



DITTON PRIORS RECREATION ASSOCIATION TERMS & CONDITIONS OF HIRE (Also known as the Pavilion or Playing Fields)

Vicarage Road, Ditton Priors, WV16 6SP
Charity No. 509884
Dittonpriorshalls@gmail.com

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These Terms and Conditions of Hire, along with the Booking Form, constitute THE AGREEMENT between the Hirer and the Venue. The parties agree that the hire of the Venue will be carried out in accordance with THE AGREEMENT.

The Venue may from time to time amend or add to the Terms and Conditions.

1. Definitions and Interpretation

- 1.1. The Venue – means the premises at Ditton Priors Recreation Association (Pavilion or Playing Fields), Vicarage Road, Ditton Priors, WV16 6SP.
- 1.2. The Management – means Ditton Priors Recreation Association Trustees and Committee.
- 1.3. The Hirer – means the person or organisation as set out in the Booking Form.
- 1.4. The Amount Due – means the amount that the Hirer is required to pay to the Venue as set out in the Booking Form.
- 1.5. The Period of Hire – means the period set out in the Booking Form.
- 1.6. Attendee – means anyone attending the Venue

2. Charges, Confirmation and Cancellation

- 2.1. The booking will only be confirmed by the Management on receipt of the signed Booking Form and deposit, if required.
- 2.2. The Management reserves the right to cancel any booking for any reason. It will be at the Management's discretion whether any deposit is returned.
- 2.3. Where the booking is cancelled by the Hirer less than 28 days before the first day of the event, the Management reserves the right to make a charge.
- 2.4. The Management (in addition to normal charges) may require a deposit, not exceeding £250, as surety for the safety of the Venue and its contents, and for any other reason deemed appropriate by the Management.
- 2.5. The Management reserves the right to deduct from the deposit in respect of Clauses 2.3, 4.4, 16.3 or other costs incurred by the Management due to the Hirer's use of the Venue.
- 2.6. The booking is not transferable.

3. Payment and Amount Due

- 3.1. The Hirer shall make payment of the Amount Due as per the invoice.
- 3.2. The Management may update hire charges from time to time.

4. End of Hire

- 4.1. The Hirer shall ensure that the Venue is vacated at the end of the Period of Hire.
- 4.2. The Hirer shall ensure the Venue and surrounding area are in a clean and tidy condition and all equipment, goods and other materials including all rubbish and recycling are removed from the Venue at the end of the Period of Hire.
- 4.3. Where the Hire includes use of the Kitchen, the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. A charge of £100.00 shall be payable by the Hirer where the Kitchen including any crockery, utensils, the cooker and fridge have not been left in a clean condition.
- 4.4. Additional charges may apply where the Hirer fails to comply with Clauses 4.1, 4.2 and 4.3.

5. Maximum Capacity

- 5.1. The Hirer shall not exceed the maximum capacity for the Venue.
- 5.2. The maximum capacity is as follows: 60 seated or 90 standing.
- 5.3. It is the Hirer's responsibility to determine the number of people the Venue can hold in relation to their particular event.

6. Use of the Venue

6.1. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

6.2. The Hirer shall not use the Venue for any purpose other than that described in the Booking Form and shall not sub-hire or use or allow the Venue to be used for:

- Any political rallies or demonstrations
- Purposes which are illegal; i.e., forbidden by law or unauthorised by official or accepted rules
- Functions attended by people whose presence may cause civil unrest or division within the community
- An organisation or individual which has been banned by law
- Doing anything or bringing into the Venue anything which may endanger the same or render invalid any insurance policies in respect thereof

6.3. The Management reserves the right to exclude or eject from the Venue any person, and to cancel any booking where they consider:

- That such events may be contrary to the interest of the general public or contrary to any law or Act of Parliament. Any bookings may be subject to consideration from the Police to ensure the safety of the community is assessed against the request for a Venue booking.
- The Hirer of the Venue is intending to do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer or any Attendee is intending to cause or is causing a nuisance to the Venue or other Hirers or to the occupiers of adjoining or neighbouring properties. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Venue.

6.4. The Hirer shall ensure that no equipment, goods or other materials are left at the Venue overnight.

6.5. The Hirer must be over 25 years of age.

6.6. The Hirer shall ensure that no person under 16 years of age is permitted to enter the Kitchen.

6.7. The Hirer shall ensure that no person under 18 years of age is permitted to enter the designated bar area when alcohol is served.

6.8. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at the absolute discretion of the Management) are displayed or offered for sale at the Venue.

