



Parish Council

GENERAL CONDITIONS OF HIRE

The Hirer, or visitor takes full responsibility for their own actions and the actions of their group members whilst using the facility and do not hold **The Organisation** liable for the misuse or disregard of the Terms / Conditions & Guidelines that are in place.

The Hirer (or members of its group) or Visitors must not enter the facility if they are showing signs or displaying symptoms of Covid-19.

The Hirer (Club) is responsible for appointing their own Covid safety officer and abiding by all FA Covid regulations in place or that may come in to force.

Key Points:

- All rubbish brought on to site must be disposed of properly or taken home.
- Failure to leave the site in an acceptable condition could result in a fine or future match suspension.
- Facilities must be left secure with electrical and mechanical items switched off (e.g. lights, heating & taps).
- Hand sanitisers will be prominently located, please make use of these, and wash your hands regularly.
- Relevant Information & Signage will be displayed throughout the facilities and must be adhered too.
- Failure to comply with any of these terms will result in immediate termination of the booking / use and removal from site.
- CSNPC will not be held liable for any act of personal negligence if these terms are breached.

1. Definitions & Interpretations

The **'Parish'** refers to The Central Swindon North Parish Council, or any person or persons appointed to act on the behalf of the Parish.

The **'Representative'** means any person or persons appointed to act on behalf of the Club.

The **'Hirer'** means the person or organisation hiring any part of the facilities and shall include any person or persons purporting to act on behalf of such Hirer. No person under the age of 18 years will be accepted as a Hirer.

'Booking Period' means the period of time reserved for the Hirer.

'Period of Hire' means the period during which booked periods have been reserved for the Hirer.

2. Application

- a. Agreement for use of the Mannington Recreation, Sevenfields Recreation, Southbrook Recreation, Moredon Recreation and Pembroke Gardens are subject to a signed 'Condition of Hire Agreement'.

- b. Charges for use of the facility must be paid in accordance with the terms of this policy and by arrangement with Central Swindon North Parish Estates Manager.
- c. A signed Conditions of Hire is conclusive evidence that the Hirer accepts these conditions.
- d. The right to accept or refuse an event is at the discretion of the Estates Manager. If an event is refused, all monies paid for the event will be refunded within 7 days.

3. Match Day

The Parish Council may declare a pitch being unfit for play following a weekly inspection and will inform the Club / Hirer of any cancellations. On match day, the Club Representative and / or Referee may also declare the pitch as being unfit for play. In such cases, the Club Representative must submit written confirmation to the Parish Council by 12 noon on the following Monday for any pitch being declared unfit for play.

In addition, the following responsibilities will be undertaken:

The Parish Council will:

- Agree to not hire out, nor 'under' hire a facility to any other person(s) or organisation(s) where the Hirer has signed a valid 'Hire Agreement' and booked and paid for their 'Period of Hire'.
- Ensure that grass cutting, line marking of (at minimum) the external pitch perimeter and cross lines, and all other pitch maintenance work are carried out in
- Provide and erect compliant goal posts at the start of the playing session and be responsible for their condition.
- accordance with a standard maintenance program.
- Provide keys / key-codes to enable secure access to the building facility throughout the 'Period of Hire'.
- Ensure the building is compliant and remains fit for use throughout the duration of the 'Period of Hire'.
- When reported by the Hirer, carry out necessary repair work promptly.
- Continual review both internal and external facilities and look to make improvements where feasible and practicable to do so.
- In case of annual facility hire, agree to review the contract two calendar months before the lapse of the contract.

The Hirer will:

- Provide a Representative at the site as required to be responsible for the unlocking of the changing rooms and the issuing of the keys / key-codes to the teams on arrival.
- Remain responsible for their own equipment.
- Make the necessary arrangements (where required) to store any equipment and under no circumstances hold the Parish Council liable for this storage or its contents.
- Inform the Parish Council of match day events, where the use of the facility for any other activities will be unavailable.

- Brush out the changing rooms immediately after use and turn off all water / lighting etc.
- Be responsible for the safe keeping and return of any keys issued for the facility at the end of the hire period
- Ensure confidentiality over any assigned key-codes
- Ensure that all doors, windows, gates, barriers etc are always kept secure during the match and locked upon vacating the facilities.
- That both internal & external facilities are left clean, tidy and that all rubbish is removed or placed in bins provided.
- That the grounds and changing rooms are vacated no later than 30 mins after the booking period.
- Report any concerns with the facilities to estates@centralswindonnorth-pc.gov.uk

Please note that Hirer may be charged the cost of replacing any keys, locks, or equipment that is damaged or lost.

Failure to leave the changing accommodation in an acceptable condition or clear rubbish at the end of the booking period may result in a fine or future bookings being refused.

