

# MID SUSSEX DISTRICT COUNCIL

## CONDITIONS OF HIRE

### HIRE OF AN OUTDOOR SPORTS FACILITY

#### **1. APPLICATION FORM**

All applications for the hire of outdoor sports facilities must be made in writing on the Council's official application form and forwarded to the Council's offices at Oaklands. The Council reserves the right to refuse any application. If the Council accepts the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges and for the strict observance of these Conditions of Hire.

#### **2. HIRE SESSION**

A hire session is defined as a period of four (4) hours. Three (3) hire sessions are available each day between the following hours:

- 0900 – 1300 Morning Session
- 1300 – 1700 Afternoon Session
- 1700 – 2100 Evening Session

The number of matches permitted on the same pitch in one day will be determined by the Council at its absolute discretion dependent upon pitch conditions.

#### **3. FEES AND CHARGES**

All fees and charges for hire of outdoor sports facilities are contained in the current Mid Sussex District Council charges booklet. All fees and charges are levied according to the rate applicable on the date of the hire session and not the date of making or confirming an application for hire.

#### **4. PAYMENT OF FEES AND CHARGES**

Payment of all approved fees and charges due MUST be made prior to the date and time of the booked session. The hirer shall pay such approved fees and charges within fourteen days of the receipt of the Council's official account, or by the stated payment date. Non payment of fees and charges due by the hirer seven (7) days preceding the date of the hire session, will render the hire session subject to cancellation by the Council, at the Council's discretion.

Payment of the official account for all bookings shall be made by crossed cheque made payable to Mid Sussex District Council and forwarded to the Council at any of the venues stated on the official account. No cash payments will be accepted unless by prior arrangement with the Council. The hirer shall pay the Council the approved fees and charges for the hire of the facilities irrespective of whether the hirer utilises the whole, or any part, of the period of hire as specified on the official account.

Should a booking be made less than 28 days prior to the date of the booked session payment must accompany the application form.

#### **5. DEFINITION OF USER TYPE**

##### **A. Regular Hirer**

A regular hirer is defined as any Society, Association, Club individual or other organisation, who makes bookings for ten (10) or more hire sessions at one time at the same venue within any one activity season. Regular Hirers are entitled to a preference booking of the relevant venue over Occasional Hirers.

##### **B. Occasional Hirer**

An occasional hirer is defined as any individual, Society, Association, club or other body or organisation or individual who makes bookings or less than ten (10) sessions within any one activity season.

## **6. DEFINITION OF STATUS OF HIRER**

### **A. Full Rate**

A hirer is defined as Full Rate if ANY members and/or players are aged 17 years and over.

### **B. Discounted Rate**

A hirer is defined as Discounted Rate if ALL members and/or players are aged under 17 years or are students, unemployed, senior citizens, single parent families on supplementary income or registered disabled.

## **7. DEFINITION OF ACTIVITY SEASONS**

Activity seasons are set by the Council and may be adjusted as required according to prevailing ground and weather conditions. The Council will publish a list of site and sport specific Summer and Winter Season Dates each year.

## **8. PERIOD OF HIRE AND SURCHARGE**

The hirer must adhere to the times of hire as stated on the official account and must ensure that the facilities are vacated on or before the end of the hire session. Should the time of hire be exceeded, the Council reserves the right to levy a surcharge not exceeding the session hire charge for the activity previously booked, with a minimum of one session charged and any additional staffing costs.

## **9. CANCELLATION**

The decision of the Council on the fitness of a facility for play, or otherwise, is final and whenever possible, notification of cancellation will be conveyed to the hirer/club (or league) not later than 5.00pm on the day prior to the hire session.

### **A. REGULAR HIRER**

Where the session is cancelled by:

- (i) the District Council
- (ii) a bona fide league referee/official
- (iii) a club official

1) due to adverse weather and ground conditions the hirer may then be offered alternative dates and session times (subject to availability) or credit against future bookings. In the case of (ii) and (iii) above, the District Council must receive written notification of such cancellation; signed by the referee/official or club official; within three working days after the date of the cancelled session. If no such notification is received as aforesaid then no credit or alternative session time will be offered.

2) Where a session is cancelled by the hirer for any reason other than stated in paragraph 9A1, written notice must be received by the Council no fewer than 48 hours prior to the date of the booked session before a refund/credit can be considered. No refunds will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled booking.

### **B. OCCASIONAL HIRER**

Occasional hirers will be eligible for refunds of fees and charges paid for any hire sessions cancelled by:

- (i) the District Council
- (ii) a bona fide league referee/official
- (iii) a club official

1) due to adverse weather and ground conditions the hirer/club will then be entitled to either a refund to the value of the amount paid for the cancelled hire session or an alternative date and session time for the activity, subject to availability. In the case of (ii) and (iii) above, the Council must receive written notification of such cancellation; signed by the referee/official or club official; within three working days after the date of the hire session. If no such notification is received as aforesaid then no refund or an alternative date and session time will be offered.

