

# Conditions of Hire for MILLENNIUM PARK CARRIGTWOHILL All Weather Area

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## All Users

### 1. Viewing Procedure

Should you wish to view the premises, prior to making a booking, please contact Colin Santry on 087 9867596 to arrange a convenient time with the CCCL staff who will conduct the viewing.

### 2. Application Forms

All applications for the hire of premises shall be made to CCCL on the application form provided. The person by whom the form is signed must be 18 years of age or over and will be deemed to be the hirer. CCCL reserves the right to ask for identification and if this is requested the hirer will need to provide either a current passport or photo driving licence.

The hire period stated on the application form includes the setting up, preparation and exiting of the venue. The Hirer is not permitted to enter the premises until the start time and should be present at the venue for the duration of the hire period.

Should the Hirer and/or his/her agents still be on the premises after the expiration of the period of hiring for any reasons whatsoever, he/she will be charged for the additional hire period by the hour, in accordance with the Fees and Charges and for any other charges which may be incurred.

The Hirer shall not, without previous written consent of CCCL, use the premises or any part thereof for any purpose other than that stated in the application.

The Hirer must ensure that no excessive noise or other cause of annoyance to the owners and occupiers of adjoining property or to the public arises from the use of the premises. In the event of a breach of this condition, CCCL will, on receipt of a reasonable complaint, terminate the hiring.

Hirers booking multiple /or a regular number of sessions will be required to complete an application, detailing their activity on an annual basis. Failure to return this application form by the stipulated date may result in the Council cancelling the hirer's booking(s).

### 3. Limit of Admission/Capacity

The maximum number of persons to be admitted to any activity on the premises should not exceed the limit. The hirer must ensure that these numbers are not exceeded. The maximum numbers are set as part of Fire and Health and Safety Regulations. The total number of persons attending any event on the premises shall not under any circumstances exceed the recommended limits and CCCL reserves the right to regulate and control the capacity in accordance with safety regulations.

### 4. Booking

On submission of a booking form and pending availability, a hirer's request(s) is provisional. A booking confirmation will be provided on submission of application form and payment. Hirers will be invoiced for all bookings made. Receipt is proof of payment. Hirers who wish to book multiple or a regular number of sessions will be required to make payments by the first day (1st) of each month for all bookings to take place within that month/or arrangement series.

For applications and bookings falling within one month, full hire payments for those bookings is required immediately. Your bookings will not be confirmed until payment has been received.

An additional charge, in accordance with the published schedule of charges, will be issued should the hirer fail to comply with the following:

- a) Used the facilities outside of your hire time.
- b) Failed to leave the venue in the same condition as found.
- c) Damaged any equipment, fixtures and fittings
- d) Used the facilities for any purpose other than that stated on the booking form.

Payments can be made via: cash at the Community Centre, cheque (made payable to

Carrigtwohill Community Council Limited or other payment methods agreed in advance.

## 5. Cancellation/Changes to Bookings

Should CCCL, on or before the date of the hire, require the use of the premises either owing to unforeseen circumstances or in an emergency, exercise the absolute right of cancellation; or to be of the opinion that the booking is likely to prove to be of an objectionable or undesirable character, it shall have full powers to cancel the bookings. Should any such cancellation be made the total charges made by the Hirer will be refunded. But in that event, CCCL shall not be liable to pay any compensation to the Hirer or any other person in respect of the cancellation.

At all times CCCL reserves the right to either refuse any application, prohibit from use or terminate the hiring or cancel the booking. This right also applies if it finds or suspects that the hirer is using or are intending to use the venue for any activity other than that stated on their application, or where outstanding payments have occurred.

In the case of any breakdown or fire, leakage of water, or any accordance or occurrence whatsoever, rendering the temporary closure of the premises, or any interruption of any engagements during any such breakdown, the Hirer will agree that CCCL shall not be liable for any loss or claims arising from such closure of the premises.

Hirers making a cancellation of a booking with 3 or more working days notice, then the hirer will not be charged for that hire. Cancellations with 2 or less working days notice of the booking, will result in the hirer still being charged the hire fee.

