

CAERPHILLY COUNTY BOROUGH COUNCIL

OUTDOOR FACILITIES SUMMER SEASON TERMS AND CONDITIONS OF HIRE FOR BOWLS CLUBS

- Application:** Advance application for the hire of any outside facility must be made in writing on the official Outdoor Facilities Terms And Conditions Agreement form enclosed for Hire of Bowling Greens in the **2010** Season from this office, such applications will include details of the proposed use of the facility by the hirers along with a fixture list of **All** games to be played as required by the Council.
- Availability of venues:** The greens available for league fixtures from: **Bowls 10th April until 12th September.** **ALL** fixtures must be played by the end of this period and there will be no exceptions to these dates.
NB Requests by Clubs for extensions to the season will be looked at individually and on merit by the Parks Department.
- Park Ranger:** The Park Ranger is employed by the Council to manage and oversee the Health and Safety of the Bowler's who use the Bowling Green Facilities and Park during the opening hours. All club members are answerable to this person and are requested to follow any instruction given to them.
NB Any issues with the Park Ranger should be taken up with the Principal Officer Outdoor Facilities.
- Booking a fixture:** All fixtures must be authorised by the Council through this office. Under **No** circumstances, will the Hirer approach the Park Ranger direct for use of the facilities. The Council reserves the right to terminate or suspend this Agreement in the event of any **Hirer breaching this condition.**
- Insurance:** Copies of the Hirers Public Indemnity Liability Insurance along with the Councils signed disclaimer form are to be forwarded to this office before hire commences.
- Bar Licence:** Current copies of your Public Bar Licence and name, address and telephone number of the Licensee (where applicable).
All clubs must send in a current copy of their Public Bar Licence that will be kept on file.
- Smoking Ban:** Smoking inside or in the immediate vicinity of any buildings or premises hired under this Agreement by any player, official or spectator is not permitted. **It is the responsibility of the hirer to enforce this provision if the Park Ranger or Pavilion Attendant is not available to do so.**
- Payment:**
- (1) Season Tickets **must** be purchased within 4 weeks of them going on sale.
Club Captains are asked not to pick player for their team if they have not purchased a season ticket after the 4 week dead line
Should the Hirer or any member of the Hirers club be without a season ticket after this time they will be charged three times the single rate (Adult £2.70 or Senior £1.70p) per game played. The Hirer will also be charged for all games played during the 4 weeks running up to the dead line.
 - (2) All rink fees must be paid in full before all the matches commences by the clubs Treasurer
ALL matches that take place within C.C.B.C are subject to rink fees, this include "President" and "County" games etc..

continued.....

Charges:

Charges are set by The Council on April 1st of each year.

Adult up to 60 years of age:- Season £52.70p Singles £25.00p

Elderly persons / Concessions:- Season £2.70p Singles £1.70p

Rink Fees 9.70p per rink.

Bona Fide guests playing County / President / Representative matches, will pay the single rate of £2.70 per adult and £1.70p per Elderly persons / Concessions

Charges include the use of :

a. 2 Changing Rooms.

b. Tea Room.

c. Playing Surface.

Use of any other facilities may incur extra hire costs. These will be negotiated with the Hirer upon request.

Cancellation:

(1) By Hirer: On giving the Council 24 hours notice prior to the date of the fixture then the Hirer will not be charged for the cost of the hire. If the Hirer fails to give the Council 24 hours prior notice the Hirer will be charged for the cost of the ground.

(2) By the Council: The Council reserve the right to cancel any fixture the subject of this Agreement should the facility be required to be used for a special event.

As much notice as possible will be given to Clubs in such cases. The Council shall not be liable for any loss arising out of such cancellation.

Use of venue:

(1) The Park Ranger is employed by the Council to manage and over see the Health and Safety of the public using the Park during the opening hour of the Park. All members of public are answerable to this person and are requested to follow any instruction given to them.

