

## **CONDITIONS OF HIRE NEW ROAD PLAYING FIELD**

The New Road Playing Field is situated at New Road, Swanmore.

THE FOLLOWING ARE THE TERMS THAT APPLY TO THE HIRING OF THE NEW ROAD PLAYING FIELD FACILITIES FROM SWANMORE PARISH COUNCIL (the Council)

1. Applications – All applications for hire of facilities must be made in writing on the Council's official application form, obtained from the Council office or the Council's website at [www.swanmorepc.org.uk](http://www.swanmorepc.org.uk) and forwarded to Swanmore Parish Council, Hollythorns House, New Road, Swanmore, SO32 2NW or returned by email at least 2 weeks before the date of hire or the first date of activity season hire. The Council reserves the right to refuse any application. If the Council accepts the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the 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. Fees and Charges – All fees and charges for hire of the facilities are attached to the hire form.
  - a. Hire Session – A hire session is defined below:
    - i. Morning session
    - ii. Afternoon session
    - iii. Evening session
3. Definition of User Type
  - a. Regular Hirer – any club or individual or other organisation, who makes a booking for 10 or more hire sessions at one time at the same venue within any one activity season. Regular Hirers are entitled to a preference booking over occasional hirers.
  - b. Occasional Hirer – any club or individual or other organisation that makes a booking for less than 10 sessions within any one activity season.
4. Activity Seasons
  - a. Activity seasons are set by the Council and may be adjusted as required according to prevailing ground and weather conditions. Generally, winter season - 1 September – March 31. Summer season - April 1 – August 31.
5. Payment of Fees and Charges
  - a. Payment of all approved fees and charges due must be paid within 14 days of receipt of the invoice issued to the hirer. For Regular Hirers this will be on a monthly basis.
  - b. Payment must be made by cheque made payable to Swanmore Parish Council.
  - c. Payment of security cheques:  
A £100 security deposit must accompany the application to hire. If any loss or damage has occurred during the period of hire then an appropriate deduction will be made to cover the repair costs.
  - d. A £50 key deposit must accompany the application to hire. Should the keys be lost the hirer is responsible for the cost of replacing the security locks.
  - e. Security and key deposits must be paid by cheque, which will be returned in full, subject to above, within 14 days of the hire, or last hire of the season. Cheques will

not be cashed unless needed to meet repair costs and a replacement will be required after 6 months.

#### 6. Indemnity and Insurance

The hirer is responsible at all times for the security of the premises. The Council requires all hirers to have adequate personal accident and liability insurance cover for players/users and their equipment and personal effects, to a minimum sum of £5 million.

A copy of the insurance policy must accompany the booking form.

#### 7. Cancellation

##### Regular Hirers

- a. Where, due to adverse weather conditions, the session is cancelled by:
  1. i The Council, or
  2. ii Official Referee, or
  3. iii Club Official
  - ii. The hirer may then reschedule an alternative session (subject to availability) or will receive a full refund/no charge for the game. In the case of ii and iii above written notification of cancellation must be notified to the Swanmore Parish Council within 24 hours after the cancelled session. If no such notification is received then no credit or alternative session will be offered.
- b. Where a session is cancelled by the hirer for any reason other than above, written notice must be received by the Council no fewer than 60 hours prior to the date of the booked session. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled booking. No refunds will be granted without such written notice of cancellation being received.

##### Occasional Hirers

- c. Where, due to adverse weather conditions, the session is cancelled by:
  1. i The Parish Council, or
  2. ii Referee or Official, or
  3. iii Club Official
  - ii. The hirer 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 within three working days after the date of the hire session. If no such notification is received then no credit or alternative session will be offered.
- d. Where a session is cancelled by the hirer for any other reason than stipulated above, written the Council must receive notice no fewer than 7 days prior to the date of the booked session before a refund/credit can be considered. No refunds will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled booking.

#### 8. Training

All training sessions held on Council land must be booked through the Council using the appropriate application form (see paragraph 1).

9. Sub Letting

The hirer shall not sublet, assign or let any other person, club or organisation have the benefit of any permission granted by the Council to use the facilities without the prior written approval of the Council.

10. Marking Out

- a. The Council will be responsible for maintaining the facilities and marking pitches.
- b. If more than one game is being played sufficient time must be given for one team to depart from the ground before players for the next game arrive in order to minimise annoyance to residents and congestion at the ground.
- c. The hirer is responsible for the clearing of all lawful spectators' and players' rubbish from the Recreation Ground. Failure to comply may result in the Council charging a fee from the security deposit.
- d. Hirers are responsible for ensuring that players, lawful spectators and users do not trespass. It is the responsibility of club secretaries to ensure that visiting teams are aware of the terms and conditions of hire. The hirer/host club is responsible for visiting teams' conduct and actions.
- e. Hirers' attention is drawn to the close proximity of the neighbouring residents and other users of the Recreation Ground and accordingly request that they are treated with due consideration. In particular, users are requested to use the car park provided whenever there are spaces available and in this respect, to ensure sensible parking to optimise the space available. If it is necessary to park in New Road itself cars must take care not to park on grass verges.

11. Child Protection

- a. All hirers of facilities will be made aware of the Trustee Child Protection and Vulnerable Adult Policy at the time of booking.
- b. Regular hirers and users of the facilities at Swanmore Recreation Ground will be required to produce evidence at the time of booking, a copy of their own Child Protection and Vulnerable Adult policy which must be provided to the Trustee.
- c. Occasional hirers must agree to adhere to the policy sent out with these conditions of hire.

Failure to comply with any of the Conditions of Hire may at the discretion of the Parish Council, result in the termination of existing hirings, refusal of future bookings and the forfeit of all or part of the security deposit.

The Council reserves the right to modify any of these conditions, or to further impose conditions where the Council considers necessary.