4. Hirer Responsibilities

The Hirer on whose behalf he/she contracts will also be responsible for the following:

- (a) Supervision, safety, control, stewarding, admission and removal of all those attending the hiring. The Hirer shall provide a sufficient number of adequately qualified persons to carry out these responsibilities.
- (b) Hirers shall indemnify the Parish Council from and against any claim for damages costs or expenses which may be made against the Parish Council in respect of any personal injury, death or loss of or damage to property sustained by any person and occurring during or in consequence of the hiring and which shall arise from any act or omission by the hirer or persons using the facilities as a result of hiring.
- (c) Without prejudice to the generality of the foregoing indemnity, the Hirer shall obtain a policy of third-party insurance to the minimum level of cover of £10m.
- (d) Pay the Parish Council on demand the cost of repairing or making good any loss or damage over and above normal wear and tear arising from negligence of the Hirer or any member of the hiring group to the premises or equipment arising out of or incidental to the hiring.
- (e) Conduct the hiring in a safe and orderly manner in accordance with any relevant bye-laws, regulations, licenses, the conditions of hire (the contents of which the hirer shall be deemed to be aware) and only for the purpose stated on the application form signed by the Hirer.
- (f) Ensuring that no exits or fire exits from or within the facility are blocked, inside or outside and that no chairs or obstacles are placed in the corridors or access areas to emergency exits and that fire appliances are not removed or tampered with.

- (g) Provide proof that they are a properly constituted organisation to the satisfaction of the Parish Council.
- (h) Vehicles are to be parked in the designated car parking areas only. Under no circumstances are vehicles to be parked on access roads, in disabled parking bays (if any) or on any grassed areas.
- (i) The Hirer shall not use the facility for any other purpose than the activities specified and shall ensure that all activities are conducted in an orderly and lawful manner.
- (j) The Hirer shall not sublet the facility or any part thereof without the written permission of the Parish Council.
- (k) The Hirer shall ensure that all users of the facility under or by virtue of the hiring comply with the general regulations of the facility (which shall be deemed to be incorporated in these conditions) and the Hirer shall be liable to the Parish Council for any breach thereof or of these conditions as if such breach has been committed by the Hirer.

5. Cancellation of Pitch Booking

(a) The Parish Council

- (i) The Parish Council reserves the right to refuse any application or to cancel or terminate any booking with or without notice at any time whatsoever without being bound to give any reason for doing so. However, The Parish Council will, where possible, consult with the hirer beforehand and offer alternative arrangements if available.
- (ii) Any hire charge paid in respect of the hiring which is cancelled by the Parish Council will be refunded to the Hirer with the exception of a cancellation arising through failure of the Hirer to comply with the Terms and Conditions of Hire.
- (iii) The Parish Council shall not be liable for breach of contract or for any expenditure incurred or loss sustained, directly by the Hirer as a result of refusal, cancellation or termination. In the case of cancellation by the Parish Council arising from the Hirer failing to comply with the conditions of hire, the full charge for the booking will be made.
- (iv) The Estates Manager may cancel the booking by written notice to the Hirer at any time before the date of hire if the Booking Officer becomes aware that any event, good or service proposed to be held or provided by the Hirer is objectionable, dangerous, is prohibited by law or would be otherwise be detrimental to the Parish.

(b) The Hirer

- (i) The Hirer may cancel it's a 'booked period' with not less than 7 days' notice in writing.
- (ii) Should the Hirer give required notice to cancel a 'booking period', then a 100% refund of the Booking Period will be given.
- (iii) No refund will be given for bookings cancelled with less than 3 days' notice.
- (iv) The Estates Manager may cancel a 'booked period' at any time due to unforeseen circumstances. i.e. the pitch condition deemed unplayable. In the event of a cancellation, a full refund of the booking period will be given to the Hirer.

6. Hirer's Liability

- a. The Hirer must not do or allow to be done on or in relation to the facility anything which may or does cause damage.
- b. Nothing is to be attached to the walls, floors, curtains or any part of the building or external space, nor shall signs, scenery etc be erected without the express permission of the Parish.
- c. Should the Parish feel the need to charge a bond, they may do so any anytime. The bond will not be charged at more than £250.00 and this bond will be refunded in full provided that no damage is done to the facility, and the surrounding property is left clean and tidy and free from damage.
- d. Should any damage occur, the Estates Manager's assessment shall be final.
- e. Should the Hirer lose the keys and replacement locks be necessary, liability for this cost will rest with the Hirer.

7. Payment & Refunds

Singular facility booking must be made in advance to the Parish.

Payments for singular bookings can be made via Bank Transfer, Card, Cash or Cheque at the time of booking. Please telephone on 01793 466499 with the necessary details to identify the club and the usage it is intended for.

An annual facility hire charge must be paid in advance of use. The annual payment can be made in 12 equal monthly instalments via bacs payment. Monthly payments must be received by the 4th of each concurring month.

Hire charges will be in accordance with the current charges laid down by the Parish Council. The Parish Council reserves the right to vary the charges. Confirmation of booking is sent on receipt of the completed booking form and payment.

The fees in respect of the hire of pitches are exempt of VAT for block bookings ONLY (10 or more).

The fees for such bookings are not refundable under any circumstances, but cancellations by the Parish Council may be credited but such credit must be used within the playing season for which the hire fee has been charged. It is the responsibility of the club to claim any credit(s). Registered Charities do not incur VAT and registration must be confirmed at the beginning of the season.

