

CONDITIONS OF HIRE FOR RECREATION FACILITIES **Under Review – 27th August 2008**

1 PURPOSE

- 1.1 The hirer may use no part of the facilities for any purpose other than that requested.

2 APPLICATIONS

- 2.1 All applications for hire of recreation facilities must be made on an official application form. These forms are available from:

Karen Tracey
Department of Culture, Arts and Leisure
Tel: 028 7138 2204

Application forms can also be downloaded from www.strabanedc.com

- 2.2 Application forms must be received at least **6 Weeks** prior to the booking.
- 2.3 The receipt of an application form does not constitute an acceptance of the application by Strabane District Council.
- 2.4 Authorisation will only be granted when written confirmation, including terms and conditions of hire, has been received from Strabane District Council.
- 2.5 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 2.6 Strabane District Council reserves the right to refuse any application for hire in whole or in part without giving any reason for same.

3 PAYMENT

- 3.1 All bookings must be paid for in advance and will be deemed provisional until payment is made.
- 3.2 No applications for hire will be accepted while any accounts for payment by the hirer remain outstanding.
- 3.3 Strabane District Council reserves the right to bill additional charges as a result of any damage incurred during the period of hire.
- 3.4 Failure to pay any accounts within the time required will result in no further facilities been made available until the account is paid.
- 3.5 The Council reserves the right to amend charges for the facilities without notice.

4 CANCELLATION

- 4.1 Hirers' wishing to cancel a booking must do so to the Council in writing or by e-mail at least **2 clear working days** beforehand, otherwise the Council reserve the right to charge the hirer the full hire amount.
- 4.2 Strabane District Council reserves the right to close, prohibit or reallocate unused parts of the facility to other bookers and readjust the hire charge at it discretion if the hirer is not making full use of the facility or in the event of facilities being required for purposes deemed necessary by Strabane District Council.
- 4.3 The Council reserves the right to reallocate areas used by clubs at its discretion in order to enhance the use of facilities. A much notice will be given as is reasonably practicable.

5 INDEMNITY

- 5.1 The use of the facility is at the hirers risk and the hirer shall indemnify the management against all liability incurred towards any third party or parties arising out of or incidental to the hire of facilities or equipment and due to

the negligence or default of the hirer or persons or parties under his control. The hirer shall, if required by the management, adequately insure against the foregoing and produce evidence thereof on demand.

6 PUBLIC LIABILITY

- 6.1 The hirer shall be responsible for cover in respect of its employees, volunteers and members of the public against all risks in respect of the property and that of its employees arising out of its use and occupancy of the facility.

The Council will insist that the hirer will take out and maintain public liability insurance depending on the nature of the event. Public liability insurance at a minimum of 5,000,000 will be required.

7 LOSS OF PROPERTY

- 7.1 The Council will not in any circumstances accept responsibility or liability in respect of any damage to or loss of property, articles or other items whatsoever placed or left upon the premises by the hirer.

8 DAMAGE

- 8.1 A damage deposit may be required depending on the nature of the activity to be undertaken, to be held against the cost of repairing or replacing any damage or loss caused to the facility or equipment therein, or consequent loss caused. If the cost of repair exceeds the value of the damage deposit, the hirer will be liable to pay the damage amount. The damage deposit is due **2 weeks** prior to the event and will be banked. Providing no damage has occurred during the event; a cheque will be sent to the hirer (unless otherwise stated) the week following the event.

9 ALCOHOL

- 9.1 Alcohol may not be sold without the prior written consent of the Council and the necessary licence having been obtained from the courts and lodged

with the Council at least 3 clear working days before the date of hire. Alcohol may not be consumed without the prior written consent of Council.

10 INFLATABLE EQUIPMENT

- 10.1 If inflatable equipment such as a bouncy castle is to be used by the hirer, a minimum of 5,000,000 Public liability insurance must be submitted to the Council, along with the application form, at least **4 weeks** before the date of hire. It is the responsibility of the hirer to fax confirmation of Public liability insurance to the Council on 028 7138 1339. Without insurance confirmation bookings will be cancelled without prior notice.

11 FIREWORKS

- 11.1 If the event is to consist of or include a Fireworks Display the event organisers must provide Strabane District Council with a copy of the Fireworks Licence issued in respect of the event by the Secretary of State for Northern Ireland. Any conditions included in the Fireworks Licence must be fully complied with.

A copy of the licence must be forwarded to the council at least **2 weeks** prior to the event.