(2) As a Duty of Care to the public and staff a Risk Assessment was carried out for fixtures. **All evening fixtures are only to be played in "natural day light" and must not be played under artificial light e.g.**

(a) light emitted from the pavilion shining on the green.

(b) torch light.

(c) light from vehicles.

In brief **All** games must finish half an hour before **sunset** to allow the bowls pavilion to be locked and secured by **sundown**. This will allow the teams and the Park Ranger to leave the location safely and is in compliance with Council staff Lone Worker Policy.

NB This rule will only apply at the start and end of each season. The Park Ranger will be mindful of this and will advise the teams playing on how many ends they will be allowed to play, before sunset.

(3) The Park Ranger under the Duty of Care to the green users will have the authority to call off a fixture if they feel the green is unsafe to play on during wet or inclement weather

(4) The Council shall decide whether a pre-arranged game shall be called off on the grounds of inclement weather. In this regard the Council's decision shall be final. If the Hirer uses a facility following the Council's cancellation on the grounds of inclement weather and as a result damage is caused to the playing surface the Hirer will be liable for **all** costs incurred by the Council in reinstating the facility to a playable condition. The Council shall have the right in such circumstances to terminate this Agreement or take such further action as it considers fit with immediate effect.

(5) The Hirer is responsible for ensuring that **all** access to and from the ground are kept clear of motor vehicles belonging to team members and spectator at all times. Failure to do so **may** result in the facility being withdrawn.

Use of venue cont:.....

- (6) The Club shall indemnify the Council in respect of any damage caused and any actions proceedings costs claims or expenses to persons or property arising out of or from the hire and the Council may in its absolute discretion require the Club to arrange insurance cover in respect thereof and produce to the Council evidence of adequate insurance cover.
- (7) Where steps and / or ramps are available on bowling greens, bowlers must use them to gain entry and to exit the bowling green at all times.
- (8) The Council its servants or agents accept no responsibility for any injury, loss or damage to persons or property however caused arising out of or from the hire of any outdoor facility.
- (9) While every effort is made to ensure all venue and fixture requirements are met, if for any reason clashes arise and cannot be resolved by way of negotiation then the Council reserves the right to make such determination as it deems necessary.

Rink Management:

- (1) Clubs will be allowed to organize their own rink rota to stop over use of a particular rink.
- (2) The Park Rangers are instructed to be vigilant of any evidence of over play on any of the rinks (this sometimes happen when club members favour a specific rink). Any rink he/she feels is over played will brought to the attention of a Club official who will be told that the rink is not to be used until further notice.
- (3) If this warning is ignored the Park Ranger shall report this to Park Services who will reserve the right to close the rink until it recovers.
- (4) During wet weather the “Rink Protector” mats provided **must** be used to protect the bowling green surface. Where the decision to use them cannot be agreed on by the players the Park Ranger will have the final say.

Use of the pavilion:

- (1) Access to changing rooms to be used in connection with the fixture will be made available to the Club by the Council to the Hirer between the hours of **1p.m. till 8p.m.** In the event of an evening match, times will be extended to 9:30pm **but no later** and this must be requested by the Club.
NB At least 48 hours notice must be given to this office to notify the park ranger.
- (2) The Hirer shall use the hired facility for the purpose of playing bowls and associated use and for no other purpose whatsoever.
- (3) Clubs who supply and use their own electrical appliances must ensure they are in good working order and ask for them to be PAT tested whether left on site or not must be **P.A.T. tested and labelled, serviced and registered annually by a qualified person. All such costs associated with this be at the sole expense of the Hirer. The Council will not be liable for any loss or damage, which may result by the use of such appliances.**
- (4) Any person preparing food at the facility or undertaking this task on behalf of the Hirer should have attended and obtained a Food & Hygiene certificate. The Hirer must clean the kitchen surfaces areas before and after use, regardless of the condition, which they find them before they start preparing food.
- (5) **The Council do not endorse or encourage the use of their pavilions / changing rooms for preparing foodstuffs.** It is the club responsibility to remove any refuse / waste generated by them from their afternoon or evening’s teas to discourage vermin. If you need guidance in Food & Hygiene matters or wish the Council to remove refuse / waste please ring :
Environmental Services at the Civic Centre Blackwood on 01495 226622.

