



Derry City & Strabane
District Council

Comhairle
**Chathair Dhoire &
Cheantar an tSratha Báin**

Derry Cittie & Stràbane
Destrìck Cooncil

Derry City and Strabane District Council

Facility Hire Terms and Conditions

1. **Scope:** These terms and conditions apply to the hire of the Council Facilities detailed in Schedule 3.
2. **Exclusions:** The hire of facilities will not be granted to:
 - a. A Hirer who fails to comply with any aspect of these Facility Hire Terms and Conditions.
 - b. Anyone under the age of 18 years. Proof of identity/ age may be required. (Exclusion not applicable to casual bookings in the Council's Leisure Facilities).
 - c. A Hirer who intends to use the Facility for an activity which is in breach of any legislation.
3. **Purpose of Hire:** All persons wishing to hire Council facilities are required to declare with distinctness the purpose for which they do so and they are not at liberty to assign or sublet any part or alter such purpose without Council's consent. If the Facility or any part thereof is used for purposes different from that which they are engaged, the Council reserves the right to adjust and/ or terminate the booking at any time without the Council being liable for costs incurred by the Hirer.
4. **Additional Hiring:** The Council reserves the right, when a part of a facility is hired, to accept an application to hire any other part in the same facility, notwithstanding that such hiring will necessitate the sharing of access through the corridors, stairs, grounds etc., of the facility.
5. **Booking Period:** All bookings made in respect of the facilities are limited to the time stated on the booking form. Hirers must ensure that the Facility is cleared before the expiry of the booking period otherwise additional fees will be incurred.
6. **Closures & Reduced Hours:** The Council reserves the right to restrict or prohibit use of its facilities after standard opening hours, on public holidays, during holiday periods and for essential maintenance, industrial action, election counts, staff training, adverse weather conditions or for health & safety reasons.

7. **Transfer of Right of Use:** The right of use of facilities or equipment granted to the Hirer is not transferable.
8. **Cancellation:** In the event of non-usage by the Hirer, the Council reserves the right to charge the Hirer a cancellation fee (equal to a minimum of 50% of the hire charge) where the following cancellation notice has not been provided:
 - a. 21 days for large scale events
 - b. 7 days for small scale events (i.e. less than half day duration);
 - c. With the exception of:
 - i. Sports Pitches: 48 hours for all bookings.
 - ii. Public Rooms in Strabane Library: 24 hours for all bookings.
 - iii. Leisure facility casual bookings: 24 hours for all bookings.
9. The Council reserves the right to cancel a booking at any time, provided that as much notice thereof as reasonably possible in the circumstances shall be given to the Hirer and that all direct charges paid by the Hirer are refunded by Council. The Council will not be liable in such an event for any consequential losses alleged to have been sustained by the Hirer as a result of cancellation by the Council.
10. **Admission:** The Council reserves:
 - a. The right through its Facility Manager, to refuse any person admission to, or to evict any person from the Council Facility.
 - b. The right of entry at all times to all persons authorised by the Facility Manager including emergency services personnel and police officers on duty, to every part of the Council Facility for the purpose of inspection and supervision, and assistance shall be given to them to ensure that these tasks are fully carried out.
 - c. Prevent the admission of dogs or other animals to an internal Council facility except guide dogs for the care of a person. The person exercising control of a guide dog shall comply with any instructions given by or on behalf of the Facility Manager. The owner of any dogs attending a Council external facility must comply with all Dog Control Orders.
11. **Pricing and Payment:**
 - a. Hire of Council facilities is priced as per the scale of charges for each Facility.
 - b. The Facility reserves the right to amend charges for hire without notice.

- c. Council has the discretion to require advance payments from all or certain groups of Hirers; such as Hirers where any of the following apply: The Hirer is an individual; the group is not a frequent Hirer of Council facilities; where there has been issues with late payment and/ or outstanding debt incurred by the Hirer; or where the booking is for the hire of a Council sports pitch.
- d. Where a Hirer fails to pay outstanding hire charges, the Council will apply the debt collection procedure.

