Terms & Conditions of General Hire for Dullingham Parish

To hire the Sports Pavilion or any part of the Recreation Field contact the Dullingham Parish Clerk at clerk@dullingham-pc.org.uk for availability.

The hirer may provide the names of up to 2 nominated contacts who are the **ONLY** people permitted to have access to the key box to enter the premises and take responsibility for the keys during your hire period. The keys or codes are not permitted to be shared with any other person for insurance and security purposes.

To make a booking you must be 18 or over and you must accept the hire conditions and information in the Appendices set out in the terms and conditions which apply to the Pavilion and Sports Field. Please note that bookings are provisional until payment has been received and a signed copy of these terms and conditions send to the Parish Clerk.

I have read and accept these terms and conditions ☐

NAME (block capitals)	SIGNATURE	DATE

The hire agreement and pricing can be found on the next page.

Terms & Conditions of General Hire for Dullingham Parish

Hire Agreement

Main Name of Hirer (nominated person 1)	
Address	
Telephone Number	
Email address	
Additional Contact (nominated person 2)	
Telephone Number	

Hire Tariff – hourly costs

Tariff	Details	Charges
A	Pavilion social room and kitchen (2 hours minimum)	£13/hour
B	Sports Booking to include outside toilets and changing rooms only (maximum 4 hours)	POA
C	Post event cleaning charge[2]	£30 one-off charge

[2]*If the hirer is not able to leave the premises in a clean condition, then a one-off cleaning charge is applicable*

Hire Details

Tick if this is this to be a repeat booking and give relevant details in the purpose of hire box or on a separate sheet (eg fixture list) ☐

Date of hire (day and date) *	
Start time of hire	
How many hours	
Tariff	**£**
Total booking cost (per booking)	**£**

**Provide a list for multiple/repeat bookings*

Purpose of hire

I have provided evidence of my third-party liability insurance (if applicable) ☐
(If evidence of insurance is not provided, we are unable to confirm the booking).

Terms & Conditions of General Hire for Dullingham Parish

Safety

1. When you hire any of our premises the nominated person on the hire agreement is responsible for the safety of others during your hire period and you need to make sure you have read and understood your responsibilities during and before the event and the emergency evacuation procedures in Appendix A. All users have a duty to consider the health and safety of others and must take notice of the safety signs.
2. If the fire alarm sounds the Sports Pavilion should be evacuated at once to the assembly point to the far right of the sport field, to the right of the Pavilion as you exit.
3. Under no circumstances should you ignore the fire alarm. Please call the fire brigade using 999. Refer to the Emergency Evacuation Plan, see **Appendix A**.
4. Smoking, e-cigarettes, flares, sky lanterns or fireworks are not permitted in our premises.
5. Fire doors must not be propped open.
6. Fire exits must not be obstructed even for a short period. Seating arrangements must allow clear access to all exits. We reserve the right to ask for a seating plan.
7. You must report any accidents to the parish clerk and complete an accident report form. The accident book is in the kitchen with the first aid kit.
8. There is a first aid kit in the kitchen.

General

9. The Sports Pavilion is not suitable for inflatables such as bouncy castles (see **Appendix B**) or for dry ice or smoke.
10. The Sports Pavilion has changing rooms, showers and kitchen facilities and use is included in the hire fee.
11. Access to Dullingham Sports Pavilion by car is via a locked gate on Stetchworth Road, Dullingham. This gate must always be kept locked when the Pavilion or Recreation Field is unmanned to prevent unauthorised vehicular access. Please do drive only on the perimeter of the field to prevent damage to sports facilities.
12. Dullingham Parish Council cannot offer any on-site storage for equipment, however, is open to enter into an agreement with long-term hirers who wish to site their own storage facility on Parish Land.
13. Our Privacy Notice is at **Appendix C.**

Our Responsibilities

We:

14. Reserve the right to close any of our facilities without prior notice if we consider them unfit or unsafe or if they are needed for public business such as a polling station. In these circumstances we will refund your payment.
15. Accept no responsibility for any loss or damage to equipment stored on our premises or items brought onto our premises.
16. Carry out fire drills from time to time to make sure our procedures work, and you know what to do. This is usually without notice. However, in the case of the elderly or very young we will give a warning a few minutes before the drill.

