the discretion of Dunsfold Parish Council as trustee of the King George's Field, Dunsfold charity (referred to hereafter as the "Charity") and its authorised officers and representatives ("Officers"). Officers reserve the right to refuse a booking.
- 2. Booking form: All bookings are to be made by submitting a signed and completed booking form (by post or email) and paying the hire/deposit charges to the Charity as instructed. No booking is considered as confirmed until payment has been made in full. Regular hirers will be invoiced by arrangement with Officers. All hirers are required to pay for bookings in advance of hire and release the provisional booking. Once a hire booking is confirmed by the Charity in writing, the hire agreement is made between the named person in the booking form (referred to hereafter as the "hirer") and Dunsfold Parish Council as trustee of the Charity.
- 3. **Provision bookings:** All booking enquiries are held for 2 weeks as a provisional booking and at the discretion of Officers. If confirmation via a booking form is not received within this period, Officers reserve the right to cancel the enquiry.
- 4. Deposit: If required by Officers, a refundable damage deposit fee will be payable at the time of making the booking for all hire. The amount will be confirmed by Officers and refund will be subject to Officers being satisfied that:
  - the area(s) hired are cleared and cleaned for subsequent hire to go ahead as scheduled,
  - the hirer vacates the premises promptly at the end of their hire period as specified on the booking form,
  - there is no loss or damage has occurred to the area(s) hired or contents,
  - no additional time for setting up and/or clearing away is used,
  - no additional cleaning is required by Charity staff following the hire period.

Deductions will be made from the deposit if Officers are not satisfied the points above have been complied with. The Charity reserves the right to issue an additional invoice after the hire if any damage caused by the hirer exceeds the amount of the deposit.

- 5. Minimum age: The hirer must be age 18 or over or 25 for music / alcohol related hire.
- 6. Hours of hire: The hire time booked by the hirer must be adhered to and should include time allowed for setting up, cleaning and vacating the premises. The hirer must only be in the premises for the hours paid for other hirers may be booked into the premises after your hire and the hirer is only insured for the hours invoiced for.
- 7. Hirer's responsibility: The hirer (as identified in the booking form or otherwise in writing) is responsible for being in charge of the premises during the hire period, including emergency evacuation procedures, responsibility for unauthorised access, any damage caused and the security of the premises. All means of exit from the premises must be kept free from obstruction and immediately available for instant clear public exit.

### Fire safety:

- 8. Hirers must ensure that all fire exits, passages, and doors are kept free and unobstructed during the hire period. All premises display fire evacuation procedures.
- 9. The hirer acknowledges being aware of the following matters:
  - a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
  - b. The location and use of fire equipment.
  - c. Escape routes and the need to keep them clear.
  - d. Method of operation of escape door fastenings.
  - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 10. In advance of an entertainment, play or other event the hirer must check the following items:
  - a. That all fire exits are unlocked and panic bolts in good working order.
  - b. That all escape routes are free of obstruction and can be safely used.
  - c. That any fire doors are not wedged open.

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- d. That exit signs are illuminated.
- e. That there are no obvious fire hazards on the premises.
- f. That they have pointed out to those present the fire exits for emergency evacuation and the need in the event of a fire evacuation to assemble in the car park.
- 9. **Capacity:** The hirer will ensure that the number of people using each room/premises does not exceed that permitted.
- 10. **No tenancy:** The hirer acknowledges that no relationship of landlord and tenant is created between the Charity and the hirer by this agreement.
- 11. **No sub-letting etc:** Sub-letting or assignment by the hirer is not permitted.
- 12. **Animals:** No animals (except assistance dogs) are allowed in the premises. The Charity premises are a dogfree area. Please observe the signs.
- 13. Smoking: Smoking is NOT permitted in any of our premises (including the use of e-cigarettes).
- 14. **Food hygiene:** Hirers that use the Charity's premises do so at their own risk and are responsible for meeting all food and hygiene law and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. All catering arrangements must be agreed with Officers at the time of booking.