12. **Indemnification:**

- a. Council accepts no responsibility or liability for any claims submitted by any person using Council facilities, other than claims for accidents, loss or damage caused by an act or default of an officer or servant of the Council.
- b. Where the Hirer is a Statutory Body, a Commercial Organisation or a Constituted Group, they will be required to indemnify Council against any claim for, or in respect of accidents, injury, loss or damage sustained by any person or property on the premises during the time when the premises are let to the Hirer and against all costs, damages and expenses in connection with the same, other than accidents, loss or damage caused by an act or default of an officer or servant of the Council. The minimum required level of Public Liability insurance cover is £2 million; however Council has the option to request a higher level of cover where the level of risk warrants such. Written proof of Public Liability cover is necessary before a booking can be confirmed. Where any of the aforementioned groups do not have adequate Public Liability insurance cover, they must secure such cover before the booking can be confirmed. In addition, any third party group procured by the Hirer must also provide written proof of £2 million (minimum) Public Liability insurance cover.
- c. In the event of an incident, the Hirer must ensure that the affected individual(s) report the matter immediately to the Facility Manager or designated Duty Officer for recording on the Council's Incident Report Form.
- d. The Hirer agrees to indemnify the Council against any claim or action arising from a breach of copyright which occurs during the period of hire.
- e. The Council will accept no responsibility as regards loss or damage to the Hirers property while on the Facility.

13. **Damage:** A damage deposit may be required to be paid 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 deposit, the Hirer will be liable to pay that amount. Where required, the damage deposit is payable 2 weeks prior to the event. Providing no damage

has occurred during the event, a cheque for the value of the deposit will be forwarded to the Hirer in the week following the event.

14. **Alterations:** The Hirer shall not make any alterations to the Facility or fixtures or fittings without the prior written permission of the Facility Manager. The Hirer shall not remove any furniture or fittings in the premises and shall not use nails, screws, tacks, sellotape, or other fastenings to secure items to walls, floors, ceilings or furniture without permission from the Facility Manager. In respect to the Alley Arts & Conference Centre only; the Hirer shall not paint sets on the stage; all painting must be carried out prior to arrival of the set. All necessary final modifications should be carried out in the scene dock area before the set is erected on stage.
15. **Conduct of Patrons:** The Hirer shall be responsible for:
 - a. The administration, organisation and running of the particular event(s) in respect of facilities hired. If the Council gives specific help under special arrangements, no responsibility will be accepted by the Council for the running of the event.
 - b. The conduct of all persons attending the event. In the event of any person(s) acting in a manner so as to cause annoyance or inconvenience to other person(s) in the building the Hirer will take steps which are reasonable to deal with the offender(s).
 - c. Leaving the facilities used including toilets in good repair and all areas used should be left clean and tidy at the termination of any period of hire.
16. **Storage:** All belongings, equipment, advertising or materials that are the property of the Hirer must normally be removed by the end of the agreed hire period. Any arrangements for storage of such must be agreed with the Facility Manager in advance. Council will accept no responsibility for the safety, condition or security of any equipment, materials or belongings remaining in the Council facility during or outside the period of hire. All materials left behind will be disposed of within 24hours of the hire period.
17. **Food and Beverages:** Persons hiring the Facility shall not bring in or consume any food, beverages or alcohol which have not been purchased from the Council's catering franchise or onsite service provision, unless prior consent has been obtained from the Facility Manager. Where there is no on site provision, the Hirer must provide the necessary liquor licence at least 3 clear working days before the date of the hire. Where the Council facility has either a permanent or temporary liquor licence in place then the Hirer must comply with the requirements of the Licensing (Northern Ireland) Order 1996 ('the 1996 Order'). The Duty/ Facility Manager has the authority to refuse the serving of liquor where the Hirer or patrons do not abide by the legal requirements of Articles 44, 48, and 59 of the 1996 Order. Where liquor is being sold on Council facilities for any conference or event then the Hirer and patrons are not permitted to bring in their own alcoholic and non-alcoholic beverages for consumption on the premises.

