

Bursledon Parish Council

Terms and conditions for the hire of Council facilities

The T&Cs will apply to the hire of the sports facilities and Council owned open spaces

1	<p>In these terms and conditions (Ts & Cs)</p> <p>'the Council' means Bursledon Parish Council</p> <p>'the event' means the sporting fixture or purpose of the hire</p> <p>'the facilities' means: all property of, or under the control or management of the Council, which may be the subject of a hire agreement, and includes sports and any associated equipment.</p> <p>'the Parish Clerk' means the current Responsible Officer of the Council, or any other officer nominated to act in their place to administer the bookings of outdoor sports and the use of Parish Council property. The Parish Clerk will liaise, as necessary, with other Council officers with responsibility for the provision of facilities for sports use, in order to carry out the functions set out in these Ts & Cs;</p> <p>'the hire' means the use of facilities or land by agreement with the Council</p> <p>'the hirer' means the person(s) entering into the hiring agreement with the Council</p> <p>'the hiring' means the agreement to use the sports facilities.</p> <p>'people using the facilities' means people invited, allowed or required by the hirer or anyone else to attend, watch or take part in any sporting activity or other event.</p> <p>'sports facilities' means the sports pitches, pavilion, recreation grounds, open spaces and items supplied by the Council, as specified in sub-clause 14(a) of these conditions.</p>
2	<p>Applying to hire facilities</p> <p>Application for hire must be made using the relevant form supplied by the Council.</p> <p>a. The person signing the application form will be deemed to be the hirer and will be responsible for complying with the conditions of the hiring agreement.</p> <p>If the hiring is being made by a legally constituted club/association or other incorporated organisation, the agreement form for sports must be signed by a person duly authorised by the club/association or organisation named on the agreement form. In the case of a constituted club/association, its current trustees will also be deemed to be the hirer, and they will all be jointly and severally liable under the hiring agreement.</p> <p>b. The hirer must be 18 years of age or older</p> <p>c. The agreement to hire facilities will only come into existence when:</p> <ul style="list-style-type: none">• an agreement form has been signed and returned• the Parish Clerk or nominated officer has accepted the booking in writing, and all required documentation has been received <p>d. The Council reserves the right to vary, alter or revise any of these T&Cs. This right will not</p>

	<p>be used to alter the conditions of a booking that has already been accepted. However, if a booking has been accepted but full payment has not been received, the Council has the right under sub-clause 3(b) to alter the charges due.</p> <p>e. These conditions cannot be changed verbally by a Council officer. Any changes must be confirmed in writing by the Parish Clerk or nominated officer.</p> <p>f. The hiring agreement will give the hirer, and/or the represented club/association or organisation, the right to use the relevant facilities.</p> <p>g. The hiring agreement does not convey any exclusive right for the continued use of Council facilities.</p>
3	<p>Fees</p> <p>(a) The hirer must pay the Council the fixed fees for hiring any facilities within 14 days of date of invoice.</p> <p>(b) Failure to pay within the 14 days will result in the booking being cancelled.</p> <p>(c) The Council reserves the right to alter charges without notice. All bookings, other than those where all fees have been paid, remain subject to this right.</p> <p>Hire fees must be paid to Bursledon Parish Council, The Council Offices, The Lowford Centre, Portsmouth Road, Bursledon, Southampton SO31 8EF.</p> <p>Payment can be paid direct into the Council's bank account as per the details on the invoice or by Cheque made payable to Bursledon Parish Council.</p> <p>Only the Council's official receipt form will be accepted as evidence of payment.</p>
4	<p>Bookings</p> <p>No games or events are permitted to take place unless they are pre-booked.</p>
5	<p>Allocation of Pitches</p> <p>The allocation of a football pitch to a Team/League by the Council is for a specific day and time (i.e. Sunday morning) and does not entitle the Team/ League to use the facilities (i.e. Pitch or Changing Room/Showers) at any other time.</p> <p>No Team or League shall allow practice games to take place unless the pitch is booked and the appropriate fee paid in advance, otherwise full reinstatement costs will be levied.</p> <p>Any Team or League who continually disregard this ruling will be notified in writing on two occasions to cease. Failure to comply will result in the removal of all facilities allocated.</p>
6	<p>Sub Letting</p> <p>The hirer has no right to assign or sub-let the facilities. Any instance of an unauthorised sub-letting may, at the discretion of the Parish Clerk or nominated officer, result in the hiring agreement being forthwith terminated or suspended.</p>
7	<p>Alternative Facility</p> <p>The Council nominated officers have the right to move fixtures to alternative venues if the original facilities are deemed unfit to play on for any reason</p>
8	<p>Cancellation</p> <p>a.) The Council reserves the right to cancel bookings, and without notice, to terminate or temporarily suspend the use of facilities if, in the opinion of the officer in charge of the facilities:</p>

