



Elmbridge

Borough Council

Elmbridge Borough Council General Conditions of Letting of Greenspaces for Sports (Cricket & Football)

1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

“Agreement”	means these terms and conditions of agreement.
“Applicant”	means a person or entity applying to hire part of the Premises.
“Authorised Officer”	means the Head of the Council’s Culture, Leisure and Environmental Service or their authorised representative.
“Business Day”	means any day the Council’s Civic Centre offices are open, which at a minimum excludes Saturday, Sunday or a bank holiday; and “bank holiday” means any day designated a bank holiday by the Banking and Financial Dealings Act 1971 or by Royal Proclamation.
“Leisure Team”	means the Leisure Team or their representative).
“Council”	means the Council of the Borough of Elmbridge of the Civic Centre, High Street, Esher, Surrey KT10 9SD.
“Hirer”	means the person or entity hiring Premises / Pitches under the terms of this agreement;
“Party or Parties”	means the Council and the Hirer.
“Premises”	means the Council’s premises at Elmbridge Borough Council owned and maintained green spaces. A full list can be found https://www.elmbridge.gov.uk/sports-and-health/sports-facility-bookings .
“Property”	means property belonging to the Hirer and to those who have explicit or implicit authority from the Hirer to enter the Venue;

“Hire Period”	means the period of hire detailed in the confirmation of booking and acceptance application issued by the Council;
“Hire”	means any use of the Premises and/or Venue as a result of this Agreement for the purpose of sports activities, leisure classes.
“Regular Hirer”	means a Hirer who book 12 or more regular sports pitches at a particular Venue in any calendar year.
“Users”	means any player, spectator, Hirer or any other person who has any involvement whatsoever with the use of the Facilities during a Booking, including members of opposing teams.
“Venue”	means the Premises hired by the Hirer under this agreement and where the context permits includes any ancillary areas of the Premises that the Hirer is permitted to use including ; pavilion facilities; and kitchen facilities.

1.2 In this Agreement, unless the context or relevant clause otherwise requires:

1.2.1 The expressions “Council” and “Hirer” shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns.

1.2.2 Reference to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it.

1.2.3 Words importing any gender shall include all genders and the singular includes the plural and vice versa.

1.2.4 Reference to clauses shall be construed as reference to clauses of this Agreement.

1.2.5 Clause headings are included for ease of reference and shall not affect the interpretation or construction of this Agreement.

1.2.6 In this Agreement a period of time expressed as a number of days shall be computed as clear days, which means the day on which the period begins shall not be included.

1.2.7 Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of the right or remedy.

2. Agreement

- 2.1 The Hirer agrees on signature and return of the booking form to the Leisure Team to be bound by these conditions and any special conditions attached. This is a legally binding Agreement and if the Hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek independent legal advice.
- 2.2 Regular hirers are required to update the Leisure Team if there any changes in regard to the person in charge of the hire.

3. Applications

- 3.1 All applications to hire Premises / sports pitches must be made by contacting the Leisure Team via the booking form.
- 3.2 The Applicant must fully complete the booking form. If it is provided incomplete then it will be rejected and returned to be completed.
- 3.3 The Council cannot accept sports bookings made less than five working days in advance due to the work involved to ensure a pitch is prepared. Bookings made within this time will be at the discretion of the Council.
- 3.4 Where the request for hire is for an activity acceptable to the Council the hirer will be sent an Application for Hire for completion and return it to the Leisure Team. The Leisure Team will then confirm the booking and total hire charge in writing where the Application for Hire is acceptable to the Leisure Team
- 3.5 An application to hire Premises is made by way of offer by the Applicant and as such may be rejected by the Council.
- 3.6 No legally enforceable contract comes into existence until the Application for Hire has been formally accepted by the Council in writing. Therefore, the Applicant is advised not to publicise any function it proposes to hold on the Premises until the Applicant has received written confirmation of booking.
- 3.7 Applicants must be eighteen years of age or over.
- 3.8 The Council has the right to refuse any application for Hire or any request to change a Hire booking. Any fraudulent or wrongful information given in order to obtain Hire of a Venue could result in cancellation of the Hire.
- 3.9 The Hirer shall not assign this Agreement for Hire for the Venue or any part thereof.

