

Neighbourhood Services Hire of Facilities Terms & Conditions of Hire



1. All applications are subject to the approval the Head of Public Services or his authorised officers.
2. The hirer must be over 18 years of age and must be the person who signs the conditions of hire. The hirer is the person who will be responsible for payment of the hire fee and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed. The hirer shall not sub-let the premises or any part thereof.
3. The Head of Public Services or his authorised officers reserve the right to refuse any application for hire.
4. Cancellation of the hire of facilities can be made without notice by the Head of Public Services or his authorised officers if he considers it necessary for cause outside of his control. In the event of the hiring being cancelled, by Head of Public Services or his authorised officers, the full fee will be refunded to the hirer, but the County Borough of Blaenau Gwent shall not be liable or be required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.
5. The hirer is responsible for the preservation of good order during the letting period and for any damage that may be occasioned as a result of the letting which would not have been occasioned if the letting had not taken place. By signing these conditions of hire, the hirer will be deemed to have undertaken to pay the costs of such damage.
6. No hirer using any facilities within the County Borough of Blaenau Gwent may grant broadcast (sound or television) or filing rights without prior consent of the County Borough of Blaenau Gwent Council. If such consent is given the Council reserve the right to take part in any negotiations, to party to the terms and conditions of any agreement reached and share any income and publicity derived there from.
7. The hiring of outdoor provisions (football, rugby, cricket pitches and bowling greens) is subject to the Head of Public Services or authorised officer determining that such request for hire is suitable to be undertaken at the requested facility.
8. The Council reserves the right to relocate fixtures/training session to facilities other than that requested on the booking form.
9. The Council will undertake regular inspection of grounds in order to determine whether a ground is in a suitable condition for fixtures/training sessions to take place, and will endeavour to inform organisations of any cancellation at the earliest opportunity.
10. The Council reserve the right to cancel fixtures/training sessions at short notice if the grounds person deems that a particular playing area is unfit for use. Inspection times for a.m. kick offs are 8:30am with afternoon match inspections 11:00a.m. During inclement weather, the grounds person will decide if a pitch is playable. The Grounds Persons Decision In All Circumstances Will Be Final.
11. At facilities where both a match and training can be booked, the hire of the facility for a match will take priority over a training booking. In cases where training has been booked and paid for, the appropriate refund or will be made or where possible another facility be allocated.

12. **The unauthorised use of facilities/buildings, or playing of matches cancelled by an authorised Grounds Person will result in an immediate £50 fine and withdrawal of facilities for the club/organisation until a full investigation can take place.**
13. For Football/Rugby Matches, the booking period covers the **official match duration** and only 1 Football/Rugby Match may take place per booking. Bookings for mini football & rugby fixtures (7-11yr olds) will be for a maximum of 90 minutes.
14. It will be the clubs responsibility to ensure that spectators do not encroach on to the sports pitch. I.e., standing along the half way line when using half the length of a pitch.
15. Football/Rugby Clubs will not be permitted to provisionally book a second pitch in the event that their first pitch may be unplayable in adverse weather conditions. Clubs attempting or found to have breached this condition may result in the withdrawal of the use of Blaenau Gwent's facilities.
16. For both Football & Rugby Training, the booking period is for 1.5 hours and numbers are restricted to 30 people per team, in order to protect the playing surface. Football/Rugby teams who have in excess of 30 participants will be required to make a separate booking.
17. Facility Hirers/clubs with more than one team i.e. senior and youth teams MUST make separate and individual bookings per team. Exceptions for mini & junior teams training together will be considered on application. These exceptions will be considered and approved by the Head of Public Services or an authorised Officer.
18. Where clubs/organisations are preparing & serving refreshments, within pavilions/changing facilities they must ensure that all food safety legislation is complied with, including the legal requirement to register with the Environmental Health Section. Responsibility for any food production/sale lies with each individual club/organisation. For information regarding compliance, clubs/organisations can contact the Environmental Health Section on 01495 357813.
19. Where clubs/organisations use mobile catering units, I.e. burger vans, ice cream vans etc, on Council land, it will be the clubs/organisations responsibility to ensure that the vehicle owners are registered with their local Authority's Environmental Health Department. For further registration information clubs/organisations can contact the Environmental Health Section on 01495 357813
20. The County Borough of Blaenau Gwent reserve the right to cancel all future bookings and withdraw the use of all facilities in cases where the hirer or persons in their charge fails to conduct themselves in accordance with the terms and conditions herein or undertakes any acts where staff or public may be threatened verbally, physically and or engage in any activity deemed by the County Borough to be anti social behaviour.
21. The hirer is also responsible for:-
 - a. The administration, organisation and running of the particular sessions.
 - b. Supervision and control of officials, spectators, competitors and vehicles.
 - c. Leaving all premises including facilities, changing rooms, toilets and showers in a clean and tidy condition. Having sufficient stewards and officials to fulfil these conditions.
22. All facilities/equipment are subject to the rules/policies set down by the Neighbourhood Services Section, e.g. use grounds and pitches etc. and the council will not accept claims for injury caused as a result of breach of these rules. The council will accept no liability for loss of personal items, e.g. clothing.
23. The hirer must pay full charge for partial hire, where no other appropriate use of the facility is possible.