6.9. Any items deemed to be of an offensive or inappropriate nature by the Management shall be removed by the Hirer from display or sale immediately at the request of the Management.

6.10. Smoking and/or vaping is not permitted in the Venue. The Hirer shall ensure there is no smoking and/or vaping in the Venue.

6.11. Portable Liquid Petroleum (LPG) heaters or cylinders must not be used.

6.12. No animals, other than assistance animals, are allowed in the Venue unless special written consent is given by the Management

6.13. No fireworks of any description are to be used in or near the Venue.

6.14. Open flames or candles are not permitted in the Venue.

6.15. All events must finish by no later than 12:00am.

7. Licensing

7.1. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals – whether of a public or private nature – which shall be required by any authority or person in respect of the event. Such licensing bodies include, but are not limited to:

- Performing Rights Society
- Phonographic Performance Limited (PPL)
- Copyright Licensing Agency
- The Gambling Commission

7.2. The Venue *does not* have a Premises Licence.

7.3. If the Hirer intends to use the Venue for the sale of alcohol or the provision of regulated entertainment, they must obtain prior written consent from the Management to apply for a Temporary Event Notice (TEN). Regulated entertainment includes plays, films, indoor sporting events, boxing or wrestling entertainment, live music, recorded music, performances of dance (and entertainment of a similar description to live music, recorded music and performances of dance), provision of facilities for making music, provision of facilities for dancing (and entertainment of a similar description to making music and dancing).

7.4. The Venue *does not* have a licence to supply hot food or drink to members of the public, on or from the Venue, whether for consumption on or off the premises, between the hours of 11.00 pm and 5.00 am.

7.5. Information regarding licences, when one is required and how to apply can be obtained from <https://next.shropshire.gov.uk/licensing>.

7.6. The Venue *does not* have a licence for gambling. In general, charitable events such as bingo, raffles, non-commercial gaming, etc. do not need to have a licence. For more information, see <https://next.shropshire.gov.uk/licensing/licensing-types/gambling/faqs> and <https://www.gamblingcommission.gov.uk/public-and-players>.

7.7. The Hirer shall indemnify the Venue and Management against the consequences of the Hirer's failure to obtain such licences or adhere to legal requirements appropriate to the event.

8. Health & Safety Compliance and Indemnity

8.1. The Hirer has a duty of care to event attendees during the Period of Hire. The Hirer should take reasonable steps to ensure the health and safety of all participants and should conduct a risk assessment as and when deemed necessary.

8.2. During the Period of Hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Venue and shall indemnify the Venue and Management from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire, except where due to the negligence of the Management or their respective servants or agents.

8.3. The Hirer shall ensure they are familiar with:

- Location of the first aid kit
- Location of the accident reporting book

9. Insurance

9.1. Public Liability Insurance (PLI) covers the cost of claims made by members of the public for incidents that occur in connection with the Venue. As the Hirer, you may need to obtain your own PLI, depending on the nature of your event. The Venue has a PLI policy which is designed to cover non-commercial events. However, if you are a commercial organisation – i.e., a business entity that provides goods or services for profit – you must have your own PLI policy. Without it, you are personally responsible for legal fees and compensation costs resulting from injury or damage caused by your negligence. The recommended level of cover is £5 million. The Venue may ask to see your PLI policy.

9.2. The Hirer shall indemnify the Management against any claims from any Attendee, employees or companies employed by the Hirer which occur during the use of the Venue.

9.3. The Management is not responsible for insuring contents stored by the Hirer. This is the responsibility of the Hirer.

10. Fire Regulations

Refer to Appendix 1: Fire Instructions for Hirers.

11. Safeguarding

Refer to Appendix 2: Safeguarding Policy.

12. Electrical Appliance Safety

12.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Venue are fully compliant with current legislation and have been PAT tested.

13. Food and Drink

13.1. Where food or drink is to be supplied to any Attendees, the Hirer, or any person employed or used by them, must hold a Basic Food Hygiene Certificate.

13.2. The Hirer, or any person employed or used by them, shall, if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations.

14. Care of Premises and Equipment

14.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Venue or any equipment or fittings during the Period of Hire.

14.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Venue or any equipment or fittings during the Period of Hire.

14.3. Decorations must not be attached to any part of the fabric of the Venue by the use of staples, nails, Sellotape, etc. White tack may be used.