	<ul style="list-style-type: none"> i) the facilities are unfit or not available for use, or ii) are required for any other purpose. <p>This right will not be exercised unreasonably.</p> <ul style="list-style-type: none"> b) The Council reserves the right to refuse bookings on a permanent or temporary basis, cancel bookings, or attach additional conditions to the hiring of any facilities, if the Parish Clerk or nominated officer has reason to believe that the person concerned: <ul style="list-style-type: none"> i) is in any way responsible for deliberate or negligent damage caused to the facilities; ii) owes money to the Council as a result of, or in connection with, a previous hiring of facilities; iii) is in breach of any other provision of these conditions or has been in breach of conditions relating to any previous hiring of facilities. c) The Council reserves the right to cancel any booking for which payment has not been received by the specified date. d) If the Council cancels under the provisions of clause 8 any bookings previously accepted all fees will be refunded. e) If, under the provisions of clause 8, the Council cancels any bookings previously accepted, any refund of fees previously paid will be decided by the Parish Clerk or nominated officer. f) If, under the provisions of clause 11 the hirer cancels any bookings, the Council will not refund any fees. The repayment of fees in any case will be at the discretion of the Parish Clerk or nominated officer.
9	<p>Prohibition or Termination of matches</p> <p>The use of facilities will be prohibited or terminated without prior notice by the Parish Clerk, a nominated officer or employee of the Council due to; the state of the ground and/or turf, considerable wear due to out of season game/s or practice matches, or inclement weather conditions.</p> <p>The authority requires full co-operation by all Clubs and Leagues to deliver quality of service</p> <p>PRACTICE GAMES AND TRAINING ARE NOT PERMITTED.</p> <ul style="list-style-type: none"> a. Council officials can call off matches due to weather conditions prior to or on the day of the fixture. b. On the day of the match, following a site inspection on the day it can only be called off or cancelled by nominated Council officers or the league referees.
10	<p>Use of facilities</p> <p>The facilities must only be used for the purpose for which they were hired; If the facilities are used for a different purpose, the contract will be terminated by an authorised officer of the Council.</p>
11	<p>Pavilion/Changing Rooms</p> <ul style="list-style-type: none"> a. The hirer will be responsible for inspecting all facilities hired before use. The hirer will be deemed to have accepted that all facilities were in a good and safe condition, unless the hirer has specifically and clearly brought any defects to the notice of an authorised Council officer before the commencement of use. The fact that a Council officer has authorised the facilities to be used does not imply any warranty on the part of the Council as to the condition of the facilities. The hirer must rely on his own inspection. b. Any complaint connected with the hiring or use of any facilities must be made in writing

	<p>to the Parish Clerk or nominated officer within five working days of the problem being encountered.</p> <p>c. The team secretary/ hirer will be responsible for ensuring that all showers, heating and lighting are turned off before leaving the premises and that the accommodation is secured. It is vital that buildings are locked to prevent unauthorised access by individuals who may cause damage. Any vandalism caused as a direct result of the building being unsecured may result in the relevant team being charged or partly charged for the damage, and the facility being withdrawn from future use.</p> <p>d. All teams must ensure that the changing facilities are left in an appropriate condition and are asked to consider other users by ensuring that they are left in a clean and tidy condition. Teams failing to comply with this condition will be charged for cleaning,</p> <p>e. Regarding conditions 11 (a) (c) and (f). a maximum of two written warnings will be given, after which all facilities will be withdrawn to the team/club, and no further bookings will be accepted.</p> <p>f. In line with the Council's No Smoking policy and the Smoke free Legislation of the Health Act 2006; it is against the law to smoke anywhere within any of the changing rooms. Failure to comply with this condition will result in termination of the contract.</p>
12	<p>Football Boots (cleaning) Players must remove boots before entering the changing rooms. Under no circumstances should boots be washed in the showers or sinks. Failure to comply may result in the team being charged for resulting damage and/or withdrawal of facilities.</p>
13	<p>Use of Electrical Equipment Under no circumstances should teams use their own electrical equipment in any of the changing rooms</p>
14	<p>Goalposts & Pitch marking</p> <p>a. The Council will, at its own expense, provide the necessary goal posts, nets, corner flags and pitch markings for all football bookings.</p> <p>b. The hirer is responsible for the erection of football nets on grass pitches and there dismantling and putting into safe storage after a game.</p>
15	<p>Insurance</p> <p>a. All teams and users must have and are required to produce to the Council a policy of insurance in respect of third party liability in a sum of £5,000.000 and, in any event, the team shall indemnify the Council and its Officers and Employees against any claims which may be made against them in respect of the use of any or all of the facilities during the period of hire. Any team found not to have taken out a policy of insurance will not be allowed to continue their games until proof of insurance has been shown to the Council. (your league maybe able to provide you with confirmation of the appropriate insurance cover)</p> <p>b. Teams should submit a copy of their insurance documents with the completed application form.</p> <p>c. Failure to produce such insurance documents to the Council will result in the termination of the contact.</p>