Your Responsibilities

You:

17. Must dispose of your own rubbish and the premises are to be left clean and tidy. Failure to comply with this will result in an additional cleaning charge of £30 per hour.
18. Must be considerate to nearby residents when leaving the premises and you must make sure that the windows and exits doors are not opened if loud music is being played.
19. Must have the relevant licences if you intend to sell alcohol, stage plays or indoor sporting events. These must be provided to the Parish Council prior to your booking being confirmed.

Terms & Conditions of General Hire for Dullingham Parish

20. Must ensure that the building is left in a clean and tidy state and lock all doors.
21. Must exit the premises, ensuring the main gate is shut and locked behind you.
22. Must vacate the premises before midnight, unless agreed in writing prior to use.
23. Must not sub-let our facilities.
24. Must ensure that all vehicles are parked sensibly to allow any emergency vehicle access if required.
25. As the hirer, are responsible for the safety and security of personal possession for the duration of the hire period.
26. As the hirer, are responsible for the evacuation of the premises in the event of a fire or other incident. The Sports Pavilion is not staffed and does not have fire wardens.
27. Must keep the premises secure at all times and the hirer must be on the premises during the hire.
28. Are responsible for setting out tables and chairs and putting them away afterwards in a clean ready to use condition. Tables and chairs must be carried, not dragged, so as not to damage the flooring. The tables and chairs are not to be used outside.
29. Must take care to avoid spillages and clear them up promptly. Please use the cleaning box in the kitchen should you need to do so.
30. Must only use your own electrical equipment if this has been Portable Electrical Appliance (PAT) tested by a competent person.
31. Must not have ball games, scooters or bikes etc, in the Sports Pavilion unless by prior agreement.
32. Must not allow studded boots or wet muddy footwear inside the Pavilion and any such articles should be removed before entry.
33. Must not use open fires, barbecues or other heat sources unless permitted with prior agreement with Dullingham Parish Council. This is also subject to all waste being removed after the event.
34. Must report breakages, damage caused or noticed during your hire by sending photographic evidence to clerk@dullingham-pc.org.uk. If you do not report and state damages as above, we can charge you for damages.
35. Must not prune or cut any trees without the permission of the Dullingham Parish Council.

Match Day Bookings Only

36. Must have permission from the Parish Council to install any items permanently or semi-permanently on the field.
37. Must have permission from the Parish Council if you want to mark any lines on the field.

Legal

38. Cancellation is at the discretion of the Parish Council.
39. We usually only require a deposit for a party or music event or where an alcohol licence is needed. We will advise you if this is required.
40. If you are hiring the pavilion (inside only) this use is covered under the basic public liability insurance.
41. If anyone outside of your organisation/group is attending your event inside the pavilion, you will be required to provide proof of your own public liability insurance.
42. If you are hiring the recreational field, you will be required to provide proof of public liability insurance for your event/hire including any third-party activity (eg inflatables, food truck etc)
43. If any permanent or temporary structures are required these can only be left in place if they pose no risk to wildlife or the general public. Any structures are left at the hirers own risk and the Parish Council can take no responsibility for any damage caused.

Terms & Conditions of General Hire for Dullingham Parish

Appendix A - Emergency Plan

This Emergency Plan is to be read and understood by hirers, and those in charge of groups so that they are aware of their responsibilities in relation to fire and emergency incidents.

Overview of responsibilities
Dullingham Parish Council is responsible for keeping this plan up-to-date and ensuring that the premises are compliant with fire safety regulations.

The Sports Pavilion is not staffed and does not have fire wardens. The premises are let, usually to groups, and it is the host or the person in charge of the group who is responsible for the safety of anyone attending their event or session. The person in charge of the group or event has a legal duty with regards to the safety of those persons assisting or attending the event. Contractors should make sure they are aware of these procedures.

