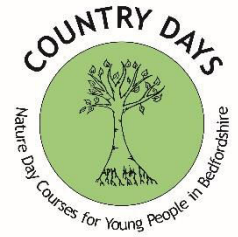


# Country Days

The Leys Nature Reserve, Pavenham Road, Felpersham Beds MK43 7EX



## TERMS & CONDITIONS OF USE

These terms and conditions, together with the booking form to hire the Country Days (The Leys Nature Reserve) field, shall constitute the contract between Country Days (The Leys Nature Reserve) and the Hirer(s).

### Application

- 1 Application for the hire must be made on the booking form provided which will form the basis of a license to use Country Days (The Leys Nature Reserve) premises.
- 2 If an Organization is hiring the field both the organization itself and its members are jointly and severally liable under this agreement.
- 3 The Hirer must ensure that everybody making use of the field complies with the conditions of use.
- 4 This agreement is personal to the Hirer and may not be assigned to any third party.
- 5 The number of persons using the hired field shall not exceed the number advised by the Hirer and authorized by the Country Days (The Leys Nature Reserve) .

### Cancellation

- 6 There will be at least one week's notice, in writing to the Lettings Co-Ordinator, for any cancellation of a booking made by the Hirer. Cancellations made after this date will be charged at half the booking fee.
- 7 The Country Days (The Leys Nature Reserve) reserves the right to cancel any license at any time in the event of the Country Days (The Leys Nature Reserve) requiring any hire property for Country Days (The Leys Nature Reserve) purposes or for any reason which is considered necessary by the Country Days (The Leys Nature Reserve) . **This may be at short notice.**

### Force Majeure

- 8 Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond reasonable control. This may include, without limitation, any act of God, inclement weather, failure or shortage of power or fuel supplies, flood, fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operators, internet services providers, government or highway authorities, public or other competent authorities disturbance of the peace, riot, war and military operation.

### Payment

- 9 An invoice is produced and sent via email at the end of the month.
- 10 The hours of hire MUST include time preparing for the event and clearing up.
- 11 Hirers will be charged for additional work not undertaken by the Hirer at the end of the let e.g. removal and replacement of furniture, apparatus, equipment, etc. The field should be left in similar condition at the end of the letting period to that found at the start. An invoice will be raised as soon as costs are known.

- 12 The charges of hire will be those in force on the date of hire. If charges are increased between the date of application and the actual date of hire, then a supplementary charge will be made.
- 13 The Hirer shall be responsible for all damage caused and shall indemnify the Country Days (The Leys Nature Reserve) against all loss, damage and expense unless due to the negligence of the Country Days (The Leys Nature Reserve) and any such damage shall be reported immediately to the Country Days (The Leys Nature Reserve) .
- 14 Any damage caused to the field (or elsewhere in the Country Days (The Leys Nature Reserve) shall be compensated to an extent considered reasonable at the discretion of the Country Days (The Leys Nature Reserve) with seven days of a written demand.
- 15 The Hirer shall indemnify the Country Days (The Leys Nature Reserve) against all and any expenses, liability, loss, claim and proceedings arising in respect of personnel injury to or death of any person or damage to any property arising directly or indirectly from the use of the field unless due to the Country Days (The Leys Nature Reserve) negligence.
- 16 The Hirer shall obtain insurance against legal liabilities to third parties (including Country Days (The Leys Nature Reserve) with a limit of indemnity of at least £5 million for any one incident.
- 17 Hirers who have their own Public Liability insurance cover must supply a copy of their current certificate with the application form.  
Hirers who **do not** have their own Public Liability insurance cover will be required to purchase cover by way of a fee equivalent to 13.75% of the letting fee (in respect of insurance cover charge) plus 6% of the insurance cover charge (in respect of insurance premium tax). Please note that the policy excess is £250 which, in the event of a claim, will be payable by the Hirer.

## **The Premises**

- 18 The hours of hire MUST include time preparing for the event and clearing up.
- 19 Smoking is not allowed anywhere in the site or within 100 yards from the Country Days (The Leys Nature Reserve) gates.
- 20 This agreement does not include the use of equipment
- 21 Vehicles are not allowed on the grass or the Country Days (The Leys Nature Reserve) playing fields unless by prior agreement with the Country Days (The Leys Nature Reserve) . Any damage resulting will be subject to a charge to the Hirer.
- 22 Hirers should note that litter should be removed
- 23 Hirers are reminded that spectators as well as active participants are bound by the Condition of Hire.
- 24 The Site Manager or Lettings Co-Ordinator may be forced to cancel the letting of Country Days (The Leys Nature Reserve) field because of poor grounds conditions.
- 25 Animals (except guide dogs) are not permitted on the Country Days (The Leys Nature Reserve) site.
- 26 Vehicles are parked on the Country Days (The Leys Nature Reserve) site at their owner's risk. The Country Days (The Leys Nature Reserve) cannot accept responsibility for any damage or theft.
- 27 The Hirers should familiarize themselves with the escape routes.
- 28 The Hirer shall agree that should the field be required for a Country Days (The Leys Nature Reserve) function or if maintenance of the grounds/premises is necessary, then alternative dates will be offered to the Hirer, or if agreement cannot be reached then the Hire fees will be refunded.
- 29 No intoxicated person shall be admitted or allowed to remain on the Country Days (The Leys Nature Reserve) premises.

## **Performing Rights and Licences**

- 30 No copyright work shall be performed in the field without licence of the copyright owner and the Hirer shall indemnify the Country Days (The Leys Nature Reserve) against any penalty or sanction for any copyright infringement that may occur.

- 31 The Hirer shall not use the field for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a license has been obtained.
- 32 The field shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the Country Days (The Leys Nature Reserve) .
- 33 No alcoholic drinks shall be brought onto the field except where the Country Days (The Leys Nature Reserve) agrees otherwise and where a licence has been obtained.
- 34 No film or video shall be shown in the field without the Country Days (The Leys Nature Reserve) 's prior consent. The Hirer needs to sign the hire agreement that they are taking responsibility that any material is appropriate for the intended audience.
- 35 Country Days (The Leys Nature Reserve) has a Policy that the filming of students can only take place with parental permission.

## **Health and Safety**

- 36 The Hirer is responsible for the health and safety of everybody using the field (including first aid) and must make itself aware of the fire precaution and procedures in existence.
- 37 Animals, other than guide dogs are not permitted on the Country Days (The Leys Nature Reserve) premises.
- 38 The Hirer shall leave the field in a clean and orderly state.
- 39 The disposal of any refuse from the use is the responsibility of the Hirer.
- 40 All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service (DBS) if working with children under 18 years of age, or vulnerable adults, even if this is supervised.
- 41 In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the Country Days (The Leys Nature Reserve) site.
- 42 All clubs/organisations hiring the facilities must have the following policies in place:
  - Health and Safety
  - Quality Assurance
  - Child Protection (if working with children)

## **Preservation of Order**

- 43 The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
- 44 The Country Days (The Leys Nature Reserve) does not accept any responsibility for any articles of property left by the Hirer, their guests, agents or any member of the public on the hired property during the period of the hire.