8. Disputes

- a. In the case of any disputes arising, the decision of the Parish will be final.

9. Condition of the Facility

- a. The Parish makes no warranty or representation to the Hirer about the condition of the Facility or its suitability for the Hirer's purpose.
- b. The Hirer acknowledged that they have inspected the Facility and warrants that its suitable for the Hirer's purpose.
- c. The Parish acknowledges its responsibility to repair all maintenance issues reported in a timely manner, and or make improvements to the facility where possible to do so, in line with that approved by the Parish committee representatives.
- d. The condition of the facility should be left in the same condition as the Hirer found it noting:
 - All rubbish is to be removed from the facility or disposed of in bins provided.
 - Changing rooms & toilets are to be left clean and swept.
 - Lights and Heaters are to be switched off.
 - All external doors, gates, padlocks are to be locked and left secure.

10. Use of the Facility General

- a. The Hirer must not breach any of these Conditions of Hire.
- b. Use of the Facility by the Hirer is at the risk of the Hirer at all times.
- c. The Parish will not be responsible for the acts or omissions of contractors. engaged by the Hirer. It is recommended that Hirer ensures all contractors have public liability insurance.
- d. No sales of any kind are permitted without prior approval.
- e. The Club must ensure that all their members are made aware that the Parish Council shall not be liable for any person using Parish or Council premises however such injury, loss or damage may be caused.
- f. Persons authorized by the Estates Manager shall at all times be entitled to free access to all parts of the building.

- g. The Hirer is aware that the facility is in a residential area and that all persons attending the Facility must refrain from any behavior which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.
- h. The Hirer of the facility and guests are confined to the Facility and its accompanying amenities, this does not extend to any other property owned by the Parish.
- i. Guests are asked to park in the facilities car park. Parking on the lawn or nature strip is not permitted.
- j. The Parish accepts no response or liability to loss or damage of any cars left on the Parish grounds.
- k. The Parish accepts no responsibility for loss or damage to private property left in the Facility or on site.

11. Kitchen Facilities

- a. If Kitchen facilities are to be used, any appliances used must be left in a clean and tidy condition.
- b. No food or drink may be left in the Facility and/or accompanying amenities.
- c. All rubbish must be removed from the Facility and placed in the appropriate bins or taken off site. Failure to do so may result in a fine or future bookings being refused.
- d. All appliances must be left switched off.

12. Planned Activities/Entertainment

- a. Any planned activities or entertainment must be submitted for approval prior to the hiring period.
- b. Entertainment that is not in keeping with the values and standards of the Parish will not be permitted.
- c. Noise must be contained within the requirements of the council. Music is not permitted to be played without prior agreement.
- d. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for planned activities.

13. Alcohol

- a. Under no circumstances shall alcohol be consumed or sold on site unless prior agreement is made with the Parish.

14. Smoking

- a. Smoking is not permitted inside or within the immediate vicinity of the changing facilities.

15. General Conditions

(a) Hirers Rights

The Hirer is entitled to exclusive use of the hired facility. The Hirer is also entitled to use of changing accommodation and corridors within the premises for access to and egress from the hire area. These rights are not transferable.

(b) Broadcasting Rights

Broadcasting (sound or television) filming or photographic rights cannot be exercised without prior written consent of the Parish Council.

(c) Notice and Sale

The Hirer shall not fix or cause to be fixed to the premises, or any boundary walls, any notice or poster or arrange the sale of, or the advertisement of any goods or items, without prior written consent of the Parish Council. Fly posting is not permitted.

(d) Refreshments

The Hirer shall not provide refreshments or cooking facilities without the written consent of the Parish Council.

(e) Rights Of Removal & Admission

The Parish Council retains the right to remove and eject, or direct the Hirer to do so, any person who in the opinion of the Parish Council or any of its officers is causing a disturbance, contravening the conditions of hire or acting in a dangerous manner during the hiring. The Parish Council also retains the right to refuse admission. The Parish Council reserves the right to halt or terminate the hiring prior to its completion in an emergency or if the Conditions of Hire are contravened.

(f) Equipment

The Hirer shall not bring or cause to be brought any equipment on to the premises without the written permission of the Parish Council.

(g) Breach of Regulations

If any booked period of hire is cancelled or terminated by the Parish Council as a result of a breach of these conditions (as to which the decision of the Parish Council's head of Estates management is final) the Hirer shall remain liable for the charges due up to that time, but without prejudice to any claim which the Parish Council may have against him/her arising out of such a breach or otherwise.

(h) Supply of Information

The Hirer shall, if so requested, supply to the Parish Council the names and addresses of persons taking up any booked period under the hiring and the age of any of them who are minors.

These conditions of hire are subject to annual review.

Please sign and return a copy of the 'Hire Agreement', confirming receipt of these 'Conditions of Hire' to:

Date	
Name	
Signed	
Club	

**Central Swindon North Parish Council, Pinetrees Community Centre, The Circle,
Swindon, Wiltshire SN2 1QR**