2) where a session is cancelled by the hirer for any other reason than stipulated in paragraph 9B1, written notice must be received by the Council no fewer than 14 days prior to the date of the booked session before a refund/credit can be considered. No refund/credit will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled booking.

## **10. TRAINING**

All training sessions held on Council land must be booked through the District Council using the appropriate application form and must be restricted to off pitch locations. Training will not be permitted on any ground under repair.

## **11. SUB LETTING**

The hirer shall not sublet or assign the benefit of any permission granted by the Council to use an outdoor sports facility, without the prior written approval of the Council.

## **12. INDEMNITY AND INSURANCE**

The hirer shall indemnify the Council and keep the Council fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered/incurred by the Council arising directly or indirectly out of:

(a) any act, omission or negligence of the hirer or any persons at the premises expressly or impliedly with the hirers' authority or

(b) any breach or non-observance by the hirer of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees.

In addition, all REGULAR hirers shall obtain a policy of insurance against third party risks/public liability with cover provided for the minimum value of £5 million. A copy of the valid insurance certificate must accompany the application form or be received by the Council not less than 28 days prior to the date of the first hire session, except in circumstances approved by the Council.

## **14. RIGHT OF ENTRY**

The hirer acknowledges the right of the Council and its duly authorised officers and servants to enter upon the facility at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained.

## **15. GOOD ORDER**

The hirer shall be responsible for good order being kept throughout the period of the hiring. The Council may charge the hirer for any expenses incurred in engaging the Police or other security personnel to preserve order prior to, during or after the period of the hire.

## **16. PROHIBITION OF HIRING**

Should the Council be of the opinion that the hiring is likely to prove of an objectionable or undesirable character, they shall have full power to cancel the hiring and return any money paid by the hirer, but in that event the Council shall not be liable to pay any compensation to any person in respect of that cancellation.

## **17. UNLAWFUL OR ILLEGAL ACTIVITIES**

The hirer shall not cause or permit any hired facility to be used for any unlawful or illegal activity. If it appears to the Council likely that such activity will take place during the proposed hiring, the Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited. The Council reserves the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.

## **18. UNDESIRABLE SUBSTANCES & SMOKING**

No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written authorisation of the Council. Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include all Sports Pavilions and any other enclosed temporary structures such as a marquee with a ceiling and more than 50% walls.

## **19. MARKING OUT**

The District Council undertakes to maintain line markings for all outdoor sports activity areas within the basic charge for that activity.

## **20. HIRERS' EQUIPMENT**

Hirers' equipment or property may only be stored with the prior written consent of the District Council. Any such property shall be stored entirely at the risk of the owner and the District Council shall not accept responsibility for any loss of (or damage to) any equipment or property stored.

The hirer may not bring portable electrical equipment to the premises without first obtaining the written permission of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector. The hirer may not hold or store controlled substances or other chemical agents on the premises without the written permission of the Council. In order to obtain this permission the hirer must provide all relevant information about the substance (e.g. COSHH Data Sheets, Risk Assessments etc.).

## **21. EQUIPMENT PROVIDED BY THE COUNCIL**

### **Pitches**

In addition to the marked playing area, the Council will provide basic equipment for the following sports. For Football the Council shall provide fully equipped goalposts, nets, pegs and corner markers. For Rugby the Council shall provide goalposts, post protectors and corner markers. The Council shall provide boundary markers for Cricket and Stoolball.

### **Pavilions**

The Council will provide basic necessary equipment for the operation of the premises and any associated sporting activities (e.g. a scoreboard). Pavilion kitchens (where provided at the Council's discretion) will not contain crockery or cutlery. All electrical equipment provided by the Council will be tested by an Electrical Contractor employed by the District Council. Where the premises has a social area, the amount of furniture supplied by the Council will be commensurate with the size of the room. It is the responsibility of the hirer to report any damage to or loss of any equipment provided by the Council. Basic cleaning equipment (excluding cleaning products or chemicals) will be provided in all pavilions. Where an external bin is provided by the Council, it is the hirers' responsibility to make use of it and remove rubbish from the internal bins. If waste generated by the hiring exceeds the capacity of the bin(s) provided it is the responsibility of the hirer to remove it from the site. The hirer will be responsible for any costs to the Council for removing excess waste from the site generated in connection with the hiring.

## **22. GROUND REINSTATEMENT**

The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any damage to the Council on the first working day following the booking.

## **23. TEMPORARY CLOSURE**

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer agrees that the District Council shall not be liable for any loss or claims arising from such closure.