### Appliances:

- 15. Any electrical appliances brought into the premises and used shall be certified safe and in good working order, using residual current circuit breakers where appropriate and the hirer shall only use additional heating, power, cabling or other electronic fittings or appliances with the prior consent of the Charity.
- 16. The use of LPG appliances or other flammable substances are strictly PROHIBITED.

#### Liability, indemnity and insurance:

- 17. The Charity will not accept liability for any loss or damage to property brought into or left at the premises in connection with any hiring nor shall it accept any liability for loss of profits, sales or business or any other indirect or consequential loss suffered by the hirer as a result of the hire of the premises.
- 18. The hirer shall be liable for:
  - all claims, losses, damages and costs incurred by the Charity in respect of any damage (including accidental and malicious damage) done to any part of the premises its curtilage and the contents of the premises;
  - b. all claims, losses, damages and costs made against or incurred by the Charity, their employees, volunteers, contractors, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the hirer; and
  - all claims, losses, damages and costs made against or incurred by the Charity, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer,

and the hirer shall indemnify and keep indemnified accordingly the Charity and its employees, contractors, volunteers, agents and invitees against such liabilities referred to above.

19. The hirer is advised to be insured against third party claims which may lie against them whilst using the facility. (The Charity is insured only against claims arising from its own negligence). Neither the Charity nor any of its employees, contractors, volunteers, agents or invitees shall be liable for the death of, or injury to, the hirer or the hirer's employees, contractors or any other guests or invitees to the premises, save where such death or injury is caused solely by the Charity's negligence. If requested to do so, the hirer shall provide details of their public liability insurance policy to the Charity, which should have coverage for no less than £5 million.

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20. The Charity shall not be liable to the hirer for any direct, indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss) exceeding twice the amount of the Hiring Fee arising out of or in connection with the Hiring Agreement as a result of the Charity's failure to comply with any of its obligations.

## End of hire:

- 21. Subject to any relevant special conditions of hire:
  - rubbish bags must be taken away and bin bags replaced,
  - all doors and windows should be closed.
  - chairs and tables should be wiped down and put away in appropriate storage cupboards/areas,
  - all floors must be swept and mopped,
  - all lights should be switched off,
  - toilets need to be checked for mess and tidied and cleaned as appropriate,
  - main doors should be locked, and the key put in the key safe,
  - (if applicable) the external gate to the site should be closed and locked on your way out.

Any failure to comply with the above shall entitle the Charity to make an additional charge.

22. The Charity may remove (and store if practical) any property left behind by the hirer after the expiry of the period of hire. The Charity shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The hirer agrees that the Charity shall be entitled to dispose of any property left at the premises as a result of the hiring and not claimed within 28 days.

#### Use of the premises:

- 23. During the hire period the hirer shall not interfere with any lighting, heater, cabling or other electrical fittings or appliances at the premises, nor (without the prior written approval of an Officer) drive any nails or pins into walls or woodwork, nor use sticky tape or other similar materials on surfaces which could possibly be damaged by such use. The hirer must make good to the satisfaction of Officers any damage caused to the premises by the removal of any nails, pins, sticky tape or similar materials.
- 24. The hirer shall not use the premises or allow the premises to be used for any unlawful purpose or any unlawful way or do anything in the premises that would render invalid any insurance policies in respect of the premises.
- 25. The hirer shall ensure that users do not contravene law in relation to gaming, betting and lotteries compliance.
- 26. The hirer shall not do or permit to be done anything at the premises which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Charity or to any other users of the premises or any owner or occupier of neighbouring property.
- 27. The use of smoking machines or any form of pyrotechnics is strictly PROHIBITED either inside or outside the building.
- 28. Under the Children's Act 1989 and safeguarding procedures, the hirer is responsible for safeguarding procedures in relation to hire involving anyone under the age of 18 children and vulnerable adults.
- 29. The hirer will ensure that the purpose and conduct of the agreed hire does not disrupt the use of any other room hired by others.
- 30. The hirer must report all accidents involving injury or damage to Officers as soon as possible and to record any accidents in the "Accident Book" available on request from the Officers. Any failure of equipment must also be reported as soon as possible.
- 31. Hirers are to note that the Charity's premises are in a residential area. The hirer should ensure that noise is kept to a minimum. A complaint in relation to noise or anti-social behaviour will be treated as a breach of the hiring agreement and will lead to the loss of the hirers deposit, and cancellation of future bookings without refund and refusal of future bookings.

