

Dalwood Recreation Trust

(Registered Charity 1148103)

**Dalwood
Devon
EX13 7EW**

**Bookings:
By Email only to linda.langman@hotmail.co.uk**

Hiring Terms & Conditions

Please note that the Pavilion, adjacent playing field, games area, play equipment area and the Trust itself, for the purposes of brevity and inclusion, are referred to as "DRT" throughout this document

IMPORTANT

Please read this document as by hiring the DRT you are agreeing to all the terms & conditions contained herein

(1) Supervision & Responsibility

The hirer must be over 18 years of age and must supervise their event in a responsible manner in order to avoid damage to property or injury to persons unless such injury is proven to be caused by negligence of the DRT trustees.

The hirer is liable for the cost of repair of any damage (including accidental or malicious damage) to the DRT or DRT equipment (reasonable wear & tear excepted) & for the cost of replacement of any missing items, resulting from their hire of the DRT.

Hirers must NOT leave the Pavilion unattended & unlocked, except in the case of fire or other circumstances of serious danger to persons.

(2) Payment and Cancellations

Village organisations and approved regular hirers will be invoiced in arrears.

For all other Hirings payment must be made in advance wherever practicable

BACS details are:

HSBC
Account name : Dalwood Recreation Trust
Account number: 41286188
Sort Code: 40-08-38

The repayment of any hire fee will be at the sole discretion of the trustees in the event of cancellation by the hirer

The trustees reserve the right to cancel any hiring in extraordinary or special circumstances by giving notice to the hirer and will not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

(3.) DRT Insurance

We strongly advise that you take out your own public liability insurance, to fully cover your specific risks.

The DRT trustees are insured in respect of any claim or claims arising out of the trustees' proven negligence in the operation & management of the DRT.

If hirer is either a Registered Charity; a non-charity Community group; a family or individual hiring for private functions then an extension of our policy called Hirer's Liability of £2m is available PROVIDED that the following criteria are met:

1. The activity is non-commercial
2. The Hirer is not insured for this activity elsewhere
3. The activity is of benefit to the local community
4. The Hirer is not performing excluded activities (as listed in our Policy)

Excluded activities include inter alia the use of any form of "Bouncy Castle"

The Committee reserves the right to request proof of cover if it feels these criteria are not met.

If any Hirer meets the above criteria and wishes to benefit from the hirers liability cover they should be aware that this will **not** extend to cover their employees/volunteers under the DRT's employers liability policy

If the hirer is a person or persons or organisation making a profit from the event then proof of their current Public Liability and, where applicable, Employer's Liability cover MUST be received by the Booking Secretary with payment or the booking will be cancelled.

(4) Opening Up

The key is kept in a key safe by the entrance, on confirmation of booking the hirer will be informed of the code to this safe. The key must be returned to the key safe at the end of the hire period.

(5) Car Parking

Parking is only allowed in the "DRT Parking only" marked spaces close to the pavilion

There are 3 spaces alongside the building, and further spaces on the adjacent grass. The hirer is responsible for ensuring proper supervision of car parking arrangements, so as to avoid obstruction of the highway or the Folly Nursery

(6) Noise

The hirer must take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, loud music etc including during arrival & departure.

(7) Use of the DRT

The hirer must not use the DRT for any purpose other than that described when the booking is made & must not sub hire, or use the DRT for any unlawful purpose.
Smoking is NOT allowed in any area of the DRT.

(8) DRT Equipment

It is the responsibility of the hirer to ensure that, if used; the DRT equipment is fit for use, & used only for its intended purpose.

Nothing is to be removed from the DRT

(9) Hirers Own Electrical Equipment

The hirer must ensure that any electrical appliances brought into the DRT by themselves, or any other people attending their event, are in good working order and recently PAT tested. The hirer is responsible for safe & sensible use of such items.

(10) Sale of Goods

The hirer, if selling goods on the premises, shall comply with all legal and proper code of practice used in connection with such sales.

(11) Hirer's property

No items may be stored without permission from the trustees.

(12). Fire Precautions

All means of exit from the Pavilion must be kept free from obstruction & immediately available for public exit and no fire doors wedged open. Fire extinguishers are provided

Highly flammable substances; fireworks; naked lights etc are NOT allowed into the Pavilion.

At outset of hire please familiarise yourself with site of fire alarms, extinguishers, exits and assembly point

In the event of fire discovery and/or alarm:

Switch on ALL lights
Activate Fire Alarm if necessary
STOP any music, entertainment, activity etc
OPEN and man all EXITS
Evacuate the building speedily but safely
DIAL 999 for FIRE Service
Assemble on the playing field
DO NOT RETURN to the Pavilion

The Fire Brigade must be called to any outbreak of fire & trustee(s) informed of the incident immediately.

(13) Activities for Children & Vulnerable Adults

Organisations and persons that hire the DRT for activities for children and/or vulnerable adults must comply with all relevant laws, safeguarding regulations etc

(14) Accidents & Dangerous Occurrences

The hirer must report all accidents involving injury to persons during their hire period to the trustees as soon as possible. Any failure of DRT equipment must also be reported as soon as possible.

(15) No Alterations

No alterations, decorations, signs or additions of fixtures, fittings or other articles may be attached in any way, to any part of the DRT without the prior written approval of the trustees.

(16) No rights of Tenure or Occupation

Overnight occupancy within the DRT or grounds is not permitted. The hirer has no rights of tenancy or rights of occupation.

(17) Food Health & Hygiene

The hirer, if preparing, serving or selling food, must observe all relevant food health and hygiene legislation and regulations. A refrigerator is provided.

(18) Heating

The hirer must ensure that no portable heating appliances are used on the premises without the prior consent of the DRT trustees. Please do not adjust the central heating thermostat or other controls without consulting a trustee.

(19) Animals

The hirer must ensure that no animals (including birds) except assistance dogs are brought onto the premises, unless approved in advance by the Trustees.

Where a third party is bringing exotic animals (e.g. reptiles) or any form of petting zoo, such events must be insured separately by the hirer/third party and evidenced at the time of booking.

(20) Licences

The DRT is licenced for the playing of music with both the PRS & the PPL. If a licence is required for any other activity during the hirers event (including but not limited to the sale & purchase of alcohol), the hirer must ensure that they obtain the relevant licence(s)

(21) Use of the Kitchen

Hirers should supervise & ensure careful safe use of all kitchen equipment & electrical items. Crockery and utensils are supplied for use by the hirer and, if used, should be washed & returned to the cupboards & drawers before the end of the hire period. The sink, worktops & floor must be left clean.

(23) At end of your event

Please ensure that:

All lights and power points – including hand driers - are switched off.

All inner and outer doors, where required are closed and/or locked

The kitchen serving hatches are closed and locked

All equipment etc is safely stored.

The DRT is left clean and tidy with chairs & tables (cleaned) returned to the location from where they were taken

Windows are checked, closed & secured.

Toilets are flushed & left clean, bins emptied & rubbish placed outside

All Taps are properly turned off.

(24) On Leaving the DRT

Please ensure to return the key to the key safe, and lock by rotating to a random combination.

(25) Agreement

– In hiring the pavilion and/or field, you agree that:

- a. You have read and understood the hiring terms and conditions detailed above and agree to abide by them.
- b. You will provide a copy of your own personal liability insurance (where applicable) when first booking with the DRT.
- c. Children and young adults under 18 years of age will be appropriately supervised.

The Trustees reserve the right to modify these Terms & Conditions as & when necessary at our absolute discretion

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