

Dulwich Park Bowls Club

Terms and Conditions of Hire

By proceeding with your booking you (“the Hirer”) are deemed to have accepted the following terms and conditions for the hire of the green and facilities.

Agreements with Dulwich Park Bowls Club (“the Club”) for the hire of the bowling green club house, tea room, equipment and facilities or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

1. Undertaking of the Hirer

- 1.1. The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

2. Supervision by the Hirer

- 2.1. The Hirer undertakes to be present throughout the hiring period to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

3. Responsibility of the Hirer

- 3.1. Ensuring that the Premises are kept secure for the duration of the hire.
- 3.2. Being familiar with, and complying with, the guides provided for the use of the Premises.
- 3.3. Supervision of the Premises and the care of its fabric and contents
- 3.4. Ensuring that the conduct of the hire does not disrupt any other users of Dulwich Park.
- 3.5. Ensuring that the Premises (including club room, tea room, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- 3.6. Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire.
- 3.7. Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- 3.8. Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner.
- 3.9. Ensuring that no animals enter the club house or tea room at any time.
- 3.10. Ensuring that no barbecues, LPG appliances or highly flammable substances are brought onto the Premises.

4. Use of Premises

The Hirer shall not:-

- 4.1. sub-let or use the Premises for any purpose other than that described in their Booking Application
- 4.2. use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way

- 4.3. do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- 4.4. allow the use of drugs on the Premises
- 4.5. allow smoking or vaping on the Premises including anywhere on or around the bowling green.

5. Use of the bowling green

- 5.1. The bowling green may only be used for games of Lawn Bowls. No other sport or activity is allowed.
- 5.2. Users must wear flat-soled shoes or be barefoot. Shoes with heels are not allowed.
- 5.3. No marking of the bowling green by paint or other materials is allowed.
- 5.4. Nothing must be inserted into the bowling green and the surface must not be damaged in any way except through normal bowling use.
- 5.5. The Hirer may by prior arrangement with the Club use bowls and bowling equipment belonging to the Club or bring their own bowls and equipment suitable for Lawn Bowls.

6. Alterations

- 6.1. No alterations or additions may be made to the Premises, and no fixtures may be installed or articles attached to any part of the Premises without the prior written approval of the Club.
- 6.2. Any such alteration, fixture, fitting or attachment shall be removed by the Hirer. The Hirer must make good to the satisfaction of the Club any damage caused to the Premises by such removal.
- 6.3. The Club has the right to remove and dispose of any goods or articles remaining on the Premises after the hiring period without any liability whatsoever.

7. Additional costs

- 7.1. The Club reserves the right to charge in addition to the Hire Fee a fee for the cleaning and where necessary the repair of the Premises.

8. Indemnity

The Hirer shall indemnify the Club and its members against:

- 8.1. the cost of repair for any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- 8.2. against all actions, claims, and costs of proceedings arising from any breach of the Hire Conditions
- 8.3. all claims in respect of damages, including damage for loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer
- 8.4. As directed by the Club the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

9. Bookings which may be refused

- 9.1. The Club has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to the integrity of the bowling green.

10. Payment terms

- 10.1. Payment in full is due at the time of booking in order to confirm the booking. The Club reserves the right to cancel any booking without notice where no payment has been made.

11. Cancellation by the Hirer

- 11.1. No charge if cancelled 2 weeks or more before a booking.
- 11.2. 50% of booking charge is due if cancellation is between 2 and 1 week before a booking.
- 11.3. 100% of booking charge is due if cancellation is 1 week or less before a booking.

12. Cancellation by the Club

The Club reserves the right to cancel a hiring by written notice to the Hirer if the Club considers that:

- 12.1. the Premises have become unfit for the use of the Hirer
- 12.2. the bowling green is unfit for bowling
- 12.3. unlawful or unsuitable activities may take place at the Premises as a result of the hiring
- 12.4. In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Club shall not be liable for any resulting direct or indirect loss or damages whatsoever
- 12.5. The Club reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force majeur* situation that requires the Premises to be closed.

13. Insurance

- 13.1. The Hirer shall be responsible for arranging their own insurance to cover any potential loss due to theft, damage, cancellation or postponement of the event howsoever caused.
- 13.2. The Hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring equipment onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.
- 13.3. If the Hirer is operating as a business they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public liability insurance.

14. Vehicle access

- 14.1. The Hirer shall make their own arrangements with Southwark Council for vehicle access to the Premises.

15. Premises Licence and other relevant legislation

- 15.1. The Hirer is reminded that the Club has no licence for the sale of alcohol or the playing of live or recorded music and the Hirer shall ensure that they conform to all relevant legislation.
- 15.2. The Hirer shall ensure that the users do not contravene the law relating to gaming, betting, and lotteries.

16. Compliance with legislation relating to children or vulnerable adults

- 16.1. For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.
- 16.2. The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

17. Public Health

- 17.1. The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

End

18. Revision history