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- 32. Hirers will need to bring the following equipment:
  - replacement bins bags
  - washing up equipment
  - · tea towels and J-cloths
  - tablecloths
- 33. No goods or equipment may be stored at the premises without prior permission of the Charity. Any goods or equipment which are stored are left at the owner's risk. The Charity accepts no responsibility for loss and/or damage of anything stored. A fee for storage may be charged, at the Charity's discretion.
- 34. The Charity reserves the right to search all containers, bags, boxes and equipment coming into or leaving the premises, including those brought onto the premises by guests during the hire period.
- 35. The Charity and its Officers and representatives shall at all times during the period of hire have free and unrestricted access to the premises, and instructions must be given by the hirer to its officials for this access. The Charity reserves the right at its absolute discretion to refuse admission to or evict any person from the premises.
- 36. Car Park at the premises may be used by the hirer and their invitees but remains under the control of the Council and available to other users of the park. All vehicles are left entirely at their owner's risk. The Charity does not make any claim or warranty as to the safety of the car park. The hirer must ensure that cars parked at the premises do not cause damage to grass verges or the field, and do not restrict access to any emergency services if required to respond to a call in the vicinity.
- 37. No notices or placards erected, displayed or provided by the Charity may be removed or covered up.
- 38. No hirer shall grant sound, advertising, television broadcasting or film rights without the prior written consent of the Charity. If such consent is given, the Charity reserves the right to be a party to any negotiations and to the terms and conditions of any contract reached, and to share any income and publicity derived therefrom.

### 39. Alcohol

- Hirers that intend to sell alcohol will require a Temporary Events Notice (TEN) from Waverley Borough Council and once authorised the hirer will need to provide a copy to the Charity.
- If a hirer uses a third-party bar provider to sell alcohol the Charity will need to see a copy of their licence.
- If the hirer plans to run an event where alcohol is included in the ticket price, a TEN is required.

#### 40. Music

- When playing music of any kind, all external doors and windows must be kept closed after 8pm and all
  music must stop by 11pm.
- the Charity will need to contact the band / DJ you have hired to explain the noise compliance and procedures.
- No music of any kind is to be played outside the building in the open air.

#### **Cancellations:**

- 41. All cancellations by the hirer must be confirmed in writing to Officers (either by post or email) and a cancellation fee applied as follows:
  - cancellation with 28 days plus notice, administration fee of £25;
  - cancellations with 15 days plus notice, 50% of the total hire charge,
  - cancellation with 14 days or less notice 75% of the total hire charge.
- 42. The Charity reserves the right to cancel any hire booking at any time for the reasons listed below and in such cases, fees paid shall be refunded to the hirer. The Charity shall not be liable to pay any compensation nor any damages for any direct or indirect loss to any person in respect of the cancellation. The reasons are:
  - a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
  - b. the Charity reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of the hiring;

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- c. the premises becoming unfit for the use intended by the hirer;
- d. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or
- e. the premises having to be closed for necessary repair.

#### Other terms:

- 43. Hire charges are reviewed annually with changes being applied with effect from 1<sup>st</sup> April. The Charity reserves the right to amend charges and these conditions at any time.
- 44. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 45. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.
- 46. Governing law the agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 47. Jurisdiction each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.