24. The authority's Sports Development Unit will be given priority in programme allocation, in order to support the aims of the sports and Active Living Strategy.
25. It is the policy of the County Borough of Blaenau Gwent to safeguard the welfare of all children and vulnerable persons. All organisations should therefore have a clear statement (code of practice) and adopt working practices and procedures that deal with child protection and vulnerable persons issues. A copy of such should be provided.

26. **Hire of Facilities**

a. **Hire**

Facility hire requests **MUST** be made and paid for by 12noon on the Thursday prior to the weekend of the required fixture. Facility hire requests made after this time will be considered but not guaranteed.

In the event of midweek games/training requests consideration will be given 24hrs prior to the requested time/date.

b. **Cancellation**

The hirer may cancel a booking by 12noon on the Friday prior to a weekend booking. Cancellations made after this time will result in the full fee being payable. This does not apply when cancellations are made by officials of BGCBC. Where the correct notice is provided the booking fee can be transferred to an alternative booking or refunded. For midweek fixtures a cancellation notice of 24hrs is required. Refunds or transfer of payment will only be applicable for fixtures cancelled by BGCBC officials as described in points.

c. **Pavilion & Changing Room Usage for Matches/Training**

Changing room and pavilion usage will be permitted for 1 hour pre and post specific booking hire.

A pavilion hire charge will be applicable beyond the permitted period stated above (26.c). Use of pavilions outside of the allocated time without the necessary booking/payment will be deemed as unauthorised use and will result in the penalties referred to in point 11.

The above is not applicable until the appropriate charge has been identified. However the hire of Pavilions for social events and meetings (point 26) outside "match/training" usage is applicable.

27. **Payment**

Full payment MUST be made by 12noon on the Thursday prior to the hire of facility.

28. **Non Payment / Unauthorised Use**

The playing of matches where full payment has not been received will be classed as unauthorised use.

Reference to point 11 - The unauthorised use of facilities/buildings, or playing of matches cancelled by an authorised Grounds Person will result in an immediate £50 fine and withdrawal of facilities for the club/organisation until a full investigation can take place.

29. **Transfer of Payments / Refunds**

Where fixtures have been cancelled / postponed by BGCBC officials, payments can be either be:

- a. Transferred (rolled over) to another booking.
(Transfer of payments is only applicable from matches to matches and training to training respectively).
- b. Refunded periodically of accumulated payments in December, March & May.
- c. Refunded when requested. Refunds can take up to 7working days to process.

30. **Key Holder Responsibility**

- a. The hirer will be responsible to ensure the facility is left **secure** on completion of the booking.
- b. Damage or theft caused as a result of a facility being left unsecured will be the responsibility of the hirer and invoiced accordingly for costs incurred.
- c. For long term/regular facility users, the hirer accepts that keys provided will be the responsibility of the hirer and should be returned in the event of the club/organisation ceasing to use the facility.
- d. In the event of keys not being returned on request, the hirer will be invoiced for the costs incurred to change locks or means of security.
- e. Casual hirers will be issued a key that **MUST** be returned within 48hrs of facility hire.
- f. The hirer will be responsible to sweep out & clean up match-day debris & arisings.
 - i. If a hirer does not sweep out or clear the facility, all facilities may be withdrawn and an appropriate cleaning charge invoiced to the hirer. The withdrawal of facilities will remain in place until the invoice has been paid.
 - ii. If upon entry to a facility, the facility has not been swept or cleared by a previous hirer, the hirer should report the incident to Neighbourhood Services.
 - iii. Neighbourhood Services will carry out spot checks to ensure compliance.

31. Rugby/Football Facility Users

- a. Hirers will be responsible for erecting & taking down nets & flags.
- b. Nets & flags are to returned and stored correctly & safely in an appropriate place at each location as identified by Neighbourhood Services staff.
- c. Nets/Flags left out, stolen or damaged will be recharged to the specific hirer. Facilities will be withdrawn from the hirer until the recharge invoice has been paid.
- d. Health & Safety guidance on the safe erection of nets will be provided to hirers. The council will accept no liability for injuries caused in the event of hirers not adhering to the guidance provided.
- e. Hirers will be responsible for provided the appropriate step ladders or means of erecting nets as per Health & Safety Guidance.

32. The hirer shall indemnify the County Borough of Blaenau Gwent Council against all accidents, proceedings, claims and demands whatsoever, which may arise as a result of the hiring insurance details, should be shown.

The Hirer shall maintain a policy of Public Liability and indemnify Blaenau Gwent County Borough Council against all claims for damages, compensation and/or costs in respect of:

- a. **bodily injury or illness to Third Parties, and/or**
- b. **damage to Third Party property caused by or**
- c. **arising out of or being incidental to the Hirer's use of the premises.**

33. No collections, games of chance, sweepstakes, or lotteries nor any betting may be conducted on the premises without prior consent of the Head of Public Services or his authorised officers.

34. The right of entry to the hired premises is reserved to the Head of Public Services or his authorised officers, Police officers and such other officers of the council duly authorised in writing on their behalf.

35. Pavilion Room Hire

The appropriate pavilion room hire fee is applicable for the use of pavilion rooms outside the allocated "match booking" period as described on 26.c.

Social events and meetings **MUST** be booked individually.

Use of pavilions with making the appropriate booking/advance payment will incur the penalties detail in point 11.