Use of the pavilion continued.....

- 6) Only Clubs, which have a bar and is supported by a current Public Bar Licence will be

allowed to sell alcohol. Any other club wishing to sell alcohol will need to apply for a temporary events licence from the Councils Licensing Dept at the Civic Centre in Blackwood on 01495 226622

- Equipment Storage:** (1) The Hirer shall only store equipment used in connection with the hire of any facility at the hired facility with the **prior** consent from this office.
The Council will not be responsible for any damage that may occur to the equipment if consent is given the equipment must be insured by the Club separately against damage, loss, fire and theft.
- (2) A Hirer who regularly using the same venue each season will have to seek permission from this office in writing **annually** to carry on storing equipment used in connection with the hire with a copy of the inventory list of the equipment stored in the building.
- (3) If any unauthorised storage of equipment in pavilions is reported to this office the Hirer will be given 5 days written notice to remove the equipment. Failure to do so will result in the equipment being removed by the Council. Any costs incurred by the Council arising out of the removal and/or storage of such unauthorised equipment will be a cost to the Hirer and shall be recoverable by the Council from the Hirer. Where such costs are incurred payment in full will be required to be made by the Hirer and the Council reserves the right to hold the equipment pending payment being made.

Caerphilly County Borough Council is committed to the Best Value policy please ensure you take time to fill out an Evaluation Card after each fixture played. These cards are available to you via your club Secretary or the Park Ranger and either return it to the Park Ranger who will send it into this office with his weekly return sheets or post it yourselves, post paid.
No request from clubs for work on pavilion / changing rooms or bowling greens and surrounds will be carried out unless it requested via the Evaluation Card.



OUTDOOR FACILITIES TERMS AND CONDITIONS AGREEMENT OF HIRE

FOR BOWLS CLUBS FOR 2010 SUMMER SEASON

To be signed and returned to this office before the start of the season.

I confirm that I have read and understood **all** of the above “TERMS and CONDITIONS”
and accept them as Conditions of Hiring Bowls facilities from
CAERPHILLY COUNTY BOROUGH COUNCIL

Name of Club:.....

Your Name :.....
Please print

Address.....

.....

Signed :.....

Dated: /..... /.....

Contact telephone number for:-

Club Chairman Name.....Tel No.....

Club Sec. Name.....Tel No.....

Have you enclosed?

1. Copies of your Public Liabilities Insurance (where applicable).
2. Copies of any Food and Hygiene Certificates (where applicable).
3. Copies of your Public Bar Licence and name and address of the Licensee (where applicable).
4. The Councils signed Disclaimer Form.

Please keep pages 1 to 4 of the Terms and Conditions for your reference and return pages 5 and 6 signed to: -

Mr. Keith Perkins,
Principal Officer Outdoor Facilities.
Caerphilly County Borough Council,
Ty Pontllanfraith
Blackwood
NP12 2YW.
Telephone No. 01495 235458.
Email Address. PERKIK@CAERPHILLY.CO.UK



PARK SERVICES

OUTDOOR FACILITIES

Caerphilly County Borough Council does not accept any responsibility for Loss, Theft or Damage to property or Injury to Persons whilst using our facilities. Any people using these facilities do so at their Own Risk. It is agreed that any hazards or broken equipment which may be identified, will be immediately reported to the **Principal Officer Outdoor Facilities.**

I fully accept the above statement:

Site name:-

Club / Organisation:-

Name:
(Please print)

Title:

Date:

Signed:
(Authorised signatory for and on behalf of Club/Organisation)

Contact Phone No.....