## **24. PAVILION HIRE**

Where the Council provides a Pavilion for sports bookings, changing rooms, toilets and showers will be provided for the associated Hire Charge. Hirers must advise the Council of any disabled access requirements. Ancillary facilities such as kitchens or social areas (where available) are provided entirely at the Council's discretion and may be subject to an additional charge. Where the hire of an outdoor sports facility includes the hire of a pavilion, the hirer will also be responsible for:

(a) The conduct of all users of the pavilion facilities hired under the authority of the hirer during the hire session.

(b) Basic, necessary cleaning of pavilion facilities hired at the end of each hire session using the equipment provided by the District Council. All Pavilion facilities are to be left in a clean and tidy condition by the hirer. Where pavilion facilities are not left in a clean and tidy condition, the District Council reserves its absolute right to employ such cleaning resources as may be required and to recharge the full cost of such resources to the hirer. If an item of cleaning equipment is found to be missing as a result of negligence on the hirer behalf then it is the hirers' responsibility to replace the item immediately.

(c) Ensuring that the pavilion building is secured at the end of each hire session with particular reference to: the return of keys, the securing of all doors and windows, all lights, and where applicable, heating to be switched off, all showers and taps to be turned off, all equipment to be secured and all furniture to be secured in an appropriate storage area and left in a clean and tidy condition.

(d) Reporting all damage occurring to any pavilion or facility during each hire period to the District Council on the first working day following the hiring. Where the damage has been caused as a result of negligence on the hirers' behalf, the District Council reserves its absolute right to employ such resources as may be required to repair pavilion facilities and to recharge the full cost of such resources to the hirer.

(e) All keys issued by the District Council in connection with each hire session are to be collected from approved Council Offices, prior to the first hire session and returned as instructed by the District Council at the time of collection. The hirer will be required to pay for the replacement of any keys not returned.

## **25. CATERING & FOOD HYGIENE**

Under Food Hygiene Regulations, kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities for catering purposes, the hirer is responsible for food safety and hygiene. Any hirer wishing to provide catering to the public on Council premises must hold a valid Basic Food Hygiene Certificate, the Council must be provided with a copy of this certificate. The Council will not be held responsible or liable for the hygiene of any food prepared on or off the premises in connection with a booking.

## **26. CAR PARKING**

The hirer shall be responsible for the control of all motor vehicles within the grounds of the premises in relation to their specific facility hire. Vehicles must be parked only in designated parking areas. The parking of vehicles on grass without the written authorisation of the District Council is prohibited and is an offence under the District Council's bylaws, which on summary conviction carries a fine not exceeding £100. Under no circumstances will the District Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.

## **27. BYLAWS AND STATUTORY REQUIREMENTS**

The hirer must comply at all times with all bylaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities. The hirer is responsible for obtaining any relevant statutory licences in relation to their organised activities during the hire period.

## **28. LIMIT OF ADMISSION**

Where the nature of the hiring so requires, the number of persons to be admitted by the hirer shall be in accordance with the Fire Officer's recommendations and shall be brought to the attention of the hirer/club at the time of hiring. The hirer, if specifically requested to do so, shall keep a record of the number of persons admitted, to be available for inspection.

## **29. RIGHT OF ADMISSION**

Notwithstanding any contractual agreement with the hirer, the District Council reserves the right at its absolute discretion to refuse, or direct the hirer to refuse, admission of or to evict any person or persons from the facility. The District Council shall not be liable to pay compensation to the hirer arising out of this clause.

## **30. PUBLIC ACCESS**

The public must not be prevented from having free access to all other areas of the sports or recreation ground without the written consent of the District Council.

## **31. PUBLICITY MATERIAL**

The hirer shall not use the outdoor sports facility for any purpose other than the purpose stated on the application form and approved in advance by the Council. All publicity produced in connection with a hiring must be approved by the Council before being issued for display.

## **32. FLY-POSTING**

Advertising by means of fly-posting relating to the proposed hiring of an outdoor sports facility is strictly prohibited. Any advertising material affixed to property without the owner's consent will result in prosecution by this District Council.

## **33. BROADCASTING OR FILMING**

No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent, in writing, from the District Council. Applications for such consent are to be made at least twenty eight (28) days before the date of the proposed recording or transmission.

## **34. HAWKERS AND VENDORS**

No hawker, vendor, collector or canvasser shall be admitted to the facility without the written authorisation of the Council.

## **35. GAMBLING**

No sweepstakes, raffle or other form of lottery shall be promoted, conducted or held on the facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Council, and the relevant statutory licence of permit has been obtained.

## **36. CHILD PROTECTION**

All hirers of outdoor facilities should seek to publish and adhere to a Child Protection Policy, a copy of which must be provided to the Council.

## **37. CONSENTS**

Any consents or approval by the District Council under these conditions shall be given in writing by (or on behalf of) The Head of Outdoor Business (Environment).

## **38. SPECIAL CONDITIONS**

The District Council reserves the right to modify any of these conditions, or to further impose conditions where the District Council considers necessary.