Before the event the person in charge should make themselves aware of the emergency procedures detailed below. They should make sure they know the limitation on the numbers of people allowed at the event and should have made provision to monitor the numbers by, for example, issuing numbered tickets or using an attendance clicker. They should consider if any help or training is needed in following the procedures and evacuating the premises.

At the start of the event or function the person in charge should check that all escape routes are clear of obstructions and combustibles and tell those present

- that smoking, including electronic cigarettes, is not allowed inside or outside
- who is in charge (yourself or your nominee)
- that in the event of a fire or emergency incident an audible alarm will sound
- that in the event of the alarm sounding they should leave the premises taking only valuables immediately to hand and not to collect other belongings
- the location of exits and escape routes and the assembly point
- not to re-enter the premises until the Fire & Rescue Service give their permission.

During the event or function the person in charge should ensure that

- escape routes and exits do not become blocked and doors are not wedged open
- that the no smoking, no electronic cigarettes and no fireworks policy is adhered to
- no naked flames are started (unless authorised e.g. candles)
- where naked flames are present that combustible material is kept clear
- rooms do not become overcrowded
- noise levels cannot drown out the fire alarm
- the limitations on the number of persons in your premises is adhered to.

Terms & Conditions of General Hire for Dullingham Parish

Emergency Procedures

IF IN DOUBT – GET OUT! **DON'T ASSUME IT'S A DRILL**

Fire action signs are sited around the premises with the location of the assembly point and instructions on what to do on the discovery of fire or hearing the fire alarm.
If you discover smoke or flames raise the alarm by breaking the glass in the nearest fire alarm call points. The alarm will sound automatically. If it fails shout FIRE FIRE.

Make a 999 call. The Fire and Rescue Service will ask for information, such as:

- the name of the person making the call and a contact phone number
- the premise name and address: Dullingham Sports Pavilion, Stetchworth Road, Dullingham, CB8 9UJ, and
- brief details of the Fire Incident if possible.
- The main purpose of the Fire Extinguishers provided around the premises is to assist with the means of escape where the route is impeded by a fire. Although you may be trained in the use of firefighting equipment, you are **NOT** expected to fight fires.

In a loud clear voice ask people to leave the premises the way they came in if possible and if this is not possible point out the nearest emergency exits and route. If you can, close windows and doors as you go. Do a visual check for anyone who may need help, especially less abled people and unaccompanied children, and direct others to provide assistance. Quickly check the toilets, changing rooms, Umpires room, social room, corridors, and kitchen areas but consider your own safety at all times and refrain from taking unnecessary risks.

Go to the assembly point on to the right of the Pavilion as you exit and try to establish if everyone is accounted for. Go yourself or send someone to the main entrance to meet the fire service and await further instructions.

If you hear the alarm, leave the premises the way you came in or by the nearest available exit. The person in charge of your group will take control of the evacuation.

- do not stop to collect personal belongings
- walk to the nearest fire exit and leave the premises, proceed to the assembly point
- do not attempt to re-enter the premises until you have been authorised to do so by either the Fire and Rescue Service even if the alarm has stopped.

False Alarms

Treat all alarms as an emergency until the hazard status has been confirmed otherwise by the person who operated the alarm or by someone in authority. The fire alarm is not linked to the fire services and so attendance will only occur following a 999 call. If the Fire & Rescue Service attend, someone (ideally the person who made the call) will need to meet them. The following procedures are to be followed in the event of a false alarm and will be co- ordinated by the person in charge:

- The alarm signals will be left activated until the premises have been evacuated.
- The person in charge will inform the Fire & Rescue Service (if called) that the alarm is false.
- Upon arrival of the Fire & Rescue Service (if called), follow their instructions.
- The alarm panel should only be reset on authority of the Fire & Rescue Service (if called) or a representative of Dullingham Parish Council.

