



WAREHAM TOWN COUNCIL

TERMS AND CONDITIONS OF HIRE

Recreation Ground, Pavilion and Facilities, Worgret Road, Wareham

1. Interpretation

- 1.1 The Hirer means the person signing the booking form for hire of any part of the Recreation Ground or its facilities and (where applicable) the firm or company or other body named in such application as the organisation on whose behalf the application is made without prejudice to the Council's right of redress against any person or organisation. No person under the age of 18 years will be accepted as a Hirer.
- 1.2 'Block Booking' means a request for hire on more than three occasions.
- 1.3 'Day Hire' means the hiring of any facility/recreation space which commences after 0800 to 1700 hours on a particular day.
- 1.4 'Evening Hire' means the hiring of any facility/recreation space which commences after 1700 up until 2100 hours on a particular day.
- 1.5 Extensions to these hire periods will be charged at an hourly rate.
- 1.6 'The Council' means Wareham Town Council.
- 1.7 The 'Town Clerk' means the Town Clerk or person with delegated responsibility in the absence of the Town Clerk.

2. Booking

- 2.1 No bookings will be regarded as confirmed until a fully completed booking form has been received by the Town Council.

3. Refundable Deposit Payment

A deposit payment of £50 is required for all bookings with first-time hirers as surety for any damage caused or excess cleaning required, returnable following the event under the conditions that the Council facilities are left in good order and undamaged. Hirer activities which pose an increased risk of damage or detriment to the Council's facilities may be asked to make increased deposit payment.

Any increased deposit payment will be communicated to the hirer and the sum will be agreed between the Town Clerk and Chairman of the Policy, Resource and Finance Committee, who hold delegated authority from the Policy, Resource and Finance Committee.

The forfeiture of all or part of the deposit shall be at the discretion of the Town Clerk, but the Hirer may appeal against this decision which will go before the Policy, Resource and Finance Committee, whose decision is final.

4. Payment for Hiring

Payment for hiring should be made within 14 calendar days of receipt by the Hirer of an invoice from the Council. This is to ensure that the facilities can be suitably prepared for the proposed activity.

Hirers who provide less notice than the above 14 calendar days accept the risk that the Council may not be able to prepare, or wholly prepare, the facilities for the proposed activity. The Council will endeavour to inform hirers should this be the case.

5. Cancellation

- 5.1 In the event of the Hirer cancelling less than 2 working days before a booking, it will be at the Town Clerk's discretion whether a refund is payable to the hirer considering costs and operations which might have already been incurred by the Council.
- 5.2 The Council reserves the right to cancel any booking at any time at its absolute discretion refunding the full fee without any compensation to the hirer.

6. Use by the Hirer

- 6.1 No unlawful activities:

No activities are to take place which are illegal or a significant nuisance, disturbance, inconvenience or in any way prejudicial to the owners or occupiers of adjoining or neighbouring properties, nor any activities which may bring the Council into disrepute, in the Council's view.

- 6.2 Appointed Supervisor

The Hirer shall appoint a person or persons at least 18 years of age to oversee the pavilion building during the whole time that it is open to the public. The person(s) appointed throughout the period of hire shall not be engaged on any duties which will prevent them from exercising general supervision. The Hirer shall notify the Town Clerk of the name(s) of the person(s) in charge on the completed booking form. This person or persons, unless indicated otherwise by the hirer, will be assumed to be the hirer.

- 6.3 Damage to Council property

No damage is to be caused to Council property. No item of Council property is to be removed from the Recreation Ground (including the Pavilion) without the prior consent of the Council in writing. No access is permitted to the cricket wicket unless the hire is for the purpose of playing cricket, or prior consent of the Council is given in writing.

Damage caused to Council property may subject the hirer to the loss of the deposit payment in whole or in part or invoiced to the hirer.

Any damage, purposeful or accidental, must be reported to the Council immediately.

6.4 Storage Facilities at Pavilion

At its discretion, the Council may agree to provide the use of a storeroom for the purpose of storing necessary equipment. The Council reserves the right to enter this room and access must be freely given. The Council accepts no responsibility for any loss or damage to items stored either in a storeroom or in any other part of the Pavilion. Any items left outside of the Storeroom ~~will~~ may be removed and disposed of.

6.5 Kitchen

The kitchen is to be cleared of all utensils, food and rubbish at the end of each individual hiring.

6.6 Use of Facilities at the Pavilion

The use of the shower rooms and kitchen, along with the changing rooms and toilets are available for the sole use of the hirer. It is a requirement of the Council that these facilities be left in a clean manner, free of all damage.

Any additional cleaning required may be charged to the hirer through the whole, or part loss of their deposit, or invoiced to the hirer.

6.7 Access to the Pavilion

Access to the Pavilion will only be permitted if it is included as part of the hire.

