

Durrington Town Council

Facilities Hire Policy

DRAFT for the Facilities and Amenities Committee, 22nd October 2026. Text in square brackets is for members to decide.

Adopted by Full Council:

Review date: [October 2027, alongside the annual review of hire charges]

1. Purpose

1.1 This policy sets out how Durrington Town Council hires out its village hall, pavilion and open spaces. It aims to make bookings fair, clear and consistent, to keep people safe, to protect Council property, and to balance the needs of hirers with those of residents and neighbours.

1.2 It brings together the Council's existing conditions of use for the Village Hall and Robinson Room and for the Jubilee Pavilion and Recreation Ground, and the draft Recreation Ground Events and Exclusive Hire Policy (July 2026), into one policy.

2. Scope

2.1 This policy applies to the hire of:

- the Village Hall Main Hall;
- the Robinson Room, Village Hall;
- the Jubilee Pavilion;
- the Recreation Ground, including the football pitches, Multi-Use Games Area (MUGA) and pump track where these are booked.

2.2 It does not apply to allotments (covered by allotment tenancy agreements), and the cemetery (covered by the Cemetery Rules and Regulations).

2.3 The policy is supported by the Conditions of Hire, the Application for Hire forms and the schedule of hire charges. If there is any conflict, this policy takes priority.

3. Legal powers

3.1 The Council provides and charges for these facilities under section 133 of the Local Government Act 1972, section 19 of the Local Government (Miscellaneous Provisions) Act 1976 and, where needed, the General Power of Competence (Localism Act 2011), which the Council resolved to adopt on 13th May 2025.

4. Principles

4.1 The Council will:

- make its facilities available to the whole community on a fair and non-discriminatory basis, in line with the Equality Act 2010;
- give priority to community use while using hire income to help maintain the facilities for residents;
- only restrict public access to open spaces where this is necessary, proportionate and agreed in advance;
- apply charges and conditions consistently.

5. Who may hire

5.1 The person signing the Application for Hire must be aged 18 or over and is responsible for the booking, for payment and for everyone attending.

5.2 Where an organisation hires a facility, a named person must sign on its behalf and will be the Council's main contact.

5.3 Bookings will be considered in this order of priority:

- Council business, elections and civic events;
- regular community groups and clubs based in the parish;
- one-off community, charity and private bookings;
- commercial bookings.

5.4 The Council will meet any legal right of election candidates to use rooms for public meetings under the Representation of the People Act 1983.

6. Making a booking

6.1 All bookings must be made on the Council's Application for Hire form. A booking is only confirmed once the Council has accepted it in writing and any deposit has been paid.

6.2 The hire period must include time for setting up and clearing away. Hirers may only use the facility during the times booked.

6.3 Regular hirers will be asked to confirm their bookings in advance for each period quarter and may be invoiced.

6.4 Larger events need more notice and more information. Section 17 sets out the levels of event and what is required.

7. Charges and payment

7.1 Hire charges are reviewed every year. The Facilities and Amenities Committee recommends them to the Finance Committee and they are approved by Full Council, normally in October, to take effect from 1st April the following year.

7.2 Standard charges are doubled for hirers who are not parish residents or organisations, unless the Council decides otherwise.

7.3 Special or reduced rates for charities and community groups are only available where listed in the approved hire charges schedule or agreed by the Committee.

7.4 One-off bookings must be paid for in full before the hire date. Invoiced regular bookings must be paid within [30] days.

7.5 A refundable damage deposit of [£50 to £150] may be required. It will be returned once the facility has been checked, less any costs of damage, extra cleaning or lost keys.

7.6 Electricity used for outdoor events and fairs will be charged by meter reading.

7.7 Further bookings may be refused while any payment is outstanding.

7.8 VAT will be charged where it applies under HMRC rules.

8. Cancellations

8.1 By the hirer. Cancellations must be made in writing to the Council office. 14 days' notice or more, full refund; 7 to 13 days, 50% of the hire charge is payable; less than 7 days, the full hire charge is payable. The Council's decision is final.

9. Refusing or ending a booking

9.1 The Council may refuse a booking, or end a hire at any time, where:

- the hirer or people attending have not met the standards of behaviour in section 14;
- the activity is unlawful or likely to cause a risk to safety;
- the activity is likely to cause disorder, nuisance to neighbours or damage to property;
- the hirer has broken the Conditions of Hire before, or has unpaid charges;
- the information given on the application is false or misleading;
- the event is not suitable for the facility or for the parish.