4. Charges

- 4.1 The Council will request the full hiring charge by issuing an invoice when the Booking has been confirmed. The Applicant is required to pay the invoice in full prior to commencement of the Hire Period where the Applicant has booked the Venue for one occasion only.
- 4.2 The Council will permit block bookings of the pitch / venue. Payment shall be made in advance, unless an alternative arrangement is made with the Leisure bookings team.
- 4.3 Where there is an arrangement for payment of hiring charges to be made in arrears the Council may cancel any existing booking(s) forthwith if the Regular Hirer fails to make payment on the date payment is due.
- 4.4 The hiring charge includes the hire of the Venue, cleaning, (subject to the provisions of

Condition 16 below), lighting, heating and use of the Pavilions for cricket and football bookings (not applicable for football training) and where a venue is available. Football Bookings made for Users aged 18 years or under will qualify for the reduced youth rate. This must be requested at the time of booking otherwise the default adult payment will be charged. This charge will not under any circumstance be adjusted retrospectively. Evidence of age may be required.

- 4.5 The Hirer must leave the Facilities in a clean and tidy state after use including but not limited to the removal of all litter, sports equipment, bottles, tape and food and packaging left by the hirer and users and is responsible for ensuring that the Facilities are treated in a considerate manner. Boots must not be cleaned in the showers and sinks, and mud must not be removed from boots on or with any part of the changing facilities. The Council reserves the right to charge the Hirer for the full costs of cleaning the Facilities if they are not in a clean and tidy condition at the end of the Booking. Doors must be securely closed at the end of the hire and locked.
- 4.6 No equipment is permitted to be stored in any of the Facilities including any part of a Pavilion.
- 4.7 The Hirer shall repay the Council on demand the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is stolen, accidentally or deliberately damaged, or destroyed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring.
- 4.8 The hiring charges may be amended by the Council from time to time and will be revised annually. Hirers who have made advance bookings will be able to cancel the booking without penalty following increase of fees. The charges for the hire or at www.elmbridge.gov.uk
- 4.9 The maximum length of any one block booking is one fiscal year, i.e., 1 April through to 31 March of the following year. Block bookings made for longer than four months can be paid by instalments at the Hirer's request.
- 4.10 Booking Credits remaining at the end of a season or fiscal year will be carried over to the following season/year.
- 4.11 The Hirer must not use any of the Facilities without booking in advance and receiving confirmation from the Council of the booking for the Facilities being used. If any User is found to be using any of the Facilities without a Booking, then they will be retrospectively charged.

5. Number of Persons

- 5.1 The local Fire Authority and the Council's Building Control set the maximum number of persons allowed at the Venue. These figures must not be exceeded at any time. The Council also reserves the right to set lower numbers where appropriate. The Venue population limit set by the Council shall not be exceeded in any circumstances. If these figures are exceeded the Council has at its discretion the right to refuse admission of excess numbers or to terminate this hire Agreement forthwith without incurring liability to the Hirer.

6. Fire

- 6.1 Hirers must ensure that all precautions are taken against risk of Fire and damage to the property. Instructions for escape and what to do in the event of a fire can be found on the fire poster near the final exit door.
- 6.2 All means of escape are to be kept free from any forms of obstruction to ensure availability of immediate free public exit in the event of a fire.
- 6.3 The halls for rental have no telephone. Please ensure you have a mobile in good working

order with you at all times during the hire period.

- 6.4 In the event of a fire, fully evacuate the building and call the fire brigade. Hirers to be aware of the location of the nominated assembly point and all fire exits.

7. Sale of goods

- 7.1 The sale of goods or alcohol will not be permitted from any venues during the Hire Period.

8. Compliance with Law

- 8.1 The Hirer must not do or permit any act omission or circumstance that would or might constitute a breach of any statutory requirement affecting the Venue or which would or might adversely affect in whole or in part any insurance effected in respect of the Venue. The Hirer indemnifies the Council's officers from penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with any such statutory obligations and requirements.
- 8.2 The Hirer must comply with all conditions and regulations made in respect of the Venue by the Fire Authority and a copy of these will be supplied to the Hirer on request.
- 8.3 Without prejudice to the generality of this clause the Hirer shall ensure that any day care for children under eight years of age complies with the provisions of The Children Act 1989.
- 8.4 The Hirer must comply with current national legislation and/or the National Governing Body guidelines by making appropriate recorded checks and procedures in respect of individuals whom you intend to work with children or vulnerable adults during the Hire Period, prior to such work commencing. Elmbridge Borough Council has a Child Protection and Vulnerable Adults Policy and Procedure and your booking agreement is conditional upon you working within the terms and conditions of this policy. The hirer will supply a copy of their Disclosure and Barring Service Certification at the time of booking.
- 8.5 No part of the Venue is to be used for an unlawful purpose or in an unlawful way.
- 8.6 Attention is drawn to the fact that Fly-posting is illegal under Section 224 of the Town and Country Planning Act 1990 and Regulation 27 of the Advertisement Regulations 1992. It is an offence punishable by a fine.