15. Alterations

15.1. The Hirer must not make any alterations to the Venue without the Management's prior written consent.

15.2. The Hirer must not remove or replace any curtains, light fittings, etc. during the Period of Hire.

16. Advertising

16.1. No advertising shall be displayed at the Venue without the Management's prior written consent.

16.2. Any artwork or other advertising for any Hirer's event must be approved by the Management.

16.3. A charge may apply where the Hirer fails to comply with Clauses 16.1 and 16.2.

16.4. The Hirer shall not fix any advertisement, posters or signs on the exterior of the Venue without the Management's prior written consent.

17. Law and Jurisdiction

17.1. If any provision of THE AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of THE AGREEMENT shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

17.2. No term of THE AGREEMENT shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to THE AGREEMENT, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

17.3. THE AGREEMENT will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under THE AGREEMENT.

18. GDPR

18.1. Personal data supplied on the Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for the purposes of managing the Venue, its bookings and finances, statistical analysis, and in the provision of services by the Venue and its partners.

18.2. Data may be retained for up to seven (7) years for accounts purposes and for longer where required by the Venue's insurers.

18.3. Information about how the Management uses your personal data can be obtained by written request from the Management.

Appendix 1: Fire Instructions for Hirers

The Hirer is required to observe the Venue's Fire Instructions and Fire Action notices.

The Hirer's responsibilities are outlined below.

- The Hirer must familiarise themselves with the fire equipment and evacuation procedures.
- In the event of an evacuation, the Hirer takes on all the responsibilities of a Fire Marshal as indicated below.
- The Hirer shall ensure that all fire exit doors are kept clear and available for exit throughout the event. No obstruction is to be placed in any corridor or exit route.
- All electrical equipment brought into the Venue by the Hirer shall be sound and well maintained.
- The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Venue are fully compliant with current legislation and have been PAT tested.
- The Hirer shall keep a record of all attendees using the Venue.
- NO CANDLES ARE TO BE USED.

As the Hirer/Fire Marshal you are responsible as follows:

During the full Period of Hire, you are responsible for ensuring that those using the Venue are evacuated in an emergency.

If a fire is discovered you must:

- Ensure that all areas are evacuated and that people move to the assembly point by the tennis court.
- Check all rooms and toilets (if safe to do so), shutting doors once the rooms are empty, on your way to the assembly point.
- Report details of the fire, completed evacuation or other appropriate information to the Fire Service.
- Be in control of the assembly point and ensure no-one re-enters the Venue unless authorised to do so by the appropriate body.
- Perform a roll call of all people at the assembly point and advise the Fire Service of anyone missing.

You are responsible for ensuring that all Attendees involved at the start of any event or function understand the basic fire safety precaution arrangements and procedures as follows:

- The location of fire exits; the location of the assembly point; and the location of the fire extinguishers and fire blanket.
- Do not attempt to tackle the fire unless safe to do so (i.e., the fire can be quickly extinguished with the minimum risk to self).

Evacuating the Venue is the safest thing to do.

If evacuation is necessary, it is important to remember the following golden rules:

- Don't panic – keep a clear head.
- Raise the alarm.
- Do not stop to collect personal belongings or allow others to do so.
- Assist visitors and people with disabilities on your way out, if needed and if safe to do so.
- Close doors behind you.
- Where possible, use the nearest exit.
- Report any persons unaccounted for to the Fire Officer in charge.
- Do NOT re-enter the Venue OR allow others to do so until instructed by the Fire Officer in charge.

Appendix 2: Safeguarding Policy

1. Purpose

Safeguarding and promoting the welfare of children and adults at risk from abuse or neglect.

This Policy defines how Ditton Priors Recreation Association operates to safeguard children, young people and adults at risk of abuse or neglect.

We have a duty of care and are committed to the protection and safety of everyone who enters our premises including children, young people and adults at risk involved as visitors and/or as participants in all activities and events. We also have a duty to safeguard and support our trustees, volunteers and staff.

2. Definitions

Children and young people are defined as those persons aged under 18 years old. This Policy will apply to all staff, contractors and volunteers and will be used to support their work.

Safeguarding and promoting the welfare of children is defined as:

- Protecting children from maltreatment.
- Preventing impairment of children's health and development.
- Ensuring that children grow up in circumstances consistent with the provision of safe and effective care.
- Taking action to enable all children to have the best outcomes.

For the purposes of this Policy, **adult at risk of abuse or neglect** refers to someone over 18 years old who, according to Section 42 of the Care Act 2014:

- Has care and support needs.
- Is experiencing, or is at risk of, abuse or neglect.
- As a result of their care and support needs is unable to protect himself or herself against abuse or neglect or the risk of it.

If someone has care and support needs but is not currently receiving care or support from a health or care service, they may still be an adult at risk.

