

**CONDITIONS OF HIRE
SWANMORE RECREATION GROUND
AND PAVILION - CHARITY NUMBER: 301962**

The Recreation Ground and pavilion is a registered charity and administered by Swanmore Parish Council as managing trustee - situated at Broad Lane, Swanmore.

THE FOLLOWING ARE THE TERMS THAT APPLY TO THE HIRING OF THE SWANMORE RECREATION GROUND AT BROAD LANE AND THE PAVILION FACILITIES.

1. Applications – All applications for hire of facilities must be made in writing on the Charity's official application form, obtained from the Swanmore Parish Council or the Swanmore Parish Council website at www.swanmorepc.org.uk and forwarded to Swanmore Parish Council, Hollythorns House, New Road, Swanmore, SO32 2NW or returned by email at least 2 weeks before the date of hire or the first date of season hire. The Trustee reserves the right to refuse any application. If the Trustee accept the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Trustee for the payment of the hiring fees and charges and for the strict observance of these Conditions of Hire.

2. Fees and Charges - All fees and charges for hire of the facilities are attached to the hire form.

Sports clubs and regular users - Hire Session – A hire session is defined below:

- Morning session
- Afternoon session
- Evening session

3. Definition of User Type

- a. Regular Hirer – any club or individual or other organisation, who makes a booking for 10 or more hire sessions at one time at the same venue within any one activity season. Regular Hirers are entitled to a preference booking over occasional hirers.
- b. Occasional Hirer – any club or individual or other organisation that makes a booking or less than 10 sessions within any one activity season. Activity seasons are set by the Trustee and may be adjusted as required according to prevailing ground and weather conditions. Generally, winter season – 1 September – March 31, summer season - April 1 – 31 August.
- c. Individual Hirer – any individual or other organisation who makes a booking for a single session within one financial year which runs from 1st April to 31st March annually.

4. Payment of Fees and Charges

- a. Payment of all approved fees and charges due must be paid within 14 days of receipt of the invoice issued to the hirer. For Regular Hirers this will be on a monthly basis.
- b. Payment must be made by cheque made payable to Swanmore Recreation Ground Charity or by BACS to 20-97-01 73383563 with written confirmation that payment has been made.
- c. Payment of security deposits:
A £100 security deposit must either accompany the application to hire or be paid into the Charity's bank account. If any loss or damage has occurred during the period of hire then an appropriate deduction will be made to cover the repair costs.
- d. A £50 key deposit must either accompany the application to hire or be paid into the Charity's bank account. Should the keys be lost the hirer is responsible for the cost of replacing the security locks.

- e. Security and key deposits must be paid by cheque or electronically, and will be returned in full, subject to this paragraph and paragraph 0, within 14 days of the hire, or last hire of the season. Cheques will not be cashed unless needed to meet repair costs and for regular hirers, a replacement will be required after 6 months.

5. Indemnity and Insurance

The hirer is responsible at all times for the security of the premises.

The Trustee requires all regular hirers to have adequate personal accident and liability insurance cover for players/users and their equipment and personal effects, to a minimum sum of £5 million. A copy of the insurance policy must accompany the booking form.

For individual hirers Swanmore Parish Council as managing Trustee has arranged Public Liability insurance in respect of the pavilion which extends to cover single hire event hirers. However, this extension of cover does not apply away from the pavilion e.g. for travel to and from or for activity on the recreation ground. Swanmore Parish Council as managing Trustee has Public Liability insurance for claims arising from its own negligence and where it has legal liability.

Hirers are requested to check their own household insurance policies as some may already provide cover for public liability and accidents incurred outside the home. If not, they are kindly reminded that it is the responsibility of the hirers to ensure that they have appropriate cover in force.

6. Cancellation

Regular Hirers

- a. Where, due to adverse weather conditions, the session is cancelled by:
 - i The Trustee, or
 - ii Official Referee, or
 - iii Club Official

The hirer may then reschedule an alternative session (subject to availability) or will receive a full refund/no charge for the game. In the case of ii and iii above notification of cancellation must be notified to the Charity Trustee within three days of the cancelled session. If no such notification is received then no credit or alternative session will be offered.

- b. Where a session is cancelled by the hirer for any reason other than above, written notice must be received by the Trustee no fewer than 60 hours prior to the date of the booked session. Failure by the hirer to give such notice of cancellation to the Trustee shall render the hirer liable for all charges in respect of the cancelled booking. No refunds will be granted without such written notice of cancellation being received.

Occasional Hirers

- c. Where, due to adverse weather conditions, the session is cancelled by:
 - i The Trustee, or
 - ii Referee or Official, or
 - iii Club Official

The hirer will then be entitled to either a refund to the value of the amount paid for the cancelled hire session or an alternative date and session time for the activity, subject to availability. In the case of ii and iii above, the Trustee must receive written notification of such cancellation within three working days after the date of the hire session. If no such notification is received then no credit or alternative session will be offered.

- d. Where a session is cancelled by the hirer for any other reason than stipulated above, written notice must be received by the Trustee no fewer than seven days prior to the date of the booked session before a refund/credit can be considered. No refunds will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Trustee shall render the hirer liable for all charges in respect of the cancelled booking.

