

**GENERAL REGULATIONS AND CONDITIONS OF HIRE OF THE PLAYING FIELD AREAS AND PAVILION**

1. Applications for the use of an area of Easton on the Hill Parish Council Playing Field and the pavilion must be made on a registration form, below. The Council will make a decision and notify the applicant in writing if they accept the application.
2. The Council must be notified of any changes to the details on the form and the applicant must provide a copy of their insurance, as per condition 17 below, with the registration form.
3. Where relevant, all coaches/club staff will have up to date enhanced DBS checks in place.
4. The agreement gives exclusive use of the area to the applicant for the times and dates specified.
5. The agreement is for the whole season/booking period specified and any renewals/new bookings are subject to Parish Council approval. Requests for additional bookings outside of the agreed dates/days will have to be approved by the Council first. The Council will not rent to any other Football Club for the period of this agreement.
6. The person signing the form must be over 18 and will be deemed responsible for paying hire charges, as agreed prior to hire, and the cleanliness and tidiness of the area during and after a session.
7. **Hire charges** will be as agreed by the Council. Hire charges will be invoiced on a monthly basis and will be sent to [witteringpremiairfc@outlook.com](mailto:witteringpremiairfc@outlook.com) for each charge period.
8. Agreed rate of charge is £300 per calendar month (flat rate, irrespective of home/away fixtures). WPFC will play one match weekly. In August permission will be sought to play additional games. The maximum number of games in a year is 40, any games above this will incur an additional charge. The monthly fees are subject to annual review, but will normally increase by the same % as the Parish Council Precept.
9. WPFC will undertake a number of improvements to the pavilion at their own expense, and the Council will contribute up to a maximum of £100 per month by

means of credit on the rental account or by an invoice sent from Premiair Ltd - tbd. The list of improvements and their value is to be agreed separately and work to be done professionally by Premiair Ltd or their agents, who assume all liability for Health and Safety matters and certifications where required, producing risk assessments and PLI as required. The Council contribution to the cost of works will not exceed £900 (as income foregone) in any one 9 month season.

10. The monthly charge does not include electricity and water usage (to be invoiced separately), cleaning of the premises, pitch marking, goals/nets or public liability insurance (club to hold their own). See separate list of different responsibilities, below. Electricity £255 for the period 1/10/23 to 31/12/23 to be invoiced in addition.
11. The period of hire covers 1<sup>st</sup> September to May 31<sup>st</sup> each year starting in 2023/4, then for a further 9 seasons, with a 1 year break clause included.
12. Any significant adjustments to the usage schedule (ie excessive cancellations) can be raised to the council for review.
13. Extensions to the agreement must be made with majority backing from the council. This includes re-negotiation of rates, terms of the agreement and all applicable clauses.
14. Notice in writing must be sent to the Clerk of Easton on the Hill Parish Council if an applicant ceases to require the facility giving 6 weeks notice. There will be no charge for the facilities if for any reason the club folds or no longer participate in football.
15. Applicants are responsible for ensuring that activities are only carried out in the area(s) allocated to them.
16. The Parish Council reserves the right to cancel the hire agreement in the event of a breach of these conditions or if, at any time in the opinion of the Parish Council, the area is unfit for use. The Parish Council will not be responsible for any expenditure incurred or loss sustained by the hirer or any other person connected, arising from such a decision.
17. Applicants must make their own arrangements for First Aid facilities where necessary on the field.
18. The hirer shall maintain adequate public liability insurance to cover the risks arising from the activity and will provide a copy when requested by the Parish Council.
19. The hirer will not transfer the benefit of hiring to another club without prior agreement from the Parish Council.
20. The area shall not be used for any other reason other than that stated and agreed in the application, without the prior consent of the Parish Council and not to interfere

with the right of the Parish Council and persons authorised by it to use and enjoy the adjoining land and premises, nor cause nuisance or annoyance to neighbouring properties.

21. The Parish Council has inspected the ground and is of the opinion that the Playing Field is suitable for the activity and is in a reasonably safe condition and state of repair sufficient for the activity to take place. However, they make no warranty as to whether the Playing Field is suitable for the hirer's activity and it shall be for the hirer to ensure no activity takes place for which the ground is not safe or suitable. Hirers are responsible for an ongoing check of the suitability of the area for the activity (including checks for hazards eg animal faeces, rabbit holes and broken glass) and they will ensure all proper precautions are taken to ensure the activities are carried out safely and without risk of injury to any person or damage to any property and to avoid unnecessary damage to the ground. The hirer shall be responsible for any costs incurred for making good any unnecessary damage whether caused by the hirer or associates.
22. When you leave the field, it must be cleared of all rubbish.
23. Where appropriate, the hirer is responsible for their own equipment.
24. The hirer will not erect, construct or dismantle any buildings, pitches, surfaces, or structures without written consent of the Parish Council, nor cut down any trees on or adjacent to the playing field.
25. The Hirer will not cause any nuisance or annoyance to the Landlord or to any neighbouring owners or occupiers.
26. **Goalpost and shelters facilities** are to be moved away to the garage area and locked securely after each session. The community goals and nets are to be left in a position, that allows for safe use by the community at all times. Any damage to the league nets is the responsibility of WPF.C.

#### **PARKING**

27. **The car park at the Playing Field** can be used for all attendees, however there are other areas in the village that are encouraged to be used first to minimise the number of cars driving through up Westfields and along the Ketton Drift. Visitors and players are encouraged to share vehicles where possible to reduce the numbers of cars.

