



Downend & Bromley Heath Parish Council

HIRE OF OPEN SPACE REGULATIONS

REGULATIONS FOR THE HIRE OF PUBLIC OPEN SPACE AND ASSOCIATED BUILDINGS

General

1. These regulations apply to the letting of all premises and grounds which are the responsibility of Downend & Bromley Heath Parish Council.
2. All correspondence from the Council to the Hirer will be sent by email unless the Hirer has informed the Council that they do not have access to an email account. It is the Hirer's responsibility to ensure that the Council is informed of any changes to their contact details.
3. When contacting the Council by email the Hirer is advised to use the following email address clerk@dbhparishcouncil.co.uk.
4. Applications for letting must be made on the forms we provide.
5. The person signing the application will be personally responsible for ensuring that the letting fee/hire charge is paid and for compliance with these regulations. If this person steps down as the nominated contact for an organisation hiring the open space, the person taking over responsibility must confirm this in writing by email or letter.
6. The premises/ground may only be used by the group on whose behalf the application is made.
7. The booking is provisional until confirmed in writing by the Clerk to the Council. If it is not confirmed you will be advised of the reason for the decision.
8. The hirer shall be held responsible for the effective supervision of the arrangements and people present during the period of hire.
9. Downend & Bromley Heath Parish Council 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 in any activities.
10. The Council may lend keys to the hirer if required. All copies must be returned at the end of the hire agreement by hand or by recorded delivery. The hirer is responsible for the cost of replacing any lost keys.
11. If keys are supplied, the hirer is responsible for the security of the site during the hire agreement and must leave it securely locked at the end of the event. If the hirer fails to keep the site secure they will be liable for any costs resulting from unauthorised access.
12. The Council reserves the right of entry for its staff or agents at all times.
13. On behalf of the 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.
14. No video or photographic images may be taken of children or vulnerable adults without obtaining prior consent from the individual's parent or carer.

Charges, Payments and Refunds

15. A deposit of £150 will be taken by Downend & Bromley Heath Parish Council from the Hirer. This will be kept as security for losing the key or for other damage or for breach of rules associated with using the open space or building. The deposit will be returned to the Hirer upon confirmation that no monies are owed.
16. Charges will be made at rates fixed by the Council and shall be liable to change without prior notification. The Council reserves the right to charge the correct rate where the incorrect charge has been quoted although the hirer may wish to cancel the letting in these circumstances.
17. Where the playing fields are extensively used for large events and when crowds are expected, a surcharge will be made. This will be passed as a donation to the Friends Group or used for the Parish Council to spend as deemed fit. Downend & Bromley Heath Parish Council