



# DATCHET PARISH COUNCIL

## Conditions of Hire

### 1. Compliance with Byelaws and Regulations

All persons or clubs hiring the facilities provided by Datchet Parish Council shall comply with all reasonable directions of the authorised officers in charge of such facilities and shall observe at all times compliance with the Byelaws of the Council relating to their use.

### 2. Liabilities of the Respective Parties

- a) The Council does not accept any responsibility for accident, damage or injury, that may occur to, or to any property of, any person or Club using the facilities provided, or for any loss of property sustained by any such person or Club using the facilities provided, who are accordingly deemed to indemnify the Council against all claims whatsoever which may be made in respect of any such accident, damage, injury or loss, except such as may be caused through negligence or default of the Council or any other person acting for, or on behalf of the Council.
- b) Any person or Club using the facilities provided shall in so doing indemnify the Council against all claims for damages, compensation and for costs in respect of injury (total or otherwise) to, and/or damage to property of, any person or persons caused by or arising from such use howsoever caused, except such as may be caused through the negligence or default of the Council or any other person acting for, or on behalf of the Council.
- c) Users of the facilities must arrange for insurance against the risk outlined in the foregoing paragraphs of the condition.

### 3. Damage to Property of the Council

Each person or Club hiring or using the facilities or equipment provided and any other member of a Club or person engaged in using the facility with such Club or person shall be liable for any damage, howsoever caused or occasioned by their own act, default or neglect, to the property of the Council, and the decision of the Council both as to the nature and amount of any damage shall be final.

### 4. Responsibility for Supervision

Where Clubs hire or use the facilities, they must make suitable provision for the proper supervision of their event, and Clubs and individuals must take all precautions necessary to ensure that there is no danger, inconvenience, damage or annoyance to other users or members of the public, or to owners or occupiers of neighbouring premises.

### 5. Child Protection Policy

Any Club that has members under the age of 18 shall comply with the Child Protection Act and have an effective policy in operation to minimize any risk to children and ensure that any appropriate members of the Club are CRB checked.

### 6. Claims to the Council

Any complaint concerning any arrangement connected with the letter or use of the facilities shall be made in writing to the Clerk within forty-eight hours of the cause of the complaint arising.

## **7. Letting of Facilities**

Except for the purpose of vesting the licence granted for the use of facilities in the Officers for the time being of the Club the sub-letting or assignment of any facility provided by the Council to any individual or Club, is strictly forbidden.

## **8. Termination of Hire by the Council**

The Council reserves the right to refuse bookings and without notice to terminate or temporarily suspend the use of facilities hired if, in the opinion of their duly authorised officer in charge of such facilities, they are unfit or not available for use, or are required for any other purpose.

## **9. Marquees and Tents etc. on Council Recreation Grounds**

No marquee, tent or other structure shall be erected by or on behalf of any hirer or user of facilities provided by the Council on any of the Council's Recreation Grounds, without the Council's consent in writing having first been obtained. In the event of any refusal to grant consent, the Council will not be bound to state any reason for its refusal.

## **10. Storage of Equipment**

The Council will not allow any Club or person to store equipment at their premises except with prior approval of the Council. Where authority is given, a charge fixed by the Council may be payable, and no such responsibility will be accepted by the Council for any loss or damage to equipment from such storage.

## **11. Parking of Vehicles**

No vehicles will be permitted on grassed areas without the written permission of the Council and such vehicles must be parked only on the official car park areas wherever they are provided.

## **12. Repair and Maintenance of Council Property**

No works or repair, maintenance or alteration shall be carried out to the Council's property by the user or by virtue of his consent without the permission of the Council through one of its authorised officers having first been obtained.

## **13. Payments and Receipts**

- a) The payment of all fees in connection with the hire or use of facilities must be made in accordance with the rules prescribed. Cheques must be made payable to Datchet Parish Council. Where a receipt is issued, it will not be recognised as such unless it is given on the official form of the Council.
- b) The Council reserves the right to alter or vary the prescribed charges at any time, and all bookings other than those for which these charges have been paid subject to this right.

## **14. Method of Payment of Fees**

- a) In respect of the hire of facilities, all fees are to be paid direct to Datchet Parish Council upon receipt of the Council's official invoice.
- b) In respect of the seasonal hire of sports facilities, the fees due must be paid 10 working days in advance of the use of facilities.
- c) In respect of casual hire of sports facilities, the fees must be paid 2 working days advance.

**15. Specific Conditions Relating to the Hire of Sports Facilities for Football**

- a) The football season commences on the second Saturday in September and ends on the last Sunday in April.
- b) The pitches will be rested for two weeks over the Christmas and New Year period.
- c) Club Secretaries must submit fixture lists to the Council monthly and two weeks in advance of the first fixture.
- d) The seasonal fee will relate only to the home fixtures as per the fixture list provided by the Club. Any additional matches required by the Club will be at an extra charge. However, where the Council postpones a fixture due to pitch condition, an allowance will be made to replay that fixture at no additional cost to the Club.
- e) Friendly or practice matches are not allowed unless authorised by the Council.
- f) Evening games are not allowed unless authorised by the Council.