9.2 Where a booking is ended because the hirer has broken the Conditions of Hire, no refund will be given.

10. Insurance

10.1 Commercial hirers, event organisers (Level 2 and Level 3 events) and sports clubs must hold public liability insurance with a minimum cover of £5 million and provide a copy before the booking is confirmed.

10.2 Other hirers are encouraged to hold their own public liability insurance.

10.3 Anyone brought in by the hirer, such as caterers, entertainers, bouncy castle or disco operators, must hold their own public liability insurance and appropriate safety certificates. The hirer is responsible for checking these.

11. Health, safety and fire

11.1 The hirer is responsible for the health and safety of everyone attending and must follow all relevant law and any instructions from the Council.

11.2 The hirer must read the Fire Safety Information for the building, make everyone attending aware of the fire exits and assembly point, and keep fire exits clear and unlocked while the building is in use.

11.3 The maximum capacity displayed in each building must not be exceeded.

11.4 Electrical equipment brought in must be safe and, where appropriate, PAT tested.

11.5 No candles, naked flames, fireworks, smoke machines, sky lanterns or barbecues may be used without the Council's written permission.

11.6 Smoking and vaping are not permitted inside Council buildings.

11.7 All accidents, damage and near misses must be reported to the Council office as soon as possible.

12. Safeguarding

12.1 Hirers running activities for children, young people or adults at risk are responsible for safeguarding. They must have their own safeguarding policy and carry out any checks required, including Disclosure and Barring Service (DBS) checks where needed. The Council may ask to see these.

12.2 Any safeguarding concern relating to a hire should be reported to the Council office, in line with the Council's Safeguarding Policy.

13. Licensing, food and fundraising

13.1 The hirer is responsible for any licence needed for their event, including Temporary Event Notices for the sale of alcohol, regulated entertainment or late-night refreshment, unless the Council has confirmed the activity is covered by its own licence.

13.2 The hirer is responsible for any music licence needed for their event.

13.3 Anyone selling or serving food must follow food hygiene law. Food traders at events must be registered with their local authority and hold a food hygiene rating.

13.4 Raffles and lotteries must follow the Gambling Act 2005.

14. Standards of behaviour

14.1 The Council expects everyone using its facilities to treat residents, neighbours, other users, councillors, staff and volunteers with courtesy and respect at all times. This applies to all hirers and to everyone attending a hire, including players, coaches, officials, spectators, guests, stewards and contractors.

14.2 The hirer is responsible for the behaviour of everyone attending their booking, from arrival to departure, including in the car park, on paths and access routes and in streets next to the facility.

14.3 The following behaviour is not acceptable:

- abusive, threatening, offensive or discriminatory language or gestures;

- intimidating, harassing or aggressive behaviour towards anyone, including residents using the Recreation Ground or walking across it;
- trying to stop members of the public using areas or facilities that are not part of the booking;
- drunken or disorderly behaviour;
- inconsiderate or obstructive parking, including blocking residents' driveways and emergency access;
- excessive noise, littering or damage.

14.4 Hirers must deal promptly with any poor behaviour by people attending their booking and must cooperate with the Council if a complaint is received.

14.5 Where the Council receives a complaint about behaviour, it will ask the hirer for their response. Depending on how serious the matter is and whether it has happened before, the Council may:

- give the hirer a written warning;
- add conditions to future bookings, such as extra stewarding or supervision;
- end the hire immediately, without a refund;
- suspend or refuse future bookings, including the rest of a seasonal booking.

14.6 Serious incidents, including threats or violence, may be reported to the police and, for sports clubs, to the relevant league or governing body.

14.7 Windows and doors must be closed by 9.30pm. Music and entertainment must end by [11.00pm] and the building must be vacated by [11.30pm], unless the Council agrees otherwise.

14.8 Vehicles are parked at the owner's own risk. Vehicles must not be driven onto the Recreation Ground without the Council's permission.

15. Keys, security, cleaning and damage

15.1 The hirer is responsible for any keys issued and for locking up and leaving the building secure. Lost keys will be charged for.

