



# PACT FACILITY HIRE TERMS & CONDITIONS

## 1. Definitions

- 1.1 Facilities such as Barclay Pavilion (Pavilion) and Barclay Grass Pitches (Pitches) are operated by Peterhead Area Community Trust (PACT) SCIO (SC048463). All references to PACT refer to the Trustees or any other person as nominated by PACT.
- 1.2 The Hirer refers to the person or organisation hiring a PACT facility for any event.
- 1.3 Shall is a mandatory requirement

## 2. Facilities

- 2.1 The pitch is a full-size grass pitch suitable for football primarily with regulation sized goals.
- 2.2 The Pavilion comprises the two sports changing areas with toilets and showers, a disabled changing area and toilet, a food preparation area and a community room. The hire of the Pavilion includes the use of PACT equipment such as tables and chairs, kitchen equipment and utensils, on the condition that all equipment is returned, clean and undamaged at the end of the hire.

## 3. Opening Hours

Barclay Pavilion is normally available for hire between 8:00 am to 20:00 pm throughout the year (music may not be played beyond 21.30pm).

Limited Parking is available in the car park, Vehicles must not obstruct the entrance or exit from the PACT facility. PACT requires the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on surrounding pavements is not permissible.

## 4. Booking Process and Conditions

- 4.1 PACT facilities may be hired by anyone 18 years old or over.
- 4.2 Bookings are accepted by submission of a completed Booking Form on the PACT website or by prior arrangement with PACT.
- 4.3 The Hirer shall not sublet the PACT facilities or any part thereof.
- 4.4 By making a booking, the Hirer accepts and agrees to abide by and enforce the Terms and Conditions of Hire before using any of PACT Facilities. It is the Hirer's responsibility to ensure that for the duration of their booking period any persons on the premises also adhere to the PACT terms and conditions of hire as set out in this document.
- 4.5 By entering into this hire agreement, the Hirer accepts that PACT will hold their details for the purpose of carrying out the booking. PACT will not use this information for any other purpose apart from this and/or any future bookings the Hirer may make.
- 4.6 PACT reserves the right to refuse a hire if it is considered the hire may lead to a breach of these Terms and Conditions or if for any reason the premises are considered unfit for the intended hire.
- 4.7 The Hire of PACT facilities does not entitle the Hirer to occupy the premises at any time other than the specific hours for which the facility has been hired.



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4.8 If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

4.9 If the hirer is provided with a key to the facility or an alarm code, the Hirer agrees:

- that codes for the key safe and building alarm will not be shared with any third party;
- key/keys will not be duplicated or passed on to any third party;
- Ensure that the facility doors and windows are locked and the alarm set (if applicable) and key/keys are returned to the key safe or PACT authorised person.
- that if the key/keys are lost or misplaced, to inform the PACT immediately and to bear the cost of replacement locks and keys for all existing key holders.

4.10 The Hirer agrees to indemnify PACT for the cost of repairs of any damage done to any property or contents during the hire. Any damage or failure of equipment must be reported immediately.

4.11 Any incident arising from a breach of the Terms and Conditions of Hire will be the sole responsibility of the Hirer. Any such breach may result in loss of the cost of the hire and could incur additional charges.

### **5. Nuisance**

5.1 PACT provides facilities for the benefit of Peterhead residents and Barclay Pavilion is located in a residential area and any use of PACT must be made with due consideration to nearby residents.

5.2 Hirers are responsible for ensuring that the noise level at their event is not such as cause inconvenience or annoyance to occupiers of nearby houses. The Hirer is responsible for minimising all undue noise on arrival and departure especially late at night.

5.3 If an authorised person of PACT is called out to the facility as a result of a complaint from a resident or for any other reason, during the hire period, a call out fee will be charged to the Hirer at PACT's then-current rate.

### **6. Insurance / Loss of Property**

6.1 PACT's Public Liability Insurance shall be extended to each organisation or person during a booking agreed with PACT), subject to their fulfilment of the Terms and Conditions of the cover.

6.2 PACT's Public Liability cover does not apply to any organisation or person using the Pavilion for commercial or business purposes. Such organisations or persons should have their own Public Liability Insurance covering a minimum of £5m.

6.3 It is the Hirer's responsibility to ensure that any sub-contractor, who provides equipment, or a service has appropriate Public Liability Insurance.

6.4 PACT accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's property or effects or any other belongings of any person who enters the facility during the hire. Items brought into and/or left in PACT facility is entirely at the owner's risk.



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6.5 PACT accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's vehicle in PACT facility car park, the use of the car park is entirely at the owner's risk.

6.6 Permission from PACT must be obtained before goods or equipment is stored in the facility.

### 7. Health and Safety

7.1 Maximum Capacity: To comply with Fire Authority and Local Authority conditions the number of persons occupying Barclay Pavilion is restricted to:

- 100 for a seated event
- 200 if event is not seated.