18. Publicity, Promotion and Merchandising:

- a. It is the responsibility of the Hirer to produce and distribute their own Marketing/ Promotional material and to obtain approval from the Facility Manager in advance with regard to the content, production and distribution of such with a view to preserving existing Council corporate identity and providing accurate information about the Facility and its activities. Marketing/ promotional material should not be used if the Facility Manager objects to such after stating his/ her reasons.
- b. All correspondence, posters, publicity and advertising for the event must identify the organiser of the event, and should not give the impression that the event has been organised by the Council.

19. Notice of any Potentially Offensive Content: In respect to any events open to the public; the Hirer must inform the Facility Manager in advance of any material which might cause offence such as; political, religious, sexual, strong language, violence or nudity content. The Facility Manager will then decide on the need to alert audiences accordingly.

20. Fly Posting: It is the responsibility of the Hirer to ensure that all legislation pertaining to fly posting is adhered to; with particular reference to the Roads (NI) Order 1993 Part VII covering advertisements, pictures, signs etc. and the Provisions of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1985 Article 18.

21. Recording of Activities: No sound or visual recording is permitted in a Council facility without the prior consent of the Facility Manager. If such consent is given, the Council reserves the right through an appropriate Officer, to be a party to any negotiations on broadcasting and to the terms and conditions of any agreement reached and to share any income and publicity derived there from.

22. Reputation of Council: The Hirer agrees to manage the event so that nothing shall be done to injure the reputation of the Council or to contravene any legislation in any way and not to do or permit or suffer to be done any act or thing which might in any way invalidate any licence granted or any insurance effected in respect to the facility.

23. Copyright: The Hirer shall not use the Facility, or any part thereof, for the presentation of any musical or drama performance, or for the delivery in public of any meeting, seminar or training event in which copyright exists, without the consent of the owner of the said copyright. The Hirer shall be responsible for obtaining the licence or permission from the copyright owner and for payment of the appropriate fee to the copyright owner or copyright licensing agency.

24. Child Protection: Where Hirers are required to have a Child Protection Policy and their booking involves children under the age of 18 years and/ or vulnerable adults; they must submit a copy with their booking form and adhere to such. All other Hirers must comply with the Council's Policy/ Libraries NI Policy (as applicable) which are available at:

- a. <http://www.derrystrabane.com/Council/Council-Business>
- b. <http://www.ni-libraries.net/about-libraries-ni/policies-and-procedures/>

25. **Electrical Appliances:** No Council electrical or other appliance may be altered, removed or in any way interfered with or additional fittings or appliances installed in connection with any event, without prior approval being obtained from the Facility Manager. All groups or individuals must ensure that any portable appliance which they bring on site meets the standards required by the Electricity at Work Regulations Northern Ireland 1991 – Maintaining Portable and Transportable Electrical Equipment. Appropriate PAT certificates must be presented to Council staff as part of the booking/ hiring process. Council may undertake random inspections of any portable equipment used by the Hirer in Council facilities to ensure compliance with these Regulations and take any action considered reasonable by Council in relation to any issues arising out of that inspection.

26. **Fire, Health & Safety Regulations:**

- a. Hirers shall comply in all respects with statutory requirements under Health and Safety legislation, the Council's/ Libraries NI (as applicable) Health and Safety Policy, Fire Regulations and Facility Fire Evacuation Procedures.
- b. Council reserves the right to request risk assessments, stewarding and security plans and/ or event management safety welfare plans for an event, or to inspect the actual site or equipment where appropriate. Council will not permit the use of facilities where there are any unaddressed health and safety concerns regarding the running of the event.
- c. Hirers will comply with and will not exceed the maximum numbers of persons permitted in the Facility and are obliged to ensure that all attendees are aware of the Facility evacuation procedures.
- d. The Hirer must report all incidents and accidents to a member of Council staff immediately that they take place.
- e. Smoking (including e cigarettes) is not permitted in any Council/ Libraries NI buildings. Those who wish to smoke may use the outdoor designated smoking areas if any are provided.
- f. The Hirer must ensure that set and/ or props have been constructed from flame retardant materials or materials that have been treated to be flame retardant.
- g. The Hirer is required to supply copies of governing body certificates for coaches, as required.