15.2 Facilities must be left clean and tidy, and all rubbish taken away. Extra cleaning will be charged to the hirer.

15.3 The hirer must pay for any damage or loss caused during the hire, including accidental damage.

15.4 Nothing may be fixed to walls, floors or ceilings without permission.

15.5 Equipment may only be stored at Council facilities by written agreement. A storage charge may apply.

15.6 CCTV operates at the Recreation Ground and Pavilion and parts of the Village Hall site, in line with the Council's CCTV Policy.

15.7 Councillors and staff authorised by the Council may enter any facility at any time.

16. The Recreation Ground and exclusive use

16.1 The Recreation Ground is a valued public open space used by residents for informal recreation and as a walking route. Booking the Recreation Ground does not give the hirer exclusive use.

16.2 Where a hirer asks for exclusive use of all or part of the Recreation Ground, the Council will decide:

- whether exclusive use is appropriate;
- which areas are included;
- which facilities remain open to the public;
- whether barriers, stewards or security are needed; and
- any other conditions.

16.3 These will be set out in a written Booking Confirmation, which forms part of the hire agreement.

16.4 Unless the Council agrees otherwise, the children's play area and tennis courts will stay open to the public. The Council will decide whether the MUGA and pump track stay open, based on the nature of the event.

16.5 Where exclusive use is agreed, the hirer must:

- only restrict access to the areas set out in the Booking Confirmation;
- display Council-approved notices at all entrances, at least seven days before the event where practicable;
- only put up barriers or fencing where the Council has approved;
- keep emergency vehicle access and access to facilities that remain open clear at all times;
- provide enough stewards, who must act courteously and must not try to exclude anyone from areas outside the booking.

16.6 No stakes, pegs, excavations or structures may be put into the ground without the Council's prior approval, because of underground services.

17. Levels of event

17.1 Level 1, standard hire. For example meetings, classes, parties, small gatherings and football bookings. Required: Application for Hire and signed Conditions of Hire.

17.2 Level 2, community event. For example a fete, fun day, dog show, charity or school event. Required: application at least [6 weeks] before the event, risk assessment, £5 million public liability insurance, site plan, event timetable, list of stallholders and food traders, and electrical safety information where relevant. Council approval is needed.

17.3 Level 3, large or commercial event. For example a funfair, circus, festival, or any event expected to attract more than [500] people. Required: application at least [12 weeks] before the event, everything needed for Level 2, plus an Event Management Plan, first aid, stewarding and traffic plans, and certificates for temporary structures. The Council may refer the event to the Wiltshire Safety Advisory Group. Council approval is needed.

18. Football and regular sports bookings

18.1 Clubs using the pitches for a season will have a seasonal hire agreement setting out pitch allocation, changing room use, parking and charges.

18.2 Clubs must meet the standards of behaviour in section 14 and are responsible for the conduct of their players, coaches, officials and spectators towards residents and other users. Clubs must name a club contact who can be reached on match and training days.

18.3 Clubs are responsible for safeguarding and for leaving the Pavilion, pitches and surrounding areas clean and tidy.

18.4 The Council may close pitches when they are unfit for play, to protect the playing surface.

19. Data protection

19.1 Personal information given when booking will be used only to manage the hire and will be kept in line with the Council's Privacy Policy and Document Retention Policy.

20. Decisions, delegation and complaints

20.1 The Clerk, or the Deputy Clerk in the Clerk's absence, is authorised to accept, refuse or set conditions on bookings under this policy, and to agree exclusive use for Level 1 and Level 2 bookings.

20.2 Level 3 events, and any booking that does not fit within this policy, will be referred to the Facilities and Amenities Committee [or, if urgent, to the Clerk in consultation with the Committee Chairman].

20.3 A hirer who is unhappy with a decision may ask for it to be reviewed by the Facilities and Amenities Committee. Complaints will be dealt with under the Council's Complaints Policy.

21. Related documents

- Hire charges schedule (current year)
- Conditions of Hire: Village Hall and Robinson Room (to be updated to match this policy)
- Conditions of Hire: Jubilee Pavilion and Recreation Ground (to be updated to match this policy)
- Application for Hire forms and Recreation Ground Hire Pack
- Health and Safety Policy, Fire Policy and Fire Risk Assessments
- Safeguarding Policy
- CCTV Policy
- Privacy Policy and Document Retention Policy
- Complaints Policy

22. Review

22.1 This policy will be reviewed every year alongside the hire charges, or sooner if the law or the Council's facilities change.