

BASINGSTOKE AND DEANE BOROUGH COUNCIL

**CONDITIONS RELATING TO THE HIRE OF OUTDOOR SPORTING
AND OTHER RECREATIONAL FACILITIES AND PUBLIC OPEN
SPACES**

1. DEFINITIONS

1.1 In these conditions:

'Agreement' means a hiring agreement entered into by the Council (1) and an Organisation ('the Hirer') (2) to hire the Facilities subject to these conditions;

'Applicable Laws' means all applicable laws, statutes, regulations including (without limitation) any licensing, food hygiene, public liability, health and safety regulations, the rules of the Facilities and other applicable guidelines from time to time in force

'Attendants' means people invited, allowed or required by the Hirer or anyone else to attend, watch or take part in any Event at the Facilities.

'Council' means Basingstoke and Deane Borough Council;

'Event' means the function, sports fixture or other occasion held at the Facilities;

'Facility or Facilities' means all property of, or under the control or management of, the Council, which may be the subject of an Agreement, and includes sports pitches and sports facilities, other equipment, public open space and other land;

'Head of Borough Development and Implementations' means the current Head of Borough Development and Implementations of the Council or any other officer nominated to act in their place to administer the bookings of outdoor sporting and other recreational facilities and public open spaces. They will liaise as necessary with other Council heads of service with responsibility for the provision of facilities for sports and Events use in order to carry out the functions set out in these conditions;

'Hire' means the use of Facilities by an Agreement with the Council;

'Hirer' means the person(s) entering into the Agreement with the Council;

'Organisation' means any applicable club/association or other incorporated organisation related to these conditions;

- 1.2 A reference to statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.3 Any terms following the terms including, include, in particular, for example any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to writing or written includes emails.

2. CONDITIONS

- 2.1 These conditions apply to the hire of the Facilities and the Hirer confirms that they will comply with these conditions.
- 2.2 An application for hire must be made using the application form supplied by the Council and forwarded to the Head of Borough Development and Implementation.

- (a) The person signing the application form will be deemed to be the Hirer and will be responsible for complying with the terms and conditions of the Agreement.

Where a legally constituted Organisation proposes to enter into an Agreement, the application form should be signed by a person duly authorised by the Organisation. Current trustees of the Organisation will also be deemed to be the Hirer and they will all be jointly and severally liable under the Agreement.

- (b) Where the Hirer is an individual, the Hirer must be over 18 years of age.
- (c) Consent to hire Facilities will only come into existence when:
- i) An application has been submitted to the Head of Borough Development and Implementation in accordance with these conditions;
 - ii) The Head of Borough Development and Implementation has accepted the application and the Hirer has received written notice; and
 - iii) All the correct documents and payments have been received.
- (d) The Council reserves the right to vary, alter or revise any of these conditions. Written notice must be provided by the Head of Borough Development and Implementation. This right will not be used to alter the conditions of a booking that has already been accepted and paid for. However, if a booking has been accepted but full payment has not been received, the Council has the right unto alter the charges due.
- (e) The Agreement will give the Hirer the right to use the relevant facilities. 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 Council result in the Agreement being forthwith terminated or temporarily suspended.

3. CHARGES

- (a) The Hirer must pay the Council the charges stated in the Agreement for hiring any Facilities or land within 14 days of receipt of an invoice.
- (b) 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.
- (c) The Council may request a damage deposit from the Hirer, in addition to the charges payable under clause 3 (a). This deposit will be repaid to the Hirer after the Event(s), subject to the Council's right to retain part or all of this deposit under the terms of these conditions.

4. PAYMENT

4.1 Deposits and hire fees must be paid to Basingstoke and Deane Borough Council, Civic Offices, London Road, Basingstoke, RG21 4AH. Cheques and postal orders must be made payable to Basingstoke and Deane Borough Council. Only the Council's official receipt form will be accepted as evidence of payment.