27. **Entertainments Licence:** The Hirer will ensure that the facilities are used in accordance with the conditions of the Council's/ Libraries NI (as applicable) Entertainments Licence and shall

not permit the use of facilities by a greater number of persons than that permitted by the Entertainments Licence.

28. **Applications:** Applications to hold events on Council Land must be submitted to the relevant Council department or facility for consideration and approval and should comply with the requirements of the Safety Advisory Group.
29. **Privacy Notice:** The Council is a registered Data Protection Controller with the Information Commissioners Office. Personal data supplied will be treated lawfully and fairly and will be used solely for the purposes for which it has been requested. All information will be held securely and treated in accordance with the provisions of the Data Protection Act 1998.
30. **Breach of Conditions:** All regulations specified in these terms and conditions of hire are to be strictly adhered to and in the case of any breach the Facility Manager will enforce them at the expense of the Hirer.

Schedule 1: Regulations for the Hire of Outdoor Sports Pitches

1. Booking a pitch for Sports Activities.

All Pitch bookings must be made via the Council's Booking Services:

- i. Foyle Arena, Limavady Road, Derry, (028) 71 376 555
 - ii. Templemore Sports Complex, Buncrana Road, Derry: (028) 71 289 200
 - iii. Melvin Sports Centre, Melvin Road, Strabane: (028) 71 382 660
 - iv. Derg Valley Leisure Centre, Strabane Road, Castlederg: (028) 81 670 727
- b. When booking a pitch all clubs and teams should leave the name, address and telephone number of the team's secretary or manager. The following information is required; Day of play, League, Teams, Pitch allocation, Off time, Contact number (this information will be transferred to a weekly booking sheet).
 - c. A letter of verification must accompany requests for block bookings from the league body.
 - d. Block bookings will be accepted on the basis of a public call for teams affiliated to recognised league structures.
 - e. A booking, including a block booking, will not be confirmed until payment has been received and the official booking form is completed. Only when payment is received will the league body be notified of allocated pitches. When payment is received a permit will be issued to the team and the permit number recorded on the booking sheet. The receptionist contacts the match attendant (groundsman) to confirm booking. The permit is submitted to the match attendant before the start of play.
 - f. Teams must only play on the assigned pitch.
 - g. Pitch hire will be for a maximum 2 hour period.
 - h. A credit system will be operated in the event of a cancellation confirmed by the league or Council as a result of a pitch closure. The teams retain the permit and can reuse at a later date. The receptionists transfer the permit details.
 - i. Teams who have been allocated a pitch and do not use the pitch for any reason, other than the game being called off by Technical Services Staff due to ground conditions, must pay a cancellation fee as detailed in the terms and conditions of hire.

2. No Play

- a. An unplayable ruling by the designated Council Official must be adhered to by all clubs. The league body will be advised of the Council decision in the case of

intermediate, junior and youth fixtures. The club will however be responsible for verifying the position with the league body, referees and competing teams.

- b. The unplayable ruling by Council will be final and Council will accept no responsibility for any loss or injury resulting from unauthorised play.

3. Pitch Maintenance

- a. The cutting and marking of pitches to the relevant specification will only be provided if the pitch is ruled as being playable. Bookings must be received on or before Wednesday morning of each week to enable this service to be provided.
- b. Council undertake regular Facility inspections however it is the responsibility of the Hirer to carry out their own inspection prior to their use of the Facility to ensure that the pitch is in a safe condition. In the event of any defect being identified, the Hirer should cancel the match and notify the Council immediately.

4. Unauthorised Use

- a. Teams have an obligation to assist the Council in implementing their management function and are asked to respect any unplayable decision and to refrain from any unauthorised use.
- b. When unauthorised use occurs and Council Officials have verified the team's identity, temporary or permanent withdrawal of the facilities will be implemented. In the case of league teams, the relevant league body will be informed of this decision.

5. Changing Facilities

- a. Where changing accommodation is available on site, it must be used as part of the pitch booking.
- b. Clubs are asked to obey the site-specific rules at Leisure and Community Facilities.