7.2 PACT facilities have required actions of what to do in the event of a fire with a fire assembly point sign posted in the car park.

7.3 The Hirer shall maintain a register of persons present to be used as a roll call in the event of a fire and there ensure are no obvious fire hazards on the premises.

7.4 The Hirer must ensure that they and the users during the hire are familiar with:

- Actions in the event of fire, including calling the Fire Brigade and evacuation of the Pavilion; the Fire Brigade shall be called however minimal the fire.
- Location of firefighting and first aid equipment;
- Escape routes and the need to keep them clear; operation of emergency exits, and they are unlocked.

7.5 Any call out of the PACT fire alarm company to disarm the fire alarm will be charged to the Hirer at PACT's then-current rate.

7.6 Barbeques are permitted only outside in PACT grounds and under adult supervision.

7.7 Naked flames are not allowed inside or out (celebration cake candles are permitted).

7.8 The Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and has been Portable Appliance Tested (PAT) within the past year.

7.8 It is the hirers responsibility if they planned event is likely to attract a large number of spectators to plan the necessary arrangements and inform the Police, First Aid services etc.

7.9 All functions for persons under 18 years must be stewarded by an adequate number of adults and with a minimum of 1 adult per 10 young persons. All supervising adults must be aware of their essential roles with respect to emergencies.

### 8. Prohibitions

8.1 The use offensive or indecent language or behaving in a disorderly or violent manner to PACT authorised persons or other facility users.

8.2 It is prohibited to take or distribute drugs in the PACT facility or enter the facility under the influence of drugs or alcohol



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8.3 Live and recorded music may not be played at the facility, unless the hirer has a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). PACT must be informed of the intent to play music and the validity of appropriate licence.

8.4 PACT is not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises. PACT must be informed if any application to sell or supply of alcohol for an event at a PACT facility.

8.5 No activities shall be undertaken on the PACT facilities in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

8.6 There is no smoking in the Pavilion, the Pavilion is a NON-SMOKING venue.

8.7 The use of fireworks or any form of pyrotechnics within, or in the grounds of the facility is prohibited unless there has been written agreement from PACT.

8.8 No animals (including birds) are brought into any part of PACT facility or its grounds, with exceptions for guide dogs or any assistance dog, or there has been written agreement from PACT.

### **9. Hire Charges and Payment Policy**

9.1 Hire charges for hire of facilities are as published by PACT and the hire charge applicable to a booking shall be that in force at the time the event is held.

PACT shall review the cost of hire for facilities on the 1st of October each year. Please note that if your hire occurs after the 1st of October the hire may be charged at a new rate.

9.2 Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at the applicable rate.

9.3 Payments must be made in full for the term of the hire must be made prior to the start of the hiring period.

- Payment can be made by Cheque, BACS or via the Paysafe function on the PACT website facility booking system.
- Cheques should be made payable to "Peterhead Area Community Trust (PACT)"
- PACT Bank information available on request for BACS payments
- Payment for monthly bookings must be made within 30 days of Invoice date.

9.4 PACT reserves the right to recover all incurred costs from the Hirer due to additional facility cleaning costs or damage that occurred during the hire.

9.5 Failure to pay for the hire will result in the booking being cancelled and a cancellation cost applied.

9.6 In the event of non-timeous payment of any amount due, interest will be added to the overdue amount at the rate of 5% per annum over the base lending rate from the Bank of Scotland.



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### 10. Cancellation

10.1 Cancellation by the Hirer will incur the following charges:

Notice given to cancel a booking	Charge
More than 7 Days	No charge
Between 7 days and 2 days	25% of the total hire charge
Between 48 hours and 24 hours	50% of the total hire charge
Less than 24 hours	100% of the total hire charge

10.2 PACT reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- It is considered by PACT that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place.
- The pitch or premises becoming unfit for the use intended by the Hirer;
- Significant adverse weather forecast that would potentially put users at risk of harm
- An emergency requiring use of the premises as a shelter for victims of disaster.

Where PACT cancels a hire, the Hirer shall be entitled to a refund of any money already paid for the hire less a small administration fee of 5% of the hire value or a credit for another hire, but PACT shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

10.3 PACT reserves the right to terminate a booking where the hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities. In such case, no refund of any hiring fees will be made.

### 11. At the end hire period, the Hirer is responsible to:

11.1 Leave the Pavilion in a clean and tidy condition, including removing all food and drink from the building, disposal of refuse into the wheelie bins provided, or if the bins are full, removed from the site

11.2 Ensure that all electrical equipment is unplugged, and lights are turned off

11.3 Ensure that all internal doors are closed, external doors and windows are closed and locked, if authorised, activate the alarm system when PACT facility is vacated and locked

11.4 Return any keys issued at the end of the hire at a time agreed with the PACT authorised person