



Downend & Bromley Heath Parish Council

Minute ref 247.9.3.a

TERMS AND CONDITIONS FOR THE BOOKING OF TENNIS COURTS AT BROMLEY HEATH PLAYING FIELDS

General

The term "The Hirer" refers to the individual completing the hire form, whether they are applying to hire the facilities as a private individual or on behalf of a club or organisation.

1. These regulations apply to the letting of all tennis courts located at Bromley Heath Playing Fields which are the responsibility of Downend & Bromley Heath Parish Council
2. Applications for letting must be made electronically via Clubspark or for block bookings via Downend and Bromley Heath Parish Council.
3. The Hirer will be personally responsible for ensuring that the letting fee/hire charge is paid and for compliance with these regulations. If this person is acting on behalf of a club/organisation and steps down as the nominated contact for that club/organisation, the person taking over responsibility must confirm this in writing by email or letter.
4. If the application is made on behalf of a club/organisation, the premises/grounds may only be used by the club/ organisation on whose behalf the application is made.
5. The booking is provisional until confirmed electronically by Clubspark. You will receive confirmation via the app and email.
6. On behalf of the Parish Council, the Clerk to the Council may impose special conditions on a letting or authorise other people to do so. This may include requirements as to fire precautions, security of persons or premises, the exclusion or admission of any person, animal or item of equipment or the arranging of insurance cover.
7. The Council reserves the right of entry for its staff or agents at all times.
8. The Hirer shall be held responsible for the effective supervision of the arrangements and people present during the period of hire.
9. The Parish Council or its agents reserve the right to terminate the booking and/or agreement if there are concerns about any aspects of the activity including the behaviour of spectators and those taking part.
10. All correspondence is sent by email to the Hirer. It is the responsibility of the Hirer to ensure that the Council is informed of any changes to these contact details. If the Hirer is acting on behalf of a club/organisation and steps down from that position it is the responsibility of the club/organisation to inform the Parish Council and to provide the contact details of their replacement.
11. When contacting the Parish Council by email the hirer is advised to use the following email address – clerk@dbhparishcouncil.co.uk

12. No video or photographic images may be taken of children or vulnerable adults on property owned or leased by Downend & Bromley Heath Parish Council without obtaining prior consent from the individual's parent or carer.

Bookings

13. All booking with the exception of long term block bookings must be made via Clubspark. For long term or block bookings please contact the Parish Clerk on clerk@dbhparishcouncil.co.uk. The hirer will require a Clubspark account.
14. Please note that your booking is for a specific court and time. Please ensure that you are using the designated court and equipment you have booked within the time frame you have selected.
15. You will receive confirmation of your booking including the time booked and designated court via email and the Clubspark app. Within this email you will receive a unique pin code to enable you to open the lock to Tennis courts. This pin number will expire once your designated slot has expired, so please ensure you have all your personal possessions and you have cleared away any supplied equipment.
16. In the event of poor weather conditions it is the responsibility of the Hirer to decide if the courts are safe to use. Please ensure you have secured the padlock after entering the Tennis courts you pin will be valid during your booked session.

Charges, Payments and Refunds

For Adhoc bookings-

17. Charges are per hour, pricing is visible via the Clubspark app.
18. Charges will be made at rates fixed by the Parish Council and shall be liable to change without prior notification. The Parish Council reserves the right to charge the correct rate where the incorrect charge has been quoted although the Hirer may wish to cancel the booking in these circumstances.

For Bulk bookings -

19. Invoices for bulk or bookings will be sent to the Hirer.

All invoices must be paid by the date stated on the invoice.

All payments should be made promptly using one of the payment options listed on the invoice. The Parish Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date of payment. If the individual hirer or Club/Organisation is not able to make payment by the due date they must contact the Parish Council immediately.

20. The Parish Council does not provide refunds if less than the original number of booked hours are used. Any unused bookings cannot be carried over to the following financial year but may be used on alternative days/dates.
21. The Parish Council reserves the discretion to refund charges in exceptional circumstances.

