



**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.
- 1.8 'Groundsman/Caretaker' means any of the Council staff with responsibility for outdoor space and council facilities management.

**2. Charges**

- 2.1 Please refer to Appendix for charges.
- 2.2 No bookings will be regarded as confirmed until a fully completed booking form has been received by the Town Council. No confirmation will be issued until all fees have been paid.

### **3. Guarantee Payment**

A guarantee payment of £200 is required for all bookings as surety for any damage caused or excess cleaning required, returnable after a site inspection following the event (details of which are covered in the After the Event section of these Conditions). 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.

### **5. Cancellation**

- 5.1 In the event of the Hirer cancelling less than four weeks before a booking there will be no refund.
- 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 or may be illegal, immoral, or offensive or an annoyance, 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.

#### **6.2 Appointed Supervisor**

The Hirer shall provide a person or persons at least 18 years of age to be in charge of the pavilion building during the whole time that it is open to the public. The person(s) in charge 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.

#### **6.3 Damage to Council property**

No damage is to be caused to any item of Council property, including but not limited to any turf forming part of the cricket wicket, and no item of Council property is to be removed from the Recreation Ground (including the Pavilion) without the prior consent of the Council. No access is permitted to the cricket wicket unless the hire is for the purpose of playing cricket.

#### **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 be removed and disposed of immediately. The Storeroom would only be available during the cricket season and therefore any items stored within must be removed promptly at the end of the season.

#### 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 damage should be reported to the Council immediately.

Any additional cleaning required, and costs involved to rectify any damage, will be charged to the hirer. Cleaning costs will be charged at £20 per hour or part thereof.

#### 6.7 Access to the Pavilion

Access to the Pavilion will only be permitted if it is included as part of the hire. If the Hirer expects large numbers of people to attend during the period of hire, the hirer will be responsible, at their own expense, for ensuring the provision of additional toilet facilities and the security of those facilities whilst in situ on the Recreation Ground. Prior written permission must be sought from the Town Clerk to site these facilities which will be given on the basis that the Council cannot accept any responsibility for these whilst on the Recreation Ground and that the Hirer should therefore ensure sufficient insurance cover is in place for damage or theft.

#### 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.

#### 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 within 24 hours of the call to the Fire Brigade.

#### 6.14 Medical assistance

The Hirer shall 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 up to £10,000,000. 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) 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 needed are type and size of vehicle (tonnes if heavy vehicle), and period of use.
- 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 off site; 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 Vehicles are to be driven to and from the dedicated parking area using the shortest possible route - by-passing the play area and cricket wicket - at a maximum speed of 10 mph. Minimal vehicle movements are to be encouraged at all times during the event.
- 7.5 If a condition of the Hirer's insurance is to carry out a Risk Assessment, a copy of this shall be provided to the Town Clerk at least 14 days before the event begins.
- 7.6 Due regard must be paid to the cricket pitch, croquet lawns and football pitch at all times during setting up operations.
- 7.7 The shortest possible route – to be agreed with the Caretaker/Groundsman – is to be taken by heavy vehicles e.g. involved in setting up a fairground, carnival event or circus – and a mutually acceptable plan agreed in advance for the timing of their entry onto the Recreation Ground, subject to prevailing weather

conditions. The Town Clerk or Caretaker/Groundsman has the final say as to whether large heavy vehicles can move either on or off the Recreation Ground during inclement conditions.

- 7.8 Siting/use of generating equipment and any other equipment is to be agreed in advance with the Town Clerk and Caretaker/Groundsman. Ideally these should all be sited along the western side of the Recreation Ground in the vicinity of the Pavilion, where residents are least likely to be disturbed. If it is absolutely necessary to be sited elsewhere, all generators must be shut down by 9pm to ensure that residents of Monmouth Road are not disturbed unduly. Exceptions to this must be agreed by the Town Clerk 28 days in advance of the start of the event, in order that residents may be informed of the potential disturbance due to generator noise.

### **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](mailto:office@wareham-tc.gov.uk)

**Appendix: Charges for 2022/23.**

<b>Recreation Ground</b>			
<b><u>Football pitch (including use of Pavilion)</u></b>			
League match/friendly	Per match		£50.00
Under 16 years League / Friendly	Per Match		£40.00
<b><u>Cricket wicket (including use of Pavilion) Block bookings only</u></b>			
<b>Senior teams:</b>			
Day hire			£50.00
<b>Junior teams:</b>			
Matches			£40.00
Training			£30.00
Additional grass cuts of outfield as required			£55 - £85
<b><u>Croquet Area (including use of Pavilion)</u></b>			
Use of lawns twice per week, monthly fee.			£200.00
Additional grass cuts as required			£30.00