16	<p>Safeguarding Junior and Youth teams</p> <p>All teams with under 18s are required to have:</p> <ol style="list-style-type: none"> a. A safeguarding policy (a copy of which must be supplied to the Council when applying to hire facilities) b. The relevant DBS checks for staff and coaches. c. Appropriate accredited staff and coaches.
17	<p>Season Dates</p> <p>Football Season Starts: First weekend in September Football Season Ends: Last weekend March</p> <p>Cricket Season Starts: Last weekend in April Cricket Season Ends: Last weekend August</p> <p>The start and end of season dates, during which the pitches may be used, will be fixed by the Council and no extension beyond these dates will be permitted.</p>
18	<p>Prohibited activities</p> <p>The Council does not permit the sale or supply of alcoholic liquors in its open spaces except with specific approval. The hirer/s shall take all necessary steps to observe and secure the observance of this condition, and to avoid alcohol consumption.</p>
19	<p>Behaviour</p> <ol style="list-style-type: none"> a) Disorderly conduct is not allowed in the open spaces or changing facilities. The use of foul and abusive language will also not be tolerated. b) Any members of the team found urinating/defecating within the public open space, will result in the team having the pitch and associated facilities withdrawn by the Council. c) Any players, officials or spectators who have been found to be engaging in racist, religious, sexual or homophobic abuse, harassment or intimidation may face disciplinary action by the appropriate governing body and the Council will withdraw all bookings. d) Any threatening or abusive behaviour towards members of the public or Council staff will not be tolerated and will result in immediate withdrawal of facilities by the Council.
20	<p>Parking</p> <ol style="list-style-type: none"> a. vehicles of any sort (including motorcycles) must not be parked or left on any area other than on officially designated parking areas b. or where the Council permits;
21	<p>Litter</p> <p>At the end of matches, clubs must ensure that they remove all property including litter/tape etc. from the pitch area and the changing rooms. Teams failing to comply with this condition will be charged for cleaning or have the use of the facilities withdrawn.</p>
22	<p>Public Address Systems</p> <p>The hirer must ensure that:</p> <p>If any public address equipment and/or other amplifying equipment is to be used, prior written consent must be obtained from the Council. The equipment must not cause annoyance or nuisance to the occupiers of surrounding property or to the general public.</p>

23	<p>Charging & Fund Raising</p> <ul style="list-style-type: none"> • No charge can be made by the hirer, or any other person(s) attending, watching, or taking part in any event, without having first obtained the written consent of the Parish Clerk or nominated officer. Any application for written consent must give full details of the charges to be made, and how the proceeds of the charges are to be used. • For the purposes of these conditions, a charge will be deemed to be made when: <ul style="list-style-type: none"> i) money is demanded or paid for admission to, or participation in, any event ii) programmes for an event or other goods are sold iii) a collection of money or goods is made iv) a raffle or lottery of any sort is held. v) The sale of Food & Drinks to spectators in the parks, playing fields or changing rooms without the appropriate licence is prohibited.
24	<p>Damage</p> <ol style="list-style-type: none"> a. The hirer must take all appropriate measures to ensure that no damage, either directly or indirectly, is caused to any facilities. b. The hirer agrees to pay the Council, within 14 days of receipt of a written demand, compensation for any damage caused in breach of clause 24(a). The Parish Clerk or nominated officer will reasonably assess the amount of compensation. This will be the cost of repairing the damage, together with the actual or estimated amount of income lost by the Council, as a result of damaged facilities. The decision of the Parish Clerk or nominated officer will be final.
25	<p>Hirer's Responsibility</p> <ol style="list-style-type: none"> a. The hirer must be responsible for ensuring that all those attending the activity, comply with: <ul style="list-style-type: none"> • all reasonable instructions of the authorised Council officers in charge of the facilities. • all relevant Council bylaws. • any Acts of Parliament relating to, or regulating the use of, these. • current equality and safeguarding legislation including the use of photographic or video recording equipment. b. The hirer must make suitable arrangements for the proper supervision of the activity, to ensure that his responsibilities under clause 25 are met. The hirer must take all precautions necessary to ensure that: <ul style="list-style-type: none"> • No inconvenience or annoyance is caused to: <ul style="list-style-type: none"> - users of other land or facilities belonging to the Council - owners or occupiers of neighbouring properties - the general public • No injury or damage is caused, or is reasonably likely to be caused to: <ul style="list-style-type: none"> - people using the facilities - the users of other land or facilities belonging to the Council - owners or occupiers of neighbouring properties - the general public - any personal property