Terms & Conditions of General Hire for Dullingham Parish

Appendix B - Dullingham Parish Council Inflatables Policy

The use of bouncy castles and inflatables in the Dullingham Sports Pavilion is not permitted as they are expressly excluded from our insurance policy as a hazardous activity, and their use is likely to block the fire exits in the social room. Even though reputable providers will be fully insured, this usually covers their liability and not the hirer of the equipment.

The use of a bouncy castle or inflatable outside the premises will involve hire of the recreation field, and because of the risk of serious injury and the size of potential claims which could arise as the result of alleged negligence or a lack of supervision on behalf of the hirer, the only circumstance under which we can allow their use is when the hirer has their own public liability insurance which specifically covers this risk and a copy of the certificate has been provided to the Parish Clerk prior to the event. The National Association of Inflatable Hirers has published an Information Sheet on the safe use and operation of inflatable play equipment, including bouncy castles.

Bouncy Castle and Inflatable Guidelines

Ensure that the Hire Company:

1. Fully complies with the Health and Safety Executive Guidance Note PM76 – "The Safe Operation of Inflatable Bouncing Devices" (this important guide deals with all aspects of safety).
2. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle.
3. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company. It is unlikely to extend to cover the hirer of the equipment. If you are to operate the bouncy castle, in addition to Items 1 and 3 above, ensure that you are provided with written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

Safety Instructions

1. Children should not be allowed to use the bouncy castle if there is a high wind or in wet weather (inflatable can flip over and slippery surfaces may cause injury).
2. The castle must be adequately secured to the ground.
3. Soft matting covering hard surfaces must be placed adjacent to the front or open sides.
4. There should be responsible adult supervision, paying close attention to the children at play at all times during its use.
5. The number of children using the bouncy castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding.
6. A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment).
7. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents. Eating while bouncing or performing acrobatics must not be allowed.

Appendix C - Privacy Notice

Dullingham Parish Council is registered with the Information Commissioner's Office (ICO) as a data controller for the purposes of processing personal data and is committed to complying with the data protection law as defined in the Data Protection Act. The processing of personal data is governed by legislation including the General Data Protection Regulation (GDPR). Our Data Protection Policy is available on our website or from the Clerk.

This privacy notice is available on our website or from the Clerk. It will be reviewed periodically and if it changes, we will let you know.

Your personal data – what is it?
Personal data is information about a living individual from which they can be identified, such as a name, video, email, or address. Identification can be directly using the data itself or by combining it with other information. We are required to issue a privacy notice explaining what personal data we hold, the reason for holding it, where it came from and when it will be deleted.

Reason for holding and processing personal data
We only collect information about you that is necessary, and we only process it for the purpose it was collected. We do not use profiling, automated decisions, or sell your data to third parties. We do not pass your data to third parties except when required to do so to fulfil our legal obligations, for example, HMRC.

We only hold and process personal data where we have a lawful basis as defined by GDPR and detailed below.

- For hirers and suppliers our lawful basis is "contract".
- For employees, councillors, volunteers, both present and former and job applicants our lawful basis is "legal obligation".
- For members of the public who participate in our working or user groups our lawful basis is to carry out our statutory and discretionary powers and so is "public task".
- For other personal data which usually comes as correspondence from residents our lawful basis is "public task" to carry out our statutory and discretionary powers.

Your rights and responsibilities
You can contact us about your personal data that we hold if you believe:

- That your data is not being processed for the purpose it has been collected
- That the information we have about you is incorrect, you should contact us so that we can update it and keep your data accurate
- That we should no longer hold your personal data, you can request that we delete it. Our **Records Retention Schedule** is available on our website or from the Clerk.

You have the right to request access to the data we have on you using our **Subject Access Request** which is available from the Clerk.

Contact details for queries or complaints
Dullingham Parish Clerk at clerk@dullingham-pc.org.uk

The Information Commissioners Office casework@ico.org.uk Phone: 0303 123113