**All amendments and/or changes to bookings should be submitted in writing or e-mail to [allweather@carrigtwohillcommunity.ie](mailto:allweather@carrigtwohillcommunity.ie)**

## 6. Good Order

The Hirer is responsible for maintaining good order on the premises throughout the period of the hire. CCCL may charge the Hirer for any expense incurred by it to engage security or Gardai in order to preserve order prior to, during or after any engagement on the premises. The Hirer is required to ensure that they treat the facilities in a considerate and proper manner i.e. no washing of boots in showers, kicking of footballs in buildings or leaving litter e.g. drinks cans, sweet wrappers etc. No glass bottles or glass in any other form must be taken into the changing facilities.

The Hirer shall indemnify CCCL from and against:

- a) All claims, demands, actions or proceedings or any loss, damage or injury which may be brought against or suffered by CCCL, arising from or in consequence of the non-observance or non-performance of any of these regulations or any act, neglect, default or omission by the Hirer, his agents or servants.
- b) All claims, demands, actions or proceedings in respect of the death or the injury howsoever or by whomsoever caused of or to any persons which shall appear to arise from any accident of occurrence which shall happen whilst any persons is on the property of CCCL during the period of the hire, (except where the death or injury arises directly as a result of negligence of CCCL, its employees, servants or agents) or other damage which may be occasioned to any person by the use of CCCL's property.

## 7. Smoking

CCCL operates a **non-smoking policy** in all its premises, and the Hirer is responsible for ensuring that this is upheld.

## 8. Lost Property

CCCL will not, under any circumstances, accept responsibility or liability in respect of any loss of or damage to any property placed or left upon the premises, by or on behalf of the Hirer or any other persons, or in connection with the hiring.

## 9. Parking

Motor vehicles must not be parked in any of the entrances or exits, any drives or driveways or any private road. Under no circumstances must parking inconvenience local residents or other users of the facilities of CCCL. CCCL does not accept liability for loss of or damage to any motor vehicle or its contents.

## 10. Dangerous Articles

The Hirer shall not bring nor permit any other person to bring any naked flames, fireworks or any articles of a flammable or explosive nature or any article producing an offensive smell, or which could cause damage or injury or any oil, electric, gas or other engine into any part of the premises.

## **11. Pitch Surface/ Footwear**

The maintenance of the surface of the All Weather pitch is paramount. Any activity which would pose a threat to the surface or integrity of the facility is strictly prohibited and the determination of CCCL is final in this regard. CCCL authorizes its supervisory staff to make this determination from time to time and Hirers shall respect and be bound by such determination.

- Boots with steel studs and/or blades are strictly prohibited.
- Only astro turf runners or boots with moulded studs may be worn
- Footwear must be cleaned before entering upon the pitch
- Food, drink and chewing gum are strictly prohibited within the pitch area.
- No smoking on or near the pitch
- No dogs on pitch at any time

## **12. Health and Safety**

Speed Limit of not more than 10kph must be observed by any vehicle within the curtilage of the Community Centre and All Weather pitch. Litter must be placed in appropriate receptacles or removed. Littering is a breach of the terms of hire. No alcohol shall be brought into the property of CCCL. The Hirer is solely responsible for the supervision of persons participating in the activity carried on upon the facility during the relevant hire period. The Hirer shall ensure that such persons take all reasonable care for their own health and safety and for the health and safety of others.

## **13. Insurance**

CCCL reserves the right to require that any Hirer produces evidence that the Hirer and the proposed activity is indemnified under a policy of Public liability insurance. CCCL will require such evidence of insurance in the case of clubs and may require it in the case of casual hirers. The insurance will be required to cover the hirer for public liability claims arising from the use of the facilities, which are the subject of a hiring agreement. Hirers are encouraged to arrange their own "Personal Accident Insurance" through their own insurers.

## **14. Sub-letting**

Only the hirer may use the facility and sub-letting of any kind is strictly prohibited.

## **15. Failure to Comply**

Hirers must comply with the instruction regarding the use of the facility issued by the supervisory staff appointed from time to time by CCCL. CCCL reserves the right to immediately terminate any letting or series of lettings in the event of the Hirer's failing either to observe or comply with any of the conditions or regulations herein contained, but without prejudice to any right or remedy which the council may have against the Hirer. Under these conditions and regulations, the Council may retain the charges paid by the Hirer.

## **16. Modifications of Conditions**

CCCL reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in its opinion, the nature of an application so demands.

## **17. Consent of Approval**

Any consent or approval by CCCL under these conditions shall be in writing under the hand of CCCL's authorized officer.

## **18. Floodlight – no extra charge**

*Footballs available €10 deposit required*