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## SPECIAL CONDITIONS OF HIRE

#### 1. LOCKING-UP PROCEDURE

#### The Foulston Hall

Unless agreed otherwise with the Bookings Officer, the last person must leave via the external kitchen door, having first made sure that –

#### 1.1 Doors & Windows

- (a) All external doors have been locked -
  - (i) The main fire exit door on the west (car park) side must be locked.
  - (ii) The internal door leading to the toilets should be locked (the key left in the lock).
  - (iii) The catch on the external kitchen door must be put in the locked position.
- (b) All internal doors have been closed.
- (c) All windows have been closed.

## 1.2 Electrical and appliances

- (a) All lights have been turned off.
- (b) All kitchen appliances (other than the refrigerator) have been turned off.
- (c) The refrigerator is empty

### 1.3 Heating

- (a) The room is heated by electric heaters located on the roof. Full instructions will be provided in advance.
- (b) Please ensure that all heaters are switched off before leaving the building

### 1.4 Tidiness & Rubbish

- (a) The Hall has been left clean and tidy with all contents returned to their proper places.
- (b) All rubbish has been removed or arrangements made for removal.

### The Bar and Games Hall

Access to this area is via the door on the north west side (football pitch side). A key and the code for the alarm will be provided. You will find two keys in the alarm box, one opens the middle door and the second will give you access to the toilets and showers at the back.

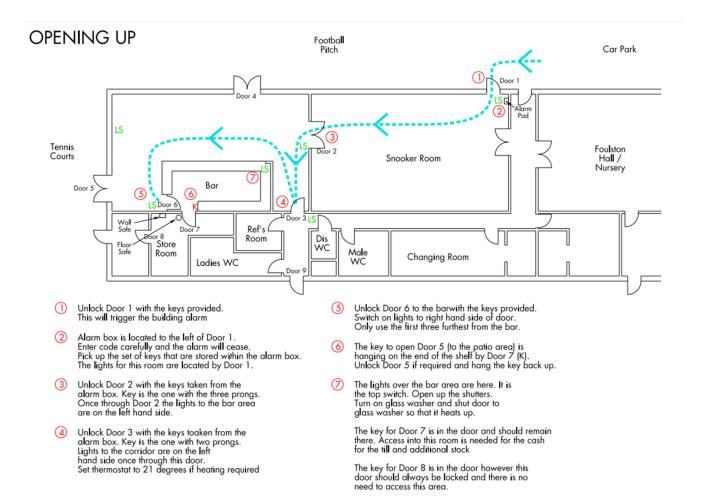
## 1.5 Doors & Windows

- (a) All external doors have been locked -
- (i) The door to the back must be pulled firmly closed ensuring that the lock has engaged
- (ii) The door to the tennis patio must be locked

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- (iii) The door on the north west (football pitch) side must be firmly closed and locked with the key provided. The key must be returned to the person who provided it to you.
- (b) All internal doors have been closed.
- (c) All windows have been closed.



## 2. PITCH HIRE

In addition to the General Conditions of Hire above, these Special Conditions of Hire apply to the hire of the sports pitch at the King Geoge's Field, Dunsfold. In the event of conflict between these conditions and the General Conditions of Hire, the conditions below shall prevail.

#### 2.1 Obligations of the hirer

The hirer is to be responsible for:

- 2.1.1 The supervision and control of competitors (including the opposition team), visitors, spectators and officials at the facility.
- 2.1.2 Informing the Chairty of any injury sustained by any player, spectator or other person onsite during the period of hire. The hirer must inform Officers in writing detailing the location, time and date of the accident, the nature of the injury sustained and the likely cause of the injury by emailing clerk@dunsfoldparishcouncil.gov.uk.