(a) The Council reserves the right to cancel bookings and, without notice, to terminate or temporarily suspend the use of the Facilities if, it is in the reasonable opinion of the officer in charge of the Facilities that the following applies:

- the Facilities are unfit or not available for use; or
- the Facilities are required for any other purpose.

This right will not be exercised unreasonably.

(b) The Council reserves the right to refuse bookings on a permanent or temporary basis, cancel bookings, or to attach additional conditions to the hiring of any facilities, if the Council has reason to believe that the person concerned:

- is in any way responsible for deliberate or negligent damage caused to the Facilities; or
- owes money to the Council as a result of, or in connection with, a previous hiring of the Facilities; or
- is in breach of any other provision of these conditions or has been in breach of conditions relating to any previous hiring of the Facilities.

(c) The Council reserves the right to cancel any booking for which payment has not been received by the specified date under clause 3(a).

5. CANCELLATIONS

(a) If the Council cancels under the provisions of clause 4(a), any bookings previously accepted, all fees and/or deposits will be refunded.

- (b) If the Council cancels under the provisions of clause 4(b), any bookings previously accepted, and then any refund of fees and/or deposit previously paid will be decided by the Head of Borough Development and Implementation.
- (c) If the Hirer cancels any bookings, the Council will not usually refund any deposits or fees. The repayment of deposits or fees in any particular case will be at the discretion of the Head of Borough Development and Implementation.

6. HIRER'S RESPONSIBILITIES

- (a) The Hirer must, and be responsible for ensuring that all those attending the Event, comply with:
- all reasonable instructions of the authorised council officers in charge of the Facilities;
 - and all relevant council bylaws; and
 - all Applicable Laws relating to, or regulating the use of, such facilities.
- (b) The Hirer must make suitable arrangements for the proper supervision of the Event, to ensure that his responsibilities under clause 6 (a) are met. The Hirer must take all precautions necessary to ensure that no inconvenience or annoyance is caused to:
- users of other land or Facilities belonging to the Council;
 - owners or occupiers of neighbouring properties;
 - the general public.
- (c) The Hirer must ensure that no injury or damage is caused, or is reasonably likely to be caused to:
- Attendants of the Events;
 - users of other land or Facilities belonging to the Council;
 - owners or occupiers of neighbouring properties;
 - the general public; or
 - any personal property.
- (d) The Head of Borough Development and Implementation will decide whether the requirements of clauses 6 (a), (b) and (c) of this clause have been complied with.

7. FURTHER CONDITIONS RELATING TO USE OF THE LAND

Written consent must be obtained from the Council before:

- (a) erecting, or allowing the erection of, any marquee, tent or other structure on any part of the hired Facilities;
- (b) carrying out, or allowing to be carried out, any repair work, maintenance or alteration to any Facilities;

- (c) allowing vehicles of any sort (including motorcycles) to be parked or left on facilities (including grassed areas), other than on official designated car park areas, or where the Council permits;
- (d) using, or allowing the use of, any public address equipment and/or other amplifying equipment. Where written consent is given, the equipment must not cause annoyance or nuisance to the occupiers of surrounding property or to the general public.

8. REQUIREMENT FOR HIRER TO COMPLETE AN APPLICATION

- (a) Prior to entering into an Agreement, the Hirer must have obtained prior written consent by submitting a successful application form in accordance with clause 2 of these conditions. The application must be to the Council (Head of Borough Development and Implementation) at least three months before the date of the relevant Event, or the date of the action for which consent is required, whichever is the earlier. The completed application form must give full details of all matters relating to the proposed hiring.
- (b) The Council's receipt of a booking for hiring one of the Facilities for any Event(s) does not imply that the prior written consent of the Council has been given, is being given or will be given in respect of anything for which prior written consent is required by these conditions, even when the request for consent has been made on the application form for the booking, as required by sub-clause (a) of this clause.
- (c) When granting prior written consent, the Head of Borough Development and Implementation may make this subject to conditions.