6. Pitch Closure

- a. Co-operation with the Council on closure for essential maintenance will be expected. In the event of a pitch closure, a period of one month's notice will be issued to block bookings.
- b. The Council reserves the right to withdraw the Facility hired from the user if the designated Council Officer deems it necessary to do so. The Council will not be responsible for any loss to the Hirer arising from any such withdrawals.

Schedule 2: Firework Regulations

1. If the event is to consist of or include a Fireworks Display the event organisers must provide 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.
2. A copy of the licence must be forwarded to the Council at least 6 weeks prior to the event. A minimum of £5 million Public Liability insurance must be submitted to the Council, at least 6 weeks before the date of hire. It is the responsibility of the Hirer to forward confirmation of Public Liability insurance to Council. Without insurance confirmation, bookings will not be confirmed and will be cancelled without prior notice.
3. All recommendations made by the manufacturer of the fireworks are to be complied with in full.
4. All fireworks used are to be supplied by a reputable manufacturer and not modified by the Hirer.
5. The fireworks display and bonfires are to be sited so as to ensure the safety of any third party buildings or vehicles. The fireworks operator shall provide a health and safety plan accompanied with suitable and sufficient risk assessments. A layout plan of the display shall be provided prior to the event. All such plans must first be approved by Council before the event.
6. Spectators must be kept at least 25 metres up-wind from the display and/ or bonfire. All fireworks shall be secured to ensure that they cannot fall over by providing suitable racking and ballast. Suitable fallout distances shall be established and maintained relating to the type and size of fireworks and predicted weather conditions.
7. Clear signs must be displayed with barrier and stewarding arrangements in place which inform spectators where they can and cannot stand. Signs should also specify that spectators cannot bring or ignite their own fireworks.
8. There shall be adequate stewarding and security staff present to ensure the safety of staff and spectators. Stewards should wear fluorescent clothing for easy recognition and they must know exactly what to do in the event of an emergency. A suitable means of communication between stewards and the firework operator must be available at all times during the display.
9. Qualified first aid personnel must be provided by the Hirer and there must be an available means of summoning emergency assistance.

10. At the end of the event, all spectators must be cleared from the Facility and all litter bins emptied. Fireworks must be extinguished and dead casings gathered and properly disposed of.

Schedule 3: Council Facilities

1. Civic Facilities, including:
 - a. Council Offices
 - b. Public Rooms in the Strabane Library; with the exception of the Civic Room. While Council administers the room bookings for the Civic Room, this room is owned by Libraries NI
 - c. The Harbour House

2. Visitor Attractions, Arts & Cultural Facilities, including:
 - a. The Alley Arts and Conference Centre
 - b. The Tower Museum
 - c. The Guildhall
 - d. The Harbour House

3. Leisure Facilities, including:
 - a. Derg Valley Leisure Centre
 - b. Melvin Sports Complex
 - c. Riversdale Leisure Centre
 - d. Foyle Arena
 - e. Brandywell Sports Centre
 - f. City Baths
 - g. Templemore Sports Complex
 - h. Brooke Park Leisure Centre
 - i. Lisnagelvin Bowling Greens
 - j. Brooke Park Bowling Greens

4. Football Pitches, including:
 - a. Artigarvan Pitch
 - b. Mitchell Park Pitches
 - c. Camus Pitch
 - d. Vaughan's Holm Pitches
 - e. Donemana Pitch
 - f. Glebe Pitch
 - g. Melvin Pitches
 - h. The Meadow Pitches
 - i. Brandywell Pitches
 - j. Oakland
 - k. Templemore Pitches
 - l. Leafair
 - m. Clooney Pitches
 - n. St. Columbs Pitches
 - o. Prehen Pitches
 - p. Lisnagelvin Pitches

- q. Clonermott
- r. Strathfoyle
- s. Lettershandoney
- t. Tullally
- u. St. Canices
- v. Caw/Kilfennan
- w. Faughanview Claudy
- x. Daisyfield Pitches
- y. Culmore

5. Community Based Facilities

6. Parks & Open Spaces

7. Car Parks