Individual Hirers

- e. Where, due to adverse weather conditions, the session is cancelled by:

- i The Trustee, or
- ii With two weeks' notice

The hirer will then be entitled to either a refund to the value of the amount paid for the cancelled hire or an alternative date and time for the activity, subject to availability. In the case of ii above, the Trustee must receive written notification of such cancellation within two weeks of the event. If no such notification is received then no credit or alternative booking will be offered.

- f. Where a session is cancelled by the hirer for any other reason than stipulated above, written notice must be received by the Trustee no fewer than 14 days prior to the date of the booking before a refund/credit can be considered. No refunds will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Trustee shall render the hirer liable for all charges in respect of the cancelled booking.

7. Training

All training sessions held on Charity land must be booked via the Administration Department at The Parish Council Offices, using the appropriate application form (see paragraph 1).

8. Sub Letting

The hirer shall not sublet or assign the benefit of any permission granted by the Trustee to use the facilities without the prior written approval of the Trustee.

9. Marking Out

The Charity Trustee will be responsible for maintaining the facilities and marking pitches.

10. Equipment

- a. For football matches, teams are responsible for the positioning of corner flags and nets before a match and the return and securing of such in the storage container. Boundary marker flags and scoreboard for cricket matches are available subject to prior agreement with Swanmore Cricket Club. Damage to any equipment will be charged accordingly. Hirers are responsible for ensuring that the pitch/goals/wicket/outfield is in a suitable condition to permit play to take place.
- b. To prevent damage to the artificial wicket, multi-rubber studded boots must be worn by players. Other types of studs and spikes are not allowed. The wicket accepts swing back stumps.
- c. If more than one game is being played sufficient time must be given for one team to depart from the ground before players for the next game arrive in order to minimise annoyance to residents and congestion at the ground.
- d. The hirer is responsible for the clearing of all lawful spectators', players' and users rubbish from the Recreation Ground and Pavilion.
- e. All hirers are responsible for ensuring that players, lawful spectators and other users do not trespass on or damage the cricket wicket.
- f. It is the responsibility of club secretaries to ensure that visiting teams are aware of the terms and conditions of hire. The hirer/host club is responsible for visiting teams' conduct and actions.
- g. Hirers' attention is drawn to the close proximity of the neighbouring residents and other users of the Recreation Ground and accordingly request that they are treated with due consideration. In particular, users are requested to use the car park provided whenever there are spaces available and, in this respect, to ensure sensible parking to optimise the space available. If it is necessary to park in Broad Lane itself cars must not be parked on the recreation ground side of the lane also taking care not to park on residents' grass verges.

11. Pavilion

- a. The hirer is responsible for collecting the keys from the key holder no more than one hour prior to the commencement of their booking and they must be returned to the key holder no later than one hour after the estimated completion time. The key holder will be advised at a later date.
- b. The pavilion must be left in a clean and presentable condition with all personal effects removed. Dirty boots must be left outside the pavilion.
- c. Showers and toilets – There are two changing rooms with shower and toilet facilities plus a disabled toilet.
- d. There is a first aid box in the cupboard in the kitchen. Users must advise the Trustees as soon as possible of any use from the box so that it can be replenished.
- e. No furniture may be removed from the pavilion area, except that a table and chairs may be taken outside for scorers for cricket matches.
- f. Fire doors, exits and assembly point. Hirers need to be aware of the Fire procedures that are displayed in the Pavilion and must also undertake their own Fire and Risk assessments and emergency procedures. In the case of fire the principal aim must be to evacuate the building rather than to attempt fire fighting. Whilst the main front door is the obvious exit it is possible that it will not be the safest route out of the building. There are fire doors in both changing rooms that lead directly outside and which are secured with bolts and a padlock when the pavilion is not in use. The changing room doors must be unlocked when the pavilion is in use and the doors then secured prior to leaving the building at the end of the hire. The assembly point is the car park.
- g. Smoking is not permitted inside the pavilion.
- h. All electrical equipment brought into the pavilion for use must meet the requirements of the Portable Appliance Testing regulations. Confirmation of testing must be received by the Trustee prior to hire.
- i. Refreshments – the kitchen is equipped with a large urn. Please ensure that the following routine is followed before leaving: -
 - a) Return tables and chairs to the pavilion and stack them as found
 - b) Check that windows and changing room doors are securely fastened and lights are out
 - c) Empty the urn
 - d) Lock up (top and bottom locks) and return the keys

12. Child Protection

All hirers of facilities will be made aware of the Trustee Child Protection and Vulnerable Adult Policy at the time of booking.

Regular hirers and users of the facilities at Swanmore Recreation Ground will be required to produce evidence at the time of booking, a copy of their own Child Protection and Vulnerable Adult policy which must be provided to the Trustee.

Occasional hirers must agree to adhere to the policy sent out with these conditions of hire.

13. Compliance with the conditions of hire

Failure to comply with any of the Conditions of Hire may at the discretion of the Trustee, result in the termination of existing hiring, refusal of future bookings and the forfeit of all or part of the security deposit.

The Charity Trustee reserves the right to modify any of these conditions, or to further impose conditions where the Trustee consider necessary.