



Park & Pavilion Hire - Terms & Conditions

The contract is made between Highfield Park Trust (The Trust) and the persons named on the booking form (the Hirer). The named persons will ultimately be responsible for the payment of the account and ensuring the terms and conditions set out below are complied with by all guests, sub-contractors and suppliers.

General Conditions

- 1 The hirer must follow instructions from Trust staff. Under normal circumstances Trust staff will not generally be present at weekends. However, staff are to be given access, without prior notice, to all parts of the event if deemed necessary.
- 2 The Trust cannot be held responsible for the conduct of park users and provides no guarantees regarding the security of guests, sub-contractors and suppliers and their belongings. All items of property left unsupervised are done so at the owner's/hirer's risk. The Trust accepts no responsibility for any loss or damage to vehicles, contents of vehicles or any property of guests, sub-contractors and suppliers.
- 3 The Trust will do its utmost to ensure a successful event, but cannot be held responsible for the weather, interruption of power or services, or ground conditions.
- 4 Areas of the park which are planned to be used must be agreed in advance with the Trust Staff.
- 5 No vehicles are to be parked on the grass areas, unless specifically agreed. Vehicular access to grassland areas is only permitted for the purpose of loading and unloading, providing that ground conditions allow.
- 6 The hirer shall use the premises hired for the purpose of the function as stated on the booking form and for no other purpose.
- 7 The park or pavilion shall not be used for illegal, immoral or improper purposes.
- 8 Facilities may not be sublet without the Trust's prior consent in writing.
- 9 The number of guests at the event must not exceed the number stated on the booking form.
- 10 It is the hirer's responsibility to return all keys to the Park Office or YMCA St Albans Community Gym (Russet Drive) as agreed, at the end of the event or if closed by 10.00 on the day following the event (date as provided on the booking form). Please check with YMCA St Albans Community Gym for opening times.
- 11 It is the hirer's responsibility to obtain the necessary licences for performance of live or recorded music from St Albans District Council / Performing Rights Society.
- 12 All electrical equipment used for the event must be PAT tested.
- 13 All equipment / marquee/s to be removed from the Park by the end of the hire period (date as given on the booking form).
- 14 The areas of the park used for the event are to be left free of litter and rubbish. The hirer is responsible for the removal of all rubbish at the end of the hire period (date as provided on booking form).
- 15 Highfield Park Trust reserves the right to refuse a booking or cancel an event. Under these circumstances a refund of any advance deposit will be paid and the Trust would have no other liability.
- 16 It is the hirer's responsibility to ensure there is adequate first aid provision for the event.
- 17 The hirers are responsible for the conduct of their guests, sub-contractors and suppliers and shall indemnify the Trust in respect of any loss or damage to the Trust's property and any items belonging to the hirers, their guests, sub-contractors and suppliers.

- 18 No fireworks or sky lanterns are to be used in any part of the park.
- 19 The gate is to be kept closed during the event and locked when exiting the park.
- 20 Music should be kept to a reasonable level and not cause a nuisance to local residents. The Trust reserves the right to judge acceptable levels of noise or behaviour of the hirer, their guests, representatives or contractors and take appropriate action if deemed necessary.
- 21 All music is to be turned off at 23.00 and all noise is to be kept to a minimum.
- 22 All guests and event organisers are to leave the Park by the time stated on the booking form. (No overnight camping is permitted and no cars are to be left within the park overnight.)

Pavilion Hire

- 23 When not in use the pavilion is to be locked and all lights and heaters within the pavilion are to be switched off.
- 24 The pavilion is to be left in a clean condition. If not left in a satisfactory condition a cleaning charge of £25.00 per hour will be made.
- 25 Smoking is not permitted in any part of the pavilion building under any circumstances.
- 26 No candles or naked flames are to be used in the pavilion.

Insurance and Public Liability

- 27 The Trust will not be liable for the death or injury to any person attending the park for the event or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or their liability incurred by the hirers in the exercise of the rights granted by this agreement except where such death or injury or loss is due to negligence of the Trust.
- 28 Public Liability Insurance
 - The Trust holds Public Liability Insurance, however, this does not cover your event (you, your guests, sub-contractors or suppliers) excepting where the Trust is deemed to be negligent.
 - All hirers and sub-contractors must hold £5 million public liability insurance and provide details of same on request.

Payment

- 29 Events are subject to a non-refundable deposit of 20% of the agreed hire fee, with the balance payable one week before the event date.

Damage and Cleaning Deposit

- 30 A damage and cleaning deposit of £100 or £500, depending on the size of the event, is payable at the discretion of the Trust, one month in advance of the event. If paid by cheque, this will be cashed prior to the event date. The damage deposit will be returned within seven working days following satisfactory inspection of the park and pavilion.
- 31 Any damage sustained to the park or the pavilion including lost keys must be reported to the Trust.
- 32 If any damage is sustained to the park or pavilion, the Trust will make deductions from the deposit to cover any costs incurred, including the cost of replacing keys and/or locks. The Trust will retain the hirer's damage deposit until all damage has been repaired after which the Trust will refund any remaining deposit. If a damage deposit has not been paid or the damage exceeds the deposit the hirer will be charged for the excess.