	<p>c. The Parish Clerk or nominated officer will decide whether the requirements of clause 11 of this clause have been complied with.</p>
26	<p>Correspondence</p> <p>Any correspondence sent to the hirer via email or post will be deemed to be received. The hirer is responsible for notifying the Parish Clerk or nominated officer in writing of any change of home or email address. The Council accepts no liability or responsibility for any loss or damage arising from failure to comply with this condition.</p>
27.	<p>Council Liability & Responsibility Waiver</p> <p>a. The Council accepts no responsibility or liability for any damage or injury that may occur to:</p> <ul style="list-style-type: none"> • the hirer • anyone using the facilities • any property of the hirer or anyone using the facilities. • any property or equipment stored at the sites or in the pavilions. • the operation or maintenance or any equipment which is provided by third parties and are not owned by the Council. e.g. defibrillators. <p>This also covers the loss of any property belonging to anyone, except where the accident, damage, injury or loss has been caused through the negligence or act of the Council, or a Council officer in the course of their employment.</p> <p>It is strongly recommended that valuables are not left in changing rooms or on pitches.</p> <p>b. The hirer must ensure that the contents of clause 27(a) of this clause are brought to the attention of everyone using the facilities. Anyone using the facilities will be deemed to do so at their own risk, waiving all rights (if any) to claims against the Council in respect of any accident, damage, injury or loss for which the Council refutes any responsibility or liability under clause 27(a).</p> <p>c. The hirer agrees to indemnify, and keep indemnified, the Council against all proceedings, claims, costs, expenses and liabilities in respect of:</p> <ul style="list-style-type: none"> • any injury (whether fatal or otherwise) to anyone (whether using the facilities or not); and/or • any loss of, or damage to the property of anyone (whether using the facilities or not) arising from, or caused by, the hire of the facilities by the hirer. <p>d. The hirer must obtain Public Liability insurance cover in order to protect themselves from any liabilities that may arise out of the activity and/or the indemnity given to the Council pursuant to clause 27(c) above.</p>
28	<p>Council Rights</p> <p>a. The Council reserves the right for any of its authorised officers to enter the hired facilities at any time to ensure the conditions of hire are being complied with.</p> <p>b. If an officer on visiting the hired facilities reasonably believes:</p> <ul style="list-style-type: none"> • the hirer has not taken, or is not taking, the action necessary to fulfil his responsibilities under clause 25 or

	<ul style="list-style-type: none"> • any action has been taken, or is being taken, in connection with the activity for which the prior written consent of the Parish Clerk or nominated officer is required under the terms of these conditions, and that prior written consent has not been obtained <p>then that officer, at their discretion, may either require the hirer to take any necessary action, or cancel that booking and require the hirer and everyone using the facilities to vacate them immediately. No fees are refundable to the hirer by the Council, in respect of a booking cancelled in this way.</p>
29	<p>The Council enters into this hiring agreement only in its capacity as the owner and manager of the hired land. No action taken by the Council or one of its authorised officers under the terms of such an agreement will be deemed to be a waiver, or in any way limit the Council's rights, duties or powers as a local authority. If the written consent of the Parish Clerk is required, and is given to any action, this consent will not be deemed to be formal approval of the action from the Council for the purposes of any statute or regulation, unless it is expressly stated to be so.</p>

Adopted By Bursledon Parish Council 24 July 2019