



## **Working agreement between St Nicholas at Wade with Sarre Parish Council and Reculver Cricket Club**

1. For the purposes of these conditions the term "The Parties" shall refer to St Nicholas at Wade with Sarre Parish Council and Reculver Cricket Club exclusively.
2. The term "Hirer" means an individual or, where the hirer is an organisation, the authorised representative. The terms "premises" or "pavilion" shall mean The Bell Meadow Pavilion, Bell Meadow, St Nicholas at Wade.
3. The Hirer will have exclusive use of the cricket square and changing room facilities as per the schedule laid out in appendix 1.
4. Use of the bar and toilet facilities will be always on a shared basis.
5. These amenities will be provided without charge until 31<sup>st</sup> December 2021. The hire fee after that date will be at a market rate commensurable to a commercial rate for the daily hire of cricket facilities in the local area.
6. Hire fee will be payable at the beginning of the month.
7. Both parties may terminate this agreement at any time subject to sixty days' notice.
8. St Nicholas at Wade with Sarre Parish Council will not enter into any other cricket agreement until 31<sup>st</sup> December 2025.
9. St Nicholas at Wade with Sarre Parish Council will always retain right on entry.
10. The period of hire is from the time when access is required until the premises including outside spaces are completely vacated, which includes the removal of any articles belonging to the hirer. Hirers will be charged on an hourly basis for an agreed period of hire, exceeding this agreed period will result in additional charges being levied at the appropriate hourly rate.
11. If any part of the hire fee remains unpaid after 30 days, hirers will not be permitted access to the building.
12. The hirer shall ensure that the maximum number of people present in the pavilion at any one time shall not exceed 50. If the pavilion is hired for any event involving minors, the hirer shall ensure that at least 5 responsible adults per 45 minors are always present.
13. A deposit of £100 is required for evening parties and discos. The deposit will be returned to the hirer in full if the premises are left in good order.
14. The hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any way do or bring anything onto the premises which may endanger the same or render invalid any insurance policies in respect thereof.
15. The hirer will, during the period of hire, be responsible for the supervision of the premises and the fabric and contents of the building from damage and loss. Any breakages, damage or defacement must be reported. Such breakage, damage or defacement will then be assessed by the Parish Council and may result in the retention of part or whole of any deposit paid or the invoicing for replacement or repair. The use of nails, screws or any other permanent devices for fixing any decoration, poster or the like in any part of the premises is forbidden, except by prior consent of the Bookings and Facilities Manager.
16. The hirer will, if using outside space (Bell Meadow or Tennis Court) be aware that this is public recreation ground and cannot be reserved for private use (except for fenced off cricket square),

taking this into account there must be no trailing wires or cables coming from the pavilion onto the meadow and public foot paths must not be obstructed in any way.

17. The hirer will be responsible for the behaviour of all persons connected to the cricket club in whatever capacity using the premises and grounds.
18. The hirer shall ensure that nothing is done within the boundaries of the pavilion that would be deemed in contravention of the law relating to gaming, betting and lotteries.
19. Smoking or the use of E-cigarettes and the like is not permitted in any part of the pavilion at any time. Where candles are used, they should be in appropriate containers to minimise damage from wax and burning.
20. The Bar has a public licence and if used by players or officials of the cricket club, the Rules for use of the Bar must also be observed. The bar shall remain open for up to one hour after end of play.
21. The hirer shall ensure that any activities for children under eight years of age will comply with the provision of the Children Act 1989 and that only fit and proper persons have access to the children.
22. The hirer shall ensure that there is the minimum of noise, particularly on arrival and departure and that vehicles are not parked in Bridges Close.
23. Parking spaces are provided adjacent to the pavilion within Bell Meadow, hirers are reminded that these spaces are Parish Council property and cannot accept responsibility for any loss or damage to vehicles. The area marked out for disabled access must be observed.
24. The hirer shall ensure that any electrical appliances brought to and used on the premises shall be safe and in good working order and used in a safe manner.
25. The St Nicholas at Wade with Sarre Parish Council reserve the right to cancel a hiring in the event of the pavilion being required for use by the Parish Council or any other legitimate reason which may arise, in which case the hirer shall be refunded in full any deposit already paid. In the event of the Parish Council cancelling a hiring, the liability to the hirer is limited to the hire charge or deposit already paid.
26. If the hirer wishes to cancel a booking before the date of the event, the Booking and Facilities Manager should be advised as soon as possible. If the hirer cancels a booking within 24 hours of the arranged booking a cancellation fee will become payable as St Nicholas at Wade with Sarre Parish Council would be unable to conclude a replacement booking.
27. St Nicholas at Wade with Sarre Parish Council shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause.
28. The hirer shall indemnify St Nicholas at Wade with Sarre Parish Council for the cost of any repair or any damage incurred to any part of the property, or the contents, which may occur during the period of the hiring. It is recommended that hirers should consider insuring themselves against such possibilities.
29. Both parties should hold public liability insurance. It is confirmed that Reculver Cricket Club has Public Liability Insurance provided by ..... until .....
30. The hirer, at the end of the hiring, shall be responsible for leaving the premises in a clean and tidy condition; we ask that hirers remove all their rubbish. Hirers must ensure that all contents and furniture are replaced in their designated areas, lighting and heating appliances are switched off and the pavilion is properly locked and secured.
31. Should the hirer fail to leave the premises in a clean and tidy condition, the hirer will be charged a fee for any additional cleaning work which is required to be undertaken. This fee will be charged on an hourly basis, at the current hourly rate of the cleaning staff with the minimum charge being for one hour.
32. If the premises are left insecure, through windows and doors being left open or the alarm remaining unset at the end of a booking, thus invalidating our insurance, a penalty fee of £50 may be imposed.