9. LIABILITY

- (a) The Council accepts no responsibility or liability for any damage or injury that may occur to:
 - the Hirer;
 - Attendants;
 - any property of the Hirer;
 - 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
 - It is strongly recommended that valuables are not left in changing rooms or on pitches.
- (b) The Hirer must ensure that the contents of clause 9 (a) of this clause are brought to the attention of all Attendants. 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 9 (a).
- (c) The Hirer agrees to indemnify, and keep indemnified, the Council against all proceedings, claims, costs, expenses and liabilities in respect

of:

- any injury (whether fatal or otherwise) to any Attendants (whether using the facilities or not); and/or
- any loss of, or damage to the property of any Attendants (whether using the facilities or not)

arising from, or caused by, the hire of the Facilities by the Hirer.

10. INSURANCE

- (a) The Hirer must obtain Public Liability insurance cover for at least £5,000,000 or an amount specified in relation to the use of hire, in respect of any one accident. This insurance policy must specifically indemnify the Council against all proceeding claims, costs, expenses and liabilities for which the Hirer agrees to indemnify the Council in sub-clause (c) of this clause. The insurance policy, or other documentary proof of it, must be inspected by the Council prior to the date of the Event if requested.
- (b) The Hirer must ensure that no person or Organisation watching, taking part in, or attending any Event will store or leave any of their equipment or personal effects on, in, or at facilities, unless the written consent of the Head of Borough Development and Implementation has first been obtained. Where such consent has been given, a charge will be payable by the Hirer. The Council will set the charge and may vary it from time to time. The Council will not be responsible for the equipment or personal effects or be liable to anyone in respect of any loss or damage caused to the equipment or personal effects as a result of authorised storage.
- (c) The Hirer shall take all appropriate measures to ensure that no damage, either directly or indirectly, is caused to any Facilities.
- (d) 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 10 (a). The Council 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 facilities having been damaged. The decision of the Head of Borough Development and Implementation will be final.
- (e) If a deposit has been paid by the Hirer to the Council under the terms of clause 3 (c), the council has the right, within 14 days of the delivery to the Hirer of the written demand for compensation referred to in clause 11 (b), to use the deposit as payment, or part-payment, of the sum of compensation assessed by the Head of Borough Development and Implementation under the terms of sub-clause 11 (b). If the deposit is greater than the compensation assessed, the balance must be repaid to the Hirer. If the compensation assessed is greater than the deposit, the balance must be paid by the Hirer, within 14 days of receiving a written request to make payment.

11. INSPECTION OF FACILITIES

- (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 authorisation by the Council for 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 to the Council addressed to the Head of Borough Development and Implementation within five working days of the problem being encountered.

12. NO CHARGES WITHOUT CONSENT

- (a) 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 Council. 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.
- (b) For the purposes of these conditions, a charge will be deemed to be made when:
- money is demanded or paid for admission to, or participation in, any event, or for the right to park a vehicle;
 - programmes for an Event or other goods are sold;
 - a collection of money or goods is made;
 - a raffle or lottery of any sort is held.

13. COUNCIL'S RIGHT OF ENTRY

- (a) The Council reserves the right for any of its authorised officers to enter at any time on the hired Facilities to ensure that the conditions of hire are being complied with.
- (b) If an officer, on visiting the Facilities during any Event, reasonably believes:
- that the Hirer has not taken, or is not taking, the action necessary to fulfil his responsibilities under these conditions;
 - that any action has been taken, or is being taken, in connection with the event for which the prior written consent of the Council is required under the terms of these conditions, and that prior written consent has not been obtained

then that officer, at their discretion, may either require the Hirer to take such action as is considered necessary, 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. However, any deposit previously paid by the Hirer may be repaid in part, or in total, at the discretion of the Head of Borough Development and Implementation.