6.8 Security at the Pavilion

An access code will be provided to the nominated hirer i.e. listed on the booking form. It is a requirement that this code is released to no more than three additional members and the contact details of these members should be notified in writing to the Council. The Council reserves the right to change the method of entry to the Recreation Ground and Pavilion at any time and will notify the Hirer prior to the date of the hiring.

The Town Council may require hirers to provide additional information upon request regarding the security of their event in line with Martyn's Law legislation.

6.9 Use of the Pavilion for the preparation of food and drinks

The Hirer shall be fully responsible for compliance with legislation, etc. relating to environmental health, food hygiene and health and safety where applicable, and shall ensure in particular that any persons nominated to carry out food service or preparation shall be made fully aware of the requirements of the legislation, etc. If guidance is needed, Hirers are recommended to contact Dorset Council's Environmental Health section.

6.10 Sale of alcohol

No sale of alcohol shall take place on the Recreation Ground or any part of it without prior written consent of the Council.

The sale of alcohol is a licensable activity under the Licensing Act 2003 and the Hirer will be responsible for obtaining a licence from the Licensing Authority. A copy of the licence granted must be sent to the Town Clerk no later than fourteen days before the holding of the event to which it relates.

6.11 Performance of Music

No music shall be played at any event held on the Recreation Ground without the Hirer first obtaining written consent of the Council.

6.12 Means of escape

The Hirer shall ensure throughout the period of hire that all exits and footways to the Pavilion and the gates to the Recreation Ground from Streche and Worgret Roads are kept free of obstruction and immediately available for instant public access and emergency vehicles. When hiring the Pavilion, the Hirer shall ensure that all means of exit and escape routes are kept free of obstruction and immediately available for instant public egress.

6.13 Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight and written details thereof shall be given to the Town Clerk as soon as is practicable following the call to the Fire Brigade.

6.14 Medical assistance

The Hirer shall assume responsibility to triaging medical assistance to their participants and ensure that if any person, whose presence on the Recreation Ground is solely due to the hiring, requires medical assistance during the period of hire, a written statement of the circumstances and incident are given to the Town Clerk within 24 hours of the incident.

6.15 Electrical Equipment

The Hirer shall not use any additional electrical appliances in the Pavilion or on the Recreation Ground without the prior written permission of the Council and any request should be accompanied by a valid electrical testing certificate for that appliance.

The Hirer shall not overload the electricity supply to the building which is 240v and shall not exceed more than 15kw per phase.

The Hirer shall not have or permit the presence of unprotected or unsecured trailing electrical wires during the course of the hire period.

6.16 Insurance Cover

- (i) The Hirer will be responsible for any injury to persons or damage howsoever caused which arises from the hire and will be responsible for all claims. The Hirer will be expected to have in effect throughout the period of hire Public Liability Insurance at least £1,000,000. Proof of the insurance in force at the time of the event date will be provided to the Council at the time of application.

- (ii) Depending on the nature of the event, the Council may require the hirer to have a higher level of coverage for their event. This will be communicated to the hirer during the booking process.
- (iii) Where appropriate the Hirer shall have in force a Policy of Insurance covering loss or damage to any property owned by or on loan to the Hirer for use during the hire. This insurance shall be operative whilst the property is in use or whilst left unattended on the premises

6.17 Charges for admission

Charging for admission to the Recreation Ground or any part of it shall not be permitted without the Hirer obtaining prior written consent of the Council.

7. Setting up events on the Recreation Ground

- 7.1 Organisers are to inform the Council of all vehicles involved in setting up the area of operations. Details such as type and size of vehicle (tonnes if heavy vehicle), and period of use may be sought.
- 7.2 The term 'vehicles' includes specialist vehicles such as platform lifts, caravans, food outlets and trailers etc.
- 7.3 Organisers are required to park their own private vehicles offsite, except by prior written agreement of the Town Clerk. Private vehicles involved in the setting up operations are to be parked in a dedicated temporary parking area close to the Pavilion.
- 7.4 The hirer must seek to cause the least damage possible to the recreation ground and other facilities using vehicles if granted permission. Damage caused may be subject to the loss of deposit or an invoice for the damage.
- 7.5 The hirer should have a Risk Assessment for their activity in place which the Town Council may wish to inspect.
- 7.6 Due regard must be paid to the cricket pitch, croquet lawns and football pitch during setting up operations.
- 7.7 Siting/use of generating equipment and any other equipment or temporary structures is to be agreed in advance with the Town Council.

Emergency Contact

Emergency contact details for Wareham Town Council staff on duty will be provided in advance of the booking date. All enquiries before the day of the booking to be directed through the Council Offices, Town Hall, East Street, Wareham. BH20 4NS. Telephone 01929 553006. Email office@wareham-tc.gov.uk