

**HEATH & REACH PARISH COUNCIL**  
**7 Heath Green, Heath and Reach, LU7 0AB**

**Conditions and Regulations for the use and hire of Bryants Lane Sports Ground and Changing Facilities, September 2014 onwards**

**A. Interpretation**

1. The 'Hirer' means the person, club or organisation hiring any part of Bryants Lane Football Ground and Changing Facilities. No person under the age of eighteen will be accepted as the Hirer.
2. 'Booked period' means the period on any day reserved for the Hirer.
3. The definitions in the General regulations for all users of Bryants Lane Sports Ground and Changing Facilities apply to these conditions.
4. Heath and Reach Parish Council (PC) reserve the right to amend these conditions of use as and when necessary. Educational and other statutory requirements will take precedence.
5. Bryants Lane Sports Ground and Changing Facilities are available to all members of the community regardless of race, colour, nationality, sex, religion, marital status or disablement.

**B. Health and Safety**

1. It is the responsibility of the Hirer to carry out a written risk assessment of activities the club/organisation is undertaking. The hirer is responsible for forwarding a copy to the Heath and Reach PC prior to booking commencement.
2. All hirers will be responsible for the reading and understanding of Bryants Lane Road Conditions and Regulations and their role highlighted within these documents.
3. In the interests of safety, within the changing facilities, all entrances, corridors and exits must be kept clear and ready for use in an emergency, and it is the responsibility of the hirer to inform their guests of the emergency exits and procedures in case of fire or other emergency.
4. It is the responsibility of the Hirer to ensure adequate first aid kit is available. It is recommended that a member of your organisation is a first aider and carries a mobile phone.
5. The Hirer must keep a written record of all attending people in case of emergencies.

**C. Insurance**

1. The Hirer shall confirm to Heath and Reach PC that their organisation has in force a third party insurance policy, with a limit liability of at least ONE MILLION POUNDS in respect of any hiring that takes place. A copy of this policy shall be presented, prior to the booking being confirmed.

**D. All Hiring**

1. Application for usage will only be accepted from the organisations chairman, leader, secretary or committee member. The organisation should ideally be constituted and achieved (or working towards) a sporting organisation charter standard, by their governing body.

2. There shall be no sub letting of the hired facilities without the prior permission of Heath and Reach PC in writing.
3. The facilities shall not be used for a period longer than the booked period.
4. The hire times include the setting up and the clearing away of equipment. Maximum capacity of facilities shall be adhered to.
5. Heath and Reach PC equipment shall not be moved by the Hirer without staff permission and supervision. If extra equipment is required then it shall be stated on the application form. Additional costs may be incurred. The Hirer is responsible to reinstate any building or equipment damage either wilfully or accidentally.
6. The Hirer shall not use the facilities for any purpose other than the purpose stated on the application form. Applications for bookings are authorised by Heath and Reach PC.
7. External electrical equipment must comply with the Electricity at Work regulations act 1989.

#### **E. Casual Hiring**

1. Organisations may book up to six days in advance, pending availability, with full payment required for the appropriate facility.
2. Cancellations of casual hiring without seventy two hours notice will require full payment.

#### **F. Block Hiring**

1. All Hirers will be expected to fill in an "Application of facilities form" available from the Parish Clerk or can be downloaded from the parish website. .
2. The Parish Council reserves the right to refuse any application without exception or a right to appeal.
3. The Parish Council can also terminate any agreement without notice if it has been considered that the terms and conditions have been broken.
4. Additional fixtures or rearranged matches can be added to block hiring if the facilities are available. If late notice then it falls into the casual hiring section and prices if applicable.
5. Invoicing procedures will be confirmed in your confirmation of booking pack, with "payment" details clearly explained. All invoicing will be on a quarterly basis with payment terms of 14 days. If invoices are not paid within 14 days then all further sessions may be cancelled without notice given by Heath and Reach PC.
6. Heath and Reach PC reserve the right to add on administration charges to any overdue payments at 2%.
7. Six weeks written cancellation is required by Hirer to terminate any block bookings. Otherwise clubs will be liable for full payment of six weeks hire fees.
8. All sporting clubs and organisations are strongly encouraged to actively recruit players from the immediate community.
9. Court hire will be invoiced on a quarterly basis for six weeks hire unless poor weather or other unforeseen conditions make the courts not playable. This will be determined by the Parish Council.

NB: Teams will still be invoiced even if an individual team decides not to train for some other reason

#### **G. General Conditions**

1. The Parish Council reserves the right to close the facility at its discretion. Full refunds of the fees will be paid, but they accept no liability for the loss sustained directly or indirectly by the Hirer resulting from cancellation.
2. Facilities which are deemed unplayable or not suitable due to unforeseen circumstances, then the Hirer will be notified by telephone as soon as possible.
3. The Parish Council will not be held responsible for damage to or the loss of any articles belonging to users. The Hirer shall indemnify The Parish Council against all claims relating to the damage or loss of personal articles, injury or any third party claim.
4. The football pitch and changing rooms shall be clean of all litter and mud (indoors). Any organisation who fails to treat changing facilities with respect, leaving them in an unsuitable condition will be **additionally invoiced** for cleaning charges.
5. Hirers are responsible for the conduct and behaviour of all their players, supporters and groups. If unacceptable language or behaviour is reported, organisations may have their hiring withdrawn and reports issued to relevant people/bodies.
6. The Hirer shall understand that all users of Bryants Lane Sports Ground and Changing facilities, under or by virtue of the hiring, comply with the "General Regulations" (which shall be deemed to be incorporated in these conditions) and the Hirer shall be liable to the Parish Council for any breach thereof of these conditions, if such a breach has been committed by the Hirer.
7. It is the responsibility of the Hirer to remove all rubbish from the site including changing rooms and pitch.
8. Random checks will be carried out by the Parish Council to ensure these conditions are being met.

#### **H. Specific Conditions**

1. No intoxicating liquor shall be sold, supplied or consumed within the premises. No intoxicated person shall be admitted to the facility.
2. Car parking is at the owner's risk.
3. The Parish Council are indemnified by the Hirer against any damage or accidents during the use of the premises. Unless it is directly attributable to the negligence of The Parish Council.

#### **I. Contact Details**

: Mrs Francesca Sheppard Clerk, 7 Heath Green, Heath and Reach LU7 0AB

Email: [heathandreachpc@outlook.com](mailto:heathandreachpc@outlook.com) 07778 356 097

#### **J. Agreement**

I hereby accept Heath and Reach PC conditions of hire, a copy of which I have received, read and understood. I am over 18 years of age; I agree and understand that I will be liable for payments relating to the above hiring. I have distributed and explained the conditions of hire to members of the organisation below and they understand those using the facilities will be responsible, as individuals, for ensuring that they comply with the conditions of hire.

Failure to comply with this request will result in the booking being cancelled without further notice.

I enclose the following documents (please tick):

- Completed application form
- Copy of club insurance policy

**SIGNED** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**NAME OF ASSOCIATION/CLUB/ORGANISATION** \_\_\_\_\_

**POSITION HELD** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**DATE** \_\_\_\_\_

Please return the completed form and requested information to Mrs Francesca Sheppard 7 Heath Green, Heath and Reach, LU7 0AB