14. CONCESSIONS

- (a) The Council reserves the right to grant concessions for the sole right to cater for refreshments on facilities. The Hirer must not object to anyone authorised by the Council entering onto facilities and remaining there during the Event for the purpose of providing refreshments, PROVIDED that these rights are not exercised unreasonably.
- (b) The Hirer must obtain prior written consent from the Council for the provision or sale of intoxicating liquor. The Hirer must hold a Premises Licence or apply for a Temporary Events Notice and produce it to the Council at least 48 hours before the date of the Event. This must be displayed in a prominent position in the refreshment area during the Event to which it relates. Where a licensed bar operates, a price list of drinks must be displayed, together with the usual notice prohibiting the sale of alcoholic drinks to minors.

15. ADDITIONAL CONDITIONS RELATING TO SPORTS FACILITIES

- (a) Special arrangements may be agreed with the Head of Borough Development and Implementation for sports matches outside the relevant season.

The Council will, at its own expense, provide the necessary goal posts, corner flags and pitch markings for all football bookings. The Hirer is responsible for the supply and erection of football nets on grass pitches, which will have been provided in the first instance by the Council. It is the responsibility of all teams using Council facilities to ensure that they have obtained nets from the Council as soon as the team has been set up.

- (b) To qualify for a refund for cancellations:
 - All weekend bookings no longer required must be cancelled by noon on the Thursday before, otherwise the full charge will be incurred;
 - All weekday bookings no longer required must be cancelled at least 24 hours before the Event, otherwise the full charge will be incurred.

16. ADDITIONAL CONDITIONS RELATING TO PUBLIC OPEN SPACES

- (a) The provisional reservation of public open spaces may be made up to one year in advance. However, an official application form must be submitted to the Council at least three months before the date of the proposed Event.
- (b) The use of public open spaces will begin on or after 10am and will end one hour before sunset. Any variation from these times must be authorised in writing by the Council.
- (c)
 - The Hirer must ensure that advertisements relating to the Event include the promoter's name and address in capital letters.
 - The display of advertising materials on any public open space will be subject to the consent of the Council. The Council reserves the right to remove any advertising material at any time, without specifying any reason.
 - The Hirer must ensure that no unauthorised distribution and posting of

publicity material (commonly called 'fly-posting') is carried out in the vicinity. The Hirer is warned that the Council may instigate legal proceedings in the event of apparent offences in this respect, and that future use of facilities may be prejudiced.

- (d) The Council reserves the right to permit broadcasting or televising of any Event taking place at the Facilities. Prior written consent must be obtained from the Head of Borough Development and Implementation if it is intended to broadcast, record, film or televise any Events. The Council reserves the right to retain any fees payable by any television company, radio station, film company, record company or similar organisation for the use of the Council's Facilities.
- (e) The Hirer must comply with the requirements of the Council, to ensure that there is adequate toilet accommodation for Attendants during vent.
- (f)
 - No copyright dramatic, musical, or other work can be performed or sung in the open space without the licence of the owner of the copyright, or of the authorised agent of the owner. All such licences must be produced to the Head of Borough Development and Implementation on demand. Information on how to apply for the necessary licence is available from the Council.
 - The Hirer agrees to indemnify the Council against all proceedings, claims, costs, expenses, and liabilities in respect of any infringement of copyright occurring during any event.

17. NOTICES

- (a) Any notice, demand or request by the Council to, or upon, the Hirer will be sent by first class post, addressed to the Hirer at their last known address. This will be taken to be the Hirer's address given in the application form. The notice, demand or request will be deemed to be received by, or served upon, the Hirer two working days after it has been posted.
- (b) The Hirer is responsible for notifying the Council in writing of any change of address. The Council accepts no liability or responsibility for any loss or damage arising from failure to comply with this condition.

18. NO WAIVER

The Council shall enter into the 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 these conditions or the Agreement will be deemed to be a waiver, or in any way limit the Council's rights, duties or powers as a local authority or local planning authority. If the written consent of the Council 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.

19. PERFORMING ANIMALS

The Hirer will comply with the Council's rule that no performing animals, other than horses and dogs, will be used on the facilities, and that no animals (including goldfish) will be given as prizes.

