
Conditions of Hire

Hire of an outdoor facility for SPORTING ACTIVITIES

REGULAR/OCCASIONAL HIRERS AND CLUBS

1. Application

The Council reserves the right to refuse an application. If the Council accepts the application, the person, or persons, accepting these Conditions of Hire, who must be 18 years of age or over, shall be deemed to be the hirer/club as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges, and for the strict observance of these Conditions of Hire.

2. Payment of Fees and Charges

Payment of all approved fees and charges due MUST be made by the stated payment date. Non-payment of fees and charges due by the hirer/club will render the hire session subject to cancellation by the Council, at the Council's discretion.

3. Cancellation

The decision of the Council on the fitness of a facility for play, or otherwise, is final and whenever possible, notification of the cancellation will be conveyed to the hirer/club (or league) not later than 5pm on the day prior to the hire session.

3.1 Regular Hirer/Club

Regular Hirer/clubs will not be eligible for any refunds of fees and charges paid for any cancelled hire sessions, due to the benefits given on such hiring. To qualify for non-charging of a facility, at least 3 working days notice prior to the hire session must be given.

Where the session is cancelled by:

- (i) Brighton & Hove City Council
- (ii) a bona fide league referee/official
- (iii) a club official

due to adverse weather and/or ground conditions the hirer/club may then be offered alternative dates and session times (subject to availability) or refund of charges. In the cases of (ii) and (iii) above, the Council must receive written notification of such cancellation signed by the referee/official or club official, within three working days after the event of the cancelled session. If no such notification is received as aforementioned, then an alternative date/session time/refund will not be offered.

3.2 Occasional Hirer/Club

Occasional outdoor facility hirer/clubs will be eligible for refunds of fees and charges paid for any hire sessions cancelled by:

- (i) Brighton & Hove City Council
 - (ii) a bona fide league referee/official
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(iii) a club official

due to adverse weather and ground conditions the hirer/club will then be entitled to either a refund to the value of the amount paid for the cancelled hire session or an alternative date and session time for the activity, (subject to availability). In the case of (ii) and (iii) above, the Council must receive written notification of such cancellation; signed by the referee/official or club official; within three working days after the date of the hire session. If no such notification is received as aforementioned then no refund or alternative date and session time will be offered.

Where a hire session is cancelled by the hirer/club for any other reason, written notice must be received by the Council seven (7) days prior to the date of the booked session before a refund can be considered. No refunds will be granted without such written notice of cancellation being received. Failure by the hirer/club to give such notice of cancellation to the Council shall render the hirer/club liable for all charges in respect of the cancelled hiring.

4. Ground Reinstatement

The hirer/club shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer/club must report any damage to the Council on the first working day following the hiring.

5. Indemnity and Insurance

The hirer/club shall indemnify the Council and keep the Council fully indemnified against all damage(s), losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:

- (i) any act, omission or negligence of the hirer/club or any persons at the premises expressly or impliedly with the hirer's/club's authority or
- (ii) any breach or non-observance by the hirer/club of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject

PROVIDED THAT (and for the avoidance of doubt) there shall be liability if and to the extent that the same shall be caused or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees.

In addition, all REGULAR hirers/clubs shall obtain a policy of insurance against third party risks/public liability to the value of £5 million. The Council must receive a copy of the policy not less than 28 days prior to the date of the first hire session, except in conditions approved by the Council.

CASUAL users are also required to obtain appropriate liability insurance. You may be asked for proof of such insurance. The Council is able to offer insurance at a premium of 15% of the total booking charge, please ask for details.

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6. Temporary Closure

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer/club agrees that Brighton & Hove City Council shall not be liable for any loss or claims arising from such closure.

If in the opinion of the Director of Environment it is impossible, impracticable or inadvisable to allow the event to take place by reason of the nature of the event, the condition of the open space or of any buildings, equipment, fixtures or fittings therein or the carrying out of works of maintenance or repair thereto, the existence of any industrial dispute involving the Council's servants or agents, or any other circumstances outside the Council's control, the organisers shall be repaid any deposit or sum of money that may have been paid but shall have no claim against the Council for any damage or loss they may sustain or in respect of any liability which they may incur or have incurred in consequence of any such revocation.

7. Car Parking

The hirer/club shall be responsible for the control of all motor vehicles belonging to the hirer/club, or any other user of the facility hired by the hirer/club, within the grounds of the outdoor facility. Vehicles must be parked only in designated parking areas. The parking of vehicles on grass without the written authorisation of the Council is prohibited. Under no circumstances will the Council accept any responsibility for loss or damage to the contents of, or to, any car or other vehicle that may be brought to or left within the precincts of the site. Vehicular access to Brighton & Hove parks is with express permission only. Any vehicles not abiding by these conditions are subject to clamping and removal. We ask all vehicle owners to use the car parks provided or other appropriate parking areas, the council will not accept responsibility for cars parked on double yellow lines.

8. Pavilions

All Pavilions are smoke free premises. Any hirer who smokes or allows smoking may be subject to a fixed penalty as detailed in The Smoke-free (Premises and Enforcement) Regulations 2006.

Where the hire of an outdoor sports facility includes the hire of a pavilion, the hirer/club will also be responsible for:

- (i) the conduct of all users of the pavilion facilities hired under the authority of the hirer/club during the hire session
- (ii) ensuring all lights, and where applicable, heating to be switched off
- (iii) ensuring all showers and taps to be turned off
- (iv) all furniture to be secure and left in a clean and tidy condition
- (v) all external doors to be secured

Any damage occurring to the pavilion of facility during each hire period must be reported to the Council on the first working day following the hiring. Where the damage has been caused as a result of negligence on the hirers/clubs behalf, the Council reserves its absolute right to employ such resources as may be required

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to repair pavilion facilities and to recharge the full cost of such resources to the club, and an additional 10% administration charge.

9. Rubbish Clearance

The hirer/club is responsible to ensure that any rubbish created during the event is cleared from the site. The Council reserves the right to recharge any additional rubbish removal costs to the hirer.

10. Marking out

Brighton & Hove City Council undertakes to maintain line markings for all outdoor sports activity areas within the basic charge for that activity.

11. Right of Admission

Notwithstanding any contractual agreement with the hirer/club, the Council reserves the right at its absolute discretion to refuse, or direct the hirer/club to refuse, admission of or to evict any person or persons from the facility. The Council shall not be liable to pay compensation to the hirer/club arising from this clause.

12. Public Access

The public must not be prevented from having free access to all other areas of the sports or recreation ground without the written consent of the Council.

13. Special conditions

Brighton & Hove City Council reserves the right to modify any of these conditions, or to further impose conditions where the Council considers necessary.

14. Correspondence

All correspondence, including complaints, reporting damage and notification of lost property must be addressed to:

Cityparks - Sports Bookings
Brighton & Hove City Council
Stanmer Nurseries
Stanmer Park
Lewis Road
Brighton
BN1 9SE

sports.bookings@brighton-hove.gov.uk

**Register your club and be a part of 'Active For Life' in the City, log on to
www.activeforlife.org.uk**
