



## Terms and Conditions

In this agreement the term "The Council" shall mean Mendip District Council.

If the Hirer is in any doubt as to the meaning of the conditions the Council should be immediately consulted on 0300 303 8588 and ask to speak to Neighbourhood Services.

1. In the event that the Hirer is not a legal person or an incorporated body the Authorised Representative is for the purpose of these conditions of hire.
2. The sole purpose of hiring shall be that stated and the Hirer shall not sub-hire or use the Premises for any unlawful or dangerous way, nor do anything or allow anything to be done which may prejudice their own or the Council's insurance policies or increase the premium.
3. The Hirer may cancel the booking by giving notice in writing at least 7 clear days in advance and any charges paid to the Council will be refunded at the discretion of the Council.
4. The Council reserves the right to refuse any application.
5. When the booking is confirmed the full fee for hiring in accordance with the Council's current Scale of Fees and Charges must be paid on receipt of the invoice. Cheques or postal orders shall be made payable to Mendip District Council.
6. The Council may at its discretion consider applications from Clubs/Organisations for credit hiring's on the production of evidence of their bona fide status.
7. The Hirer agrees with the Council to observe and perform the provisions and stipulations referred to in the Conditions of Hire.
8. Should you wish to be exempt from paying VAT, HM Customs and Excise have produced a VAT leaflet (742) which states under Series of Lets the following;
  - That you may be exempt from paying VAT providing you play 10 or more sessions; **and**
  - The interval between each session is at least a day and not more than 14 days. Letting for every other Saturday afternoon fulfils this condition (there is no exemption for longer intervals than 14 days) which arise through closure, i.e. for Public Holidays; **and**
  - The series is to be paid for as a whole, and there is written evidence to that effect. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised. A formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified in the invoice would be sufficient evidence. Provision for a refund in the event of the unforeseen non-availability of the facility would not break this condition but provision for a refund in other circumstances would; **and**
  - The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as local league)

**If you have read, understood and accept the terms and conditions please sign and return (please keep a copy for your records).**

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_