9. Condition of Premises – Damage & Decorations

- 9.1 The Hirer shall leave the Venue and all things therein as clean, tidy and in as good order as they were at the commencement of the Hire Period.
- 9.2 The Hirer shall not cause or permit any person to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Venue or any Premises or any chattels or fittings therein.
- 9.3 No notice, decoration, drapery or other item shall be affixed to any part of the Premises or to furniture, fittings or chattels therein by adhesive tape or other adhesive substance unless prior written permission has been obtained from the Authorised Officer.
- 9.4 No painting or making good of damage to Council property by the Hirer shall be made by the Hirer and the Hirer shall ensure that no person at the Venue with its explicit or implicit consent effects such painting or making good.
- 9.5 No decorations, which include without limitation, flags, emblems, gas filled balloons,

streamers, confetti or fume release devices, may be introduced to any part of the Premises.

- 9.6 Notwithstanding that the Council may have given the consent required by clauses 8 c) and 8 e) The Council reserves the right to remove any poster, emblem or decoration visible outside Premises.
- 9.7 The Council does not guarantee availability of showers, but these are provided where possible.

10. Supervision of the Premises and Right of Entry

- 10.1 During the Hire Period the Hirer is to be responsible for:
- i. The efficient supervision of the Venue, including without limitation:
 - the effective control of children
 - ensuring that only fit and proper persons have access to children and vulnerable adults
 - the orderly and safe admission and departure of persons to and from the Venue,
 - the orderly and safe vacation of the Venue in case of emergency;
 - ii. The Hirer shall ensure full compliance with all relevant Health & Safety legislation and Regulations relating to the Hire;
 - iii. It is the responsibility of the Hirer to ensure the availability of medical, ambulance and first aid assistance as appropriate;
 - iv. The preservation of good order and decency in the Venue;
 - v. Ensuring that all doors giving egress from the Venue are left unfastened and unobstructed and immediately available for exit;
 - vi. Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Venue.
 - vii. Ensuring that the Venue is not damaged, however slightly.
- 10.2 Duly authorised members or officers or employees of the Council may enter the Venue at any time.

11. Insurance

- 11.1 The Hirer shall effect Public Liability Insurance with a minimum indemnity limit of not less than £5,000,000 (five million pounds) in respect of any one incident. The Council's interest must be noted in the Policy and the Insurance must indemnify the Council in respect of any liability that the Council may incur for death, personal injury or damage to property, sustained as a result of the Hire.
- 11.2 The Hirer must present a copy of this Insurance Policy to the Council, not less than 14 days prior to commencement of the period of use, and insurance must be arranged for all facilities to be provided on Site during the Hire Period.

- 11.3 Regular hirers must ensure that the Leisure Team holds a current copy of their Public Liability Insurance Certificate on file.
- 11.4 Should the Hirer engage the services of a commercial caterer for the Hire Period they are required to produce written evidence of Public Liability insurance to the Centre Manager prior to the Hire Period.

12. Cancellations

12.1 Cancellation by the Council without return of letting charges

- i) The booking form and any supporting documentation contains any omission, or false or misleading statements.
- ii) It should be found that the hiring is likely to be of an objectionable or undesirable nature or if Premises are hired or used for any purpose that the Council has not approved.
- iii) The Hirer is in breach of this Agreement.
- iv) If the Hirer has not attained the age of majority this Agreement shall be void.

12.2 Cancellation by the Council with return of hiring charges Where the Council cancels this Agreement.

In the event of this Agreement being cancelled by the Council, the Council shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation other than for the return of such hiring charges as shall have been paid by the Hirer.

Sports bookings - The Council reserves the right to cancel and/or move to an alternative site any Booking(s) without prior notice if, in their ultimate discretion, an officer of the Council considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, or if an alternative site is unavailable or impractical to travel to, the Council will provide a Booking Credit for the full value of the Booking. The Council will not accept any further costs or liability for any consequential losses suffered by the Hirer due to any such cancellation.

13. Cancellation by the Hirer

The Hirer has seven days from the conclusion of this Agreement to cancel the hiring without charge unless entry onto the Venue under this hiring Agreement has begun or is to begin within seven days.