12 ELECTRICAL EQUIPMENT

- 12.1 The hirer shall be responsible for ensuring that the hirers own electrical equipment is in a safe condition and complies with the current electrical safety guideline.

13 CHILD PROTECTION

- 13.1 Strabane District Council is committed to ensuring that the welfare and protection of children using Council facilities and land is paramount. Applications for events which have participants under the age of 18 must supply Council with a copy of their child protect policy, assurances that the relevant POCVA check (where applicable) has been carried out for those in

regulated positions and restrictions in relation to the photography of children at the event.

The Council has a child protection policy in place, a hard copy is available on request or can be accessed through the Councils website at www.strabanedc.com

14 GAMBLING

- 14.1 No collecting, games of chance, sweepstakes or lotteries nor any betting may be conducted on the facilities without the prior consent of the Council.

15 MARKETING AND PUBLIC RELATIONS ON COUNCIL FACILITIES

- 15.1 All correspondence, posters, publicity advertising for the event for which the facility is hired must identify by whom the event is organised, and should not give the impression that the event has been organised by the management, owner of the premises.
- 15.2 No hirers shall grant newspaper, sound or television broadcasting or filming rights without the prior written consent of Council. If such consent is given the Council reserves the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived thereof,

16 COMPLIANCE WITH LEGISLATION

- 16.1 The hirer shall be required to comply with all legislation including health & safety and equality legislation.

17 SPECIAL CONDITIONS

- 17.1 The Council reserves the right to impose any further conditions on any hire request provided that notice thereof is given to the hirer by the Council not less than 24 hours before the commencement of the hiring.

18 GENERAL

- 18.1 Strabane District Council or persons authorised by the Council shall have the right to suspend or to take action at his/her discretion on any matter which, in the opinion of Councils officers, does not comply with the terms of these conditions, or which he considers necessary in the interests of safety and good order or to deal with any contingency not covered by these conditions of hire.
- 18.2 No dogs or any other animals will be admitted to the facility except guide dogs for the care of a person and the person exercising control of a dog shall comply with any instructions given by or on behalf of the management.
- 18.3 The hirer is responsible for ensuring that all litter is removed / placed in the appropriate collection area at the close of the event. Failure to do so will result in the costs of removal being deducted from the damage deposit.

19 HEALTH & SAFETY

- 19.1 Strabane District Council, when considering an application, places health and safety of its employees, customers and service users as paramount. Applicants must provide sufficient information to assure Council that these requirements have been fully considered by the hirer. We reserve the right to request risk assessments, stewarding plans and/or safety plans proposed event, where appropriate.

Council will not permit the use of facilities where there are any unaddressed health and safety concerns regarding the event.

20 EQUALITY

- 20.1 In accordance with Section 75 of the Northern Ireland Act, Strabane District Council welcomes applications for hire from any of the nine equality categories. Council particularly welcomes any event which helps to build good relations between various communities, promotes inclusively, mutual respect and contributes to equality of opportunity in Strabane District.

All successful applicants will be required to complete an equality monitoring form. It is the responsibility of the event promoter to ensure that they gather the appropriate data to complete this form. The data from applicant groups will be reviewed annually to assess any differential impacts of this policy.

21 EXCLUSIONS

In considering applications from external organisations for the use of Council facilities and premises, under the above mentioned criterion, the Council will not normally grant permission to the following:

- The use of the venue shall not be granted to any organisation which may be perceived to be in conflict with the Criminal Justice (Northern Ireland) Order, 2004. Permission will be refused to groups under the “Incitement to Hatred” Section, and/or where the purpose may give rise to concerns over public order or may cause offence to public decency and morals.

22 FLAGS AND EMBLEMS

Strabane District Council has striven to ensure that our premises offer a neutral working environment for our employees and customers. In order to comply with the Fair Employment and Treatment Order 1998, Council reserves the right to place restrictions on the display of flags, and any other materials in any council facility or on any Council property.

23 Appeal

The Council reserves the right to refuse to hire any of its facilities to any group or individual, bases on the criterion detailed above.

If hire of a facility is refused the hirer may appeal this decision in writing within 14 days of the decision being made.

The appeal will be considered by a delegation of senior management within Council. Applicants who appeal their decision may expect a response within 15 day of receipt of the appeal request.

Applicants are advised to take cognizance of this timescale when applying to hire Council facilities and land to ensure that sufficient time is given for an appeal process, where necessary.