Care of Premises

29. The Hirer must ensure that there is a responsible adult present and able to supervise at all times during the letting. In the event of a tennis session being organised by or for persons under the age of 18 years the booking must be made by, and will be the responsibility of, a responsible adult.
30. The Hirer must pay the Council the cost of any damage resulting from a hire. This includes the site and any equipment stored within.

31. The Hirer must ensure that any rubbish is cleared away and the premises and grounds are left in the condition in which they were found. Any food/drink items must be removed and disposed at the end of each booked session. The Hirer will be responsible for reimbursing the Parish Council for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
32. Equipment is provided on a first come first served basis and subject to availability.
33. Please be respectful of our neighbours and other park users while using the Tennis courts.

Emergency Procedures

34. The Parish Council does not provide First Aid/medical facilities for hirers, nor does it guarantee access to a public telephone system for calling assistance during lettings. The Hirer must make suitable arrangements for this.

Condition of Premises/Grounds

35. Whilst the Parish Council is unable to guarantee the fitness, suitability or conditions of the premises at the commencement of the letting, every effort will be made to ensure that they are in a reasonable state.

Insurance

36. The liability for accident and/or damage to property lies with the hirer not the Parish Council. It is the hirer's responsibility to decide whether they need to take out insurance to cover this liability.

Legal Requirements

37. The Hirer shall comply with Section 12 of the Children and Young Persons Act 1993, that is to say that, where any play or entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the Club to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
38. The Hirer will at all times during the letting, act in accordance with the Equality Act 2010. In particular the need to eliminate unlawful discrimination, victimisation and harassment, advance equality of opportunity for all and foster good relations between persons of diverse groups, and cooperate with the Council in monitoring compliance with this provision.
39. The Hirer shall ensure that their invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises. If any legal action is taken remuneration of any expenditure incurred shall be forwarded to the Hirer for full settlement.
40. The Hirer is specifically forbidden to use, or allow the use of the hired premises for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

Equalities

42. Downend & Bromley Heath Parish Council's Guiding Principles state: We will treat everyone fairly, challenge inequalities and promote opportunities for all. To that end clubs/organisations hiring our facilities will be encouraged to have in place constitutions which will include a commitment to

provide equality of opportunity to all users and spectators, challenge inequality and recognise diversity.

Responsibilities of the Council

For Adhoc hirers

43. To provide an email to the hirer as evidence that the court(s) have been booked and paid for also confirmation through Clubspark.

For Bulk booking

44. To Provide an email confirmation/Invoice as evidence that the court(s) have been booked and paid for.
45. To provide a Tennis net for each of the Tennis courts. To provide a Pickleball Net for each of the Pickleball courts.

Responsibilities of the Hirer

45. To make provision for emergency situations, including first-aid equipment and access to a telephone.
46. To be responsible for the safe keeping of their equipment and possessions, and in the case of a club/organisation the equipment and possessions of any of their members.
47. The Hirer must not, and must not allow, damage to any equipment belonging to the Council (or any other organisation using the premises), the playing field and its surroundings. The Parish Council reserves the right to a) charge the Hirer for any such damage caused and b) to cancel future bookings.
48. No modifications may be made to the Tennis courts or surrounding area without the written approval of from Downend and Bromley Heath Parish Council.
49. No charges may be made for admission to the playing field.
50. To bring their bearer's email or booking confirmation via the Clubspark app to each session as evidence that they have booked and paid for the courts.

Compliance with Regulations

51. Failure by the Hirer to comply with any or all of the foregoing regulations, whether intentionally or not, may be deemed by the Clerk to the Council to be just cause for the immediate cancellation of any letting or series of lettings.

Contact us

If you require further information please contact us using the details below.

Clerk to the Council

Downend & Bromley Heath Parish Council

King George V Pavilion, Sutherland Avenue, Downend, BS16 6QW

Tel. 0117 9567001

Email clerk@dbhparishcouncil.co.uk

Website www.dbhparishcouncil.co.uk