33. Should the hirer lose the key, the premises are placed in a non-secure position until the locks are changed and new keys issued to authorised key holders. In the event of a hirer losing the key a charge will be levied of no less than 50% and up to the full cost of replacement locks and keys, the actual amount to be at the discretion of the Parish Council.

34. Fire Precautions - it is the duty of the hirer to inspect the Fire Risk Assessment and decide whether further measures need to be implemented. The hirer will be responsible for observance of the fire safety procedures (appendix 2). All external and internal doors must remain unlocked during the period of hire and all escape routes and exits kept totally clear of all obstructions.

Near misses or incidents must be reported to the St Nicholas at Wade with Sarre Parish Council. The address of the premises is: The Pavilion, Bell Meadow, Bridges Close, St Nicholas at Wade. CT7 0PX

35. St Nicholas at Wade with Sarre Parish Council reserves the right to alter, update or amend any of the above conditions.

For and on behalf of St Nicholas at Wade with Sarre Parish Council

..... Date .....

Position .....

For and on behalf of Reculver Cricket Club

..... Date .....

Position .....

Final Draft

## Appendix 1

Senior Cricket - Saturdays League Match Day

Set Up to End - 11:30am to 7:30pm approx .. (various depending on if match finishes early). There is 8-9 Home Matches starting from end April to first week in September.

We require the following: Changing Rooms/Toilets/Kitchen/ (Bar if possible)

Junior Cricket - Friday & Sunday League Match Days

Sunday Morning - Set Up to End - 9:45am to 12:30pm .... 5-7 Home Matches from start of May to end of July.

Friday Evening - Set Up to End - 5:45pm to 8:30pm .... 4-6 Home Matches from start of May to end of July

We require the following on both days: Changing Rooms/Toilets/Kitchen (If you wanted to open bar but not essential)

Junior Training Evening - Mondays - 5:30pm to 8:00pm this includes set up & put away. Junior Training starts 6pm to 7:30pm. We will need toilets & kitchen, bar not essential. Start last week of April to the end of August (depending how many children we have through summer holidays)

## Appendix 2

**In the event of fire, the following actions must be taken: -**

- **Raise the alarm**
- **Call the emergency Fire and Rescue Services (999)**
- **Fight a small fire using the fire extinguishers provided, but only if you have been trained in their use and your exit route is clear**
- **Alert everyone on the premises of the fire, anyone who may be in the toilets, kitchen or changing rooms**
- **Evacuate the entire building by the nearest possible route • Consider persons whose mobility, hearing or eyesight is impaired.**
- **Proceed to the fire assembly point and if you can do so safely and without undue delay, close all doors and windows behind you**
- **Complete a roll call to ensure everyone is accounted for**
- **When the Fire and Rescue Services arrive inform them what's on fire, where the fire is and whether anyone is unaccounted for**
- **Do not allow anyone to re-enter the building until informed that it is safe to do so by the Fire and Rescue Services**

**Fire Assembly Point – on the grass area adjacent to the tennis courts.**