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- 2.1.3 Ensuring that all users conduct themselves in a proper and correct manner with due consideration to other users and staff. Abusive and/or threatening behaviour, whether verbal or physical, towards the staff, the attendants, referees, or other members of the public on site will not be tolerated for any reason and may lead to the Charity cancelling all future bookings for the individual and/or the team. Any such incidents will be investigated on a case-by-case basis.
- 2.1.4 Ensuring that no users play on pitches when the Charity or the referee has cancelled games. This includes use for training and/or friendly games.
- 2.1.5 Communicating to all users that any valuables left unattended are entirely at their owner's risk.
- 2.1.6 Leaving the premises (and all parts thereof in connection with the hiring) in a clean and tidy condition, ensuring that all sports equipment is returned and secured within the building, that the building (if hired) is locked after use, and that all litter is removed from the site or placed in the bins provided.
- 2.1.7 Collection and return of keys required to use the Facility. This can be made from the
- 2.1.8 Ensuring that all users comply with all reasonable requirements and directions of the Charity for the safety and convenience of those using the facilities.
- 2.1.9 Ensuring that all users (both from the hirer and their competitors) are made aware of these booking conditions to ensure that they are familiar with the agreement between the hirer and the Charity.
- 2.1.10 Ensuring that all users respect the privacy of residents living adjacent to the premises, and their right to the quiet enjoyment of their homes.
- 2.1.11 Informing the Charity of any cancellations within the specified time period as stated within Section 2.8 below.

#### 2.2 Pitch allocations

- 2.2.1 For ad-hoc bookings requested, the Charity will make every effort to accommodate the hirer but the Chairty cannot guarantee that sports pitches will be available at short notice.
- 2.2.2 Allocation slots will be for a maximum of three hours (which allows adequate time should the fixture be a cup game requiring extra time and/or penalties), including set up and taking down of equipment.

#### 2.3 Changing facilities

- 2.3.1 It is the hirer's responsibility to ensure that changing facilities used by both sides are cleaned at the end of each booking, to check for damage, to ensure that lights are switched off, and for locking up afterwards (including setting any alarms).
- 2.3.2 Any damage to the buildings must be reported to <a href="clerk@dunsfoldparishcouncil.gov.uk">clerk@dunsfoldparishcouncil.gov.uk</a>. This must include as much detail as possible as to the location of the damage and of its cause.

### 2.4 Fixtures

- 2.4.1 For teams booking for a season, the Charity appreciates that Teams/Leagues do not always have a complete set of fixtures for the whole season. Hence, unless otherwise agreed, and in order to ensure pitch availability every week, the pitch(es) allocated to the hirer will be reserved for them every week. Should the hirer not require a pitch, then Officers must be advised three clear days in advance in order to release the slot for other users.
- 2.4.2 The hirer will be responsible for all bookings and charges made on behalf of its organisation.
- 2.4.3 On rare occasions, such as inclement weather, where circumstances prevent the Charity's contractors from carrying out line marking of the pitches, the referee and teams are responsible for the decision as to whether to proceed on the day. No discount or refund will be applied should the teams decide not to proceed with the fixture.

## 2.5 Fees and charges

If the hirer's use of the pitch proceeds beyond its allocated time, the hirer will be liable for an excess charge. These incidents will be investigated on a case-by-case basis, but the excess will generally be charged as an additional ad hoc session.

#### 2.6 Payment

- 2.6.1 For ad-hoc users the fee must be paid, in 'cleared funds', prior to use of the pitches.
- 2.6.2 For regular users, an invoice will be issued to the hirer annually, with payment terms as specified in the invoice. The Charity reserves its discretion refuse further use of the premises where any invoice remains outstanding beyond the due date for payment.

## 2.7 Cancellations by the charity

The Charity will endeavour to provide the pitch on the date and time booked by the hirer. However, in the case of bad weather conditions or under exceptional circumstances (e.g. for health and safety reasons),

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the Charity reserves the right to cancel the use of the pitch at any time. In such circumstances the Charity will be under no liability for any expense incurred or loss sustained by the hirer as a result of the cancellation.

## 2.8 Cancellations by the hirer

- 2.8.1 The hirer is responsible for notifying the Officers of any cancellations or alterations for pitches at least three clear days in advance of the date of proposed hire.
- 2.8.2 If the Officers do not receive written notification at least three clear days in advance of the proposed hire, the hirer will be required to pay the full cost of the hire and no refund shall be given.