28. **The hirer will ensure all vehicles are parked** in a manner which does not obstruct any public or private right of way or be a nuisance or annoyance to anybody and will encourage attendees to take care and drive slowly along the Drift at an appropriate speed. The hirer will comply with any bylaws and regulations currently in force in respect of the sports ground/playing field and access to it.
29. Vehicles are asked, when possible, to leave the playing field, turning right down The Crescent” on exit to avoid excess/two-way traffic along Westfields.
30. The hirer and all those associated with the activity will respect other members of the public using the playing field. They will be mindful of children using the play equipment nearby and behave in an appropriate manner. Any conditions above regarding damage applies to the whole of the playing field, including the cricket wicket/outfield, if caused by the hirer or associates.
31. The hirer will ensure that any Covid-19 Government regulations in place at the time of the hire period are adhered to throughout the hire period.
32. The hirer will be responsible and liable for all claims/damages caused to property and/or personnel during the use of the facility, including but not limited to the changing facilities, pavilion, play equipment, benches, officials, other players and any associated ambulance fees in respect to injuries.

**SUMMARY OF RESPONSIBILITIES.**

<b>Item</b>	<b>WPFC Obligations</b>	<b>PC Obligations</b>
Rent	Monthly in advance	
Electricity & Water	Usage	Standing charge
PAT Test	-	PC
Building insurance	-	PC
Contents insurance	-	PC
Public liability insurance	WPFC for their activities	PC for the ground
Cleaning premises	WPFC	
Recycling / Rubbish disposal		PC provide
Pest control	-	PC
Trees/hedges	-	PC
Boundary fence	-	PC
Pitch maintenance/grass cutting	-	PC
Pitch marking	WPFC	
Goals	WPFC	
Nets	WPFC	
Keys	Not to cut additional	Provide 2 keys
Toilet Block	WPFC	
Garage	-	PC
Container	-	PC

## USE OF THE PAVILION

- Gaming, betting, and lotteries. You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.
- Alcohol. If you wish to supply alcohol on the premises, you must hold the necessary licence, as required by North Northamptonshire Council. WPFC will provide evidence to the PC of the licence on a yearly basis.
- In all cases where alcohol is supplied, whether sold or provided for free, it is the responsibility of the licence holder to ensure that no underage person is allowed to consume alcohol, under any circumstances. If there is any doubt about a person's age, credible identification must be provided.
- Safeguarding children, young people, and adults at risk. WPFC are required to appoint a Designated Safeguarding Lead and inform the PC. You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.
- **Health and safety and fire safety** You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise. You must also comply with our health and safety policy which is displayed in the hall and in accepting these terms you agree to it. You must call the Fire Service to any outbreak of fire, however slight, and give details to the PC. You acknowledge that you will read all fire notices and evacuation procedure and ensure that you are aware of the following matters.
- **The action to be taken in event of fire.** (Notice to be displayed inside)

This includes calling the Fire Brigade and evacuating the building and being aware of the following

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Location of the first aid box.
- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

### **If a fire breaks out**

1. Raise the alarm to all inside.
2. Evacuate the pavilion through the fire exit, as per the evacuation plan.

**Commented [TN1]:** Make this a notice not in the agreement

3. Hirers must ensure the safe exit of all users, including those needing more assistance.
4. Call the fire service.
5. Only tackle the fire if it is safe to do so with fire extinguishers and you have been adequately trained.

**Drunk and disorderly behaviour** and supply of illegal drugs. You must ensure that to avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.

**Food, health and hygiene.** You must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Individuals preparing or selling food must have a relevant and up to date Food Hygiene Certificate to a minimum of Level 2. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

**Electrical appliance safety.** You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, fit for purpose and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and PAT tested before use. It is the responsibility of PC to ensure that annual PAT is completed.

**Stored equipment.** The PC accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

**Smoking.** You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause a fire.

**Accidents and dangerous occurrences** A first aid kit is in the pavilion. You must report any accident or injury to the PC as soon as possible any failure of our equipment or equipment brought in by you. You must ensure if anything out of the First Aid Kit is used it is reported to ensure it can be replenished. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

### **33. Waste and cleaning and leaving**

- a) Users must ensure the pavilion is left in a clean and tidy condition, The pavilion will be checked by the council and they will be the judge of the cleanliness.
- b) Players must not wash boots in the showers or sinks.
- c) No studded or spiked footwear is to be worn in the pavilion.

- d) All users are responsible for locking up doors and ensuring the lights and heating are turned off after use. The Council reserves the right to charge an additional amount if this is not done.
- e) Please ensure all waste is disposed of in the bins provided. If there is excessive waste, please take it away from the site with you.

- 34. The Parish Council reserves the right to review and amend these regulations and conditions at any time.
- 35. The hirer acknowledges that this is a licence to use the field at the times agreed on the booking form only and no relationship of landlord and tenant shall be created between the Parish Council and the hirer.

**I have read and understood and will abide by the general regulations and conditions of hire of the Playing Field and I have seen and agree to the charges below. I confirm that the club has sufficient, relevant and valid insurance as per condition 17 above.**

Dates and times of hire: 1<sup>st</sup> Sept to 31<sup>st</sup> May each year for a 10 year period.

Signed \_\_\_\_\_ Name and position \_\_\_\_\_

Date \_\_\_\_\_

**APPLICATION TO HIRE A PLAYING FIELD SPORT PITCH/AREA**

To be returned to the Clerk by email; [clerk@eastononthehill-pc.gov.uk](mailto:clerk@eastononthehill-pc.gov.uk)

Business/club name	
Applicant name/position/hirer	
Address	
Telephone number(s)	
Email address	
Invoice address/email if different	
Type of activity/ies	
Is this a commercial or business use?	
Dates area required, from/to	
Days area required	
Times area required	



Size of area required and preferred location within the Playing Field.	
Expected numbers attending, adults and under 18s	
Signed	
Print name	