Persons affected are defined as:

- All trustees, volunteers and staff
- All those attending any activity or service that is being delivered from the Ditton Priors Recreation Association
- All visitors and contractors

3. Policy Principles

There can be no excuses for not taking all reasonable action to protect children and adults at risk from abuse or neglect. All citizens of the United Kingdom have their rights enshrined within the Human Rights Act 1998. People who are eligible to receive health and community care services may be additionally vulnerable to the violation of these rights by reason of disability, impairment, age or illness.

Ditton Priors Recreation Association:

- Has a zero-tolerance approach to abuse.
- Recognises that under the Care Act 2014, it has a duty for the care and protection of adults who are at risk of abuse. It also recognises its responsibilities for the safety and care of children under the Children Act 1989 and 2004.
- Is committed to promoting wellbeing, harm prevention and to responding effectively if concerns are raised.

- Is aware of the local safeguarding board/partnership and other support organisations. The Policy is about stopping abuse where it is happening and preventing abuse where there is a risk that it may occur.
- Is committed to the following principles:
 - The welfare of the child, young person or adult at risk is paramount.
 - All children, young people and adults at risk have the right to protection from abuse.
 - Safeguarding is everyone's responsibility: for services to be effective, each professional and organisation should play their full part.
 - All suspicions and allegations of abuse must be properly reported to the relevant internal and external authorities and dealt with swiftly and appropriately, as provided in [Section 4, point G](#) and [Section 5](#) below.

4. Procedures

- A. All members of the Committee will sign the Declaration of Acceptance of Office for Trustees and Committee Members which includes a declaration that they have no convictions in relation to abuse.
- B. All members of the Committee will familiarise themselves with safeguarding responsibilities, and ensure that they understand the principles set out in this Policy at 3 above.
- C. All members of the Committee will work together to promote a culture that enables issues about safeguarding and promoting welfare to be addressed.
- D. All members of the Committee, helpers or other volunteers will not have unsupervised access to children or adults at risk unless appropriately vetted.
- E. The Committee will follow safe recruitment practices.
- F. A member of the Committee will be appointed to be responsible for child and adult at risk safeguarding matters. This person will have responsibility for reporting concerns that arise, as a matter of urgency, to the relevant safeguarding agency.
- G. The named person is Jennifer Gennard until further notice. She can be contacted as follows: Mobile: 07968 817643; Email: jennifergennard@gmail.com.
- H. All suspicions or allegations of abuse against a child or adult at risk will be taken seriously and dealt with speedily and appropriately. The appointed person will know who to contact and where to go for support and advice in relation to an allegation, a concern about the quality of care or practice, or a complaint. An allegation may relate to a person who works with children or adults at risk who has:
 - Behaved in a way that has harmed a child or adult at risk or may have harmed a child or adult at risk.
 - Possibly committed a criminal offence against, or related to, a child or adult at risk.
 - Behaved towards a child (or children) or adult at risk in a way that indicates they may pose a risk of harm to children or adults at risk.
- I. The Committee will ensure that all Hirers have signed a hiring agreement. This will require all Hirers who wish to use the Venue for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, to confirm that they have:
 - Understood and will adhere to the principles and procedures with regard to safeguarding.
 - Have in place a Safeguarding Policy.
 - Have carried out relevant checks through the Disclosure and Barring Service (DBS).

5. Links to Relevant Authorities and Contacts

Shropshire Safeguarding Community Partnership:

<https://www.shropshiresafeguardingcommunitypartnership.co.uk>

Shropshire Adult Social Care:

<https://next.shropshire.gov.uk/adult-social-care/concerned-about-someone/>

To report a safeguarding concern by phone ring the Adult Social Care First Point of Contact team on 0345 678 9044 Monday to Thursday, 9.00 am to 5.00 pm, and Friday 9.00 am to 4.00 pm.

If you have urgent adult safeguarding concerns outside of these hours, please phone the Emergency Social Work Duty team on 0345 678 9040.

In an emergency dial 999.

Shropshire Children Social Care:

<https://next.shropshire.gov.uk/childrens-social-care-and-health/do-you-think-a-child-is-being-harmed-or-is-at-risk/>

If you think a child or young person is being harmed or is at risk of being harmed, you must contact Children's Services and tell them your concerns. Alternatively, it might be you who is being harmed. You can report your concerns by calling 0345 678 9021.

You can also speak to:

- Public Protection Unit (West Mercia Police): 0300 333 3000
- NSPCC: 0800 800 5000
- Childline: 0800 1111

If a child is in immediate danger, call the emergency services on 999.