Cancellation of hire must be made via email to leisure@elmbridge.gov.uk as follows. Cancellations will not be accepted by any other method.

Subject to the above if this hiring Agreement is cancelled by the Hirer, the Hirer shall be liable to the following cancellation charges for non regular hires:

<u>Date of Cancellation</u>	<u>Charge</u>
a) Where notice of cancellation is received within five days before the commencement of Hire Period.	100% of the charge for hiring the Venue

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| b) | Where notice of cancellation is more than Five days before the commencement of Hire Period, but less than fourteen days before the commencement of Hire Period. | 20% of the charge for received hiring the venue |
| c) | Fourteen days or more before commencement of the Hire Period | Full refund |

Subject to the above if this hiring Agreement is cancelled by the Hirer, the Hirer shall be liable to the following cancellation charges for regular hires:

No refund can be provided for the cancellation (by the Hirer) of any sessions of a block booking without invalidating the Discount. If a Hirer chooses to cancel a session within a block booking the block booking discount will be retrospectively removed from all sessions in the block booking and the Hirer will be invoiced for any additional balance due.

<u>Date of Cancellation</u>	<u>Charge</u>
a. Where notice of cancellation is received within five days before the commencement of Hire Period.	100% charge for hiring the Venue, this booking cannot be credited
b. Where notice of cancellation is more than Five days before the commencement of Hire Period.	Booking credit will be provided for future hire, it cannot be used against current invoices

For cancellations regarding pitch condition please see 14.8.

14. Hirers Responsibilities

- 14.1 The Hirer must ensure appropriate risk assessments are in place prior to the booking date, a copy of which must be produced if requested by a council officer.
- 14.2 Parking at all facilities is extremely limited, and the Council therefore recommends that all Users use public transport or car share when possible.
- 14.3 Where parking is available the Hirer must ensure that all Users of the Facilities associated with their booking, park correctly. All vehicles are parked at the owner's risk and the Council shall not be responsible for any resulting loss or damage.
- 14.4 The Hirer is responsible for providing nets, supports, corner flags, bats, sticks, balls and other associated equipment required in relation to their Booking.
- 14.5 The Hirer must not use any of the Facilities without booking in advance and receiving confirmation from the Council of the booking for the Facilities being used. If any User is found to be using any of the Facilities without a Booking, then they will be retrospectively charged for.
- 14.6 The benefit of the Agreement is personal to the Hirer and the Hirer shall not sub-let or assign it or any part thereof. In the event of any breach of this condition the Council shall cancel this Hire without liability to the Hirer. All monies paid by the Hirer shall be forfeited and neither the

Hirer nor the purported sub-hirer shall be permitted to enter or use the Venue.

- 14.7 The Hirer must ensure the Facilities are inspected prior to use. If the Hirer or the Users consider the Facilities to be unsafe or unplayable then the Council must be immediately contacted by email leisure@elmbridge.gov.uk marked URGENT during normal working hours. Any Booking Credit in these circumstances will be at the discretion of the Council.
- 14.8 The Hirer must ensure that any Cancellations made by the referee or umpire due to unsafe pitches or weather conditions are notified in writing to the Leisure team leisure@elmbridge.gov.uk within two working days after the date of the game to receive a Booking Credit. The referee's/umpire's contact details must be included in the notification. Notifications received after two Working Days will not receive any Booking Credit.

15. Liability for Loss, Damage, Injury or Death

- 15.1 The Hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring.
- 15.2 The Hirer will be responsible for any loss or damage to Property and for any claims arising out of the Hire. Parking at all Facilities is extremely limited, and the Council therefore recommends that all Users use public transport or car share when possible.
- 15.3 Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage howsoever or by whomsoever caused of or to any Property in or upon the Premises or deposited with any officer or servant of the Council.
- 15.4 The Council will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, a government restriction, misuse of fire equipment or force majeure which may cause:
- 15.4.1 The Venue to be temporarily closed, or
- 15.4.2 The Hire Period to be interrupted, curtailed or cancelled, or
- 15.4.3 The Hire being affected adversely.
- 15.5 It is the responsibility of the Hirer to select a part of the Premises that the Council is willing to hire that is suitable to its purposes for hiring. The Council gives no warranty that the Venue is legally or physically fit for any specific purpose and shall not be liable to the Hirer in that regard. That is notwithstanding that the Council may have transferred the Venue from that booked to another that is fundamentally comparable.

16. Damage to Council Property

- 16.1 The Hirer shall pay to the Council on demand the cost of repairing or replacing any part of the Premises or property whatsoever belonging to the Council in or upon the Premises that has been damaged (however slightly), destroyed, stolen or removed during the Hire Period by any person at the Venue with the express or implied authority of the Hirer or any of its representatives.

17. Smoking

- 17.1 Smoking is prohibited at the Venue. The use of electronic cigarettes is also prohibited. Any person who breaches this provision shall be asked to leave the premises.

18. Gaming, betting and lotteries

- 18.1 The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

19. Health and hygiene

- 19.1 The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

20. Drinking water

- 20.1 Please observe signage within the building to location of all drinking water.

21. Explosives and flammable substances

- 21.1 The hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises.

22. Cleaning and Clearing the Venue

- 22.1 It is the Hirer's responsibility to provide their own refuse sacks and remove the rubbish from the Venue, ensuring that the Venue is left in a clean and tidy condition. The Council will check the pavilion within one week of the end of the Hire Period. Any complaints in regard to litter left following a hire will be investigated by the Council and could result in additional charges.
- 22.2 The hirer is to ensure that the toilets are clean at the end of the hire period. Any mud from football or other boots/shoes is to be removed from site. The building should be left in a clean and tidy condition. All doors and window are to be properly locked and secured prior to leaving the property. All lights are to be switched off.
- 22.3 Repeated issues regarding hire and litter could result in cancellation of any future bookings.

23. Vacation of Premises

- 23.1 The Hirer shall ensure that all persons attending the Venue and any Property therein shall be out of the Venue by the conclusion of the Hire Period. Evacuation of the Venue shall commence in good time for the Venue to be cleared of persons and Property by the end of the Hire Period.

24. Noise

- 24.1 The hirer shall ensure that the minimum of noise is made on arrival, departure and during the hire period. This is to avoid disturbance to local neighbours and others using the park etc.

25. Drunk and disorderly behaviour and supply of illegal drugs

- 25.1 The hirer shall ensure that all users avoid disturbing neighbours to the property and avoid violent or criminal behaviour. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

26. Exits and Gangways

- 26.1 All fire exits and gangways must remain clear and unobstructed at all times. All fire exits must be kept unfastened and unobstructed.

27. Complaints

- 27.1 Any complaints about any of the arrangements connected with the Venue should be made in writing addressed to the Authorised Officer within 48 hours of the end of the Hire Period.

28. Faults/Damage/concerns/comments

- 28.1 Please report any faults or damage to the Customer Service Team at Elmbridge Borough Council. These issues will then be reported and dealt with as deemed appropriate/necessary.

29. Animals

- 29.1 The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the Venue. No animals whatsoever may enter any kitchen at any time.

30. Lighting and Electrical Equipment

- 30.1 Neither the Hirer nor any person at the Venue with its implicit or explicit authority shall interfere with any electrical fixture or fitting.
- 30.2 No electrical equipment will be permitted in the pavilions. The Hirer shall ensure that any stand-alone electrical appliance brought onto the Venue during the Hire Period shall be safe, in good working order and used in a safe manner.
- 30.3 No floodlights shall be used on the venues.

31. Notices

- 31.1 Any notice pursuant to this Agreement shall unless otherwise specified be in writing.
- 31.2 Any notice shall either be delivered personally, by first class post given in Clause 1.1 and to the Hirer at the address or fax number given in its application.
- 31.3 Any such notice shall be deemed duly served; in the case of a notice delivered personally to a responsible representative of the Hirer or for the Council to the Authorised Officer at the time of delivery; by first class post two Business Days from the date of posting; by fax if sent during normal business hours on a Business Day at the time of transmission, otherwise on the following Business Day.

32. Licence

- 32.1 The Hirer has permission only to use the Venue for the Hire Period and no tenancy or other right of occupation is given to the Hirer in respect of any Premises.
- 32.2 The Council reserves the right to modify, add to or change the terms of this Agreement, any rules or documents referred to in this Agreement and any other policies at any time and any such modifications, additions or changes will be effective immediately on being notified to the Hirer.

33. Governing Law

33.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

I/We confirm that we have read the Elmbridge Borough Council, General Conditions of hire of sports facilities.

The hirers accept responsibility for the cost of any works appertaining to use of the premises during the period of hire. The hirers agree for the cost of these works to be charged in addition to your booking fee.

Name: _____

Printed Name: _____

Hirer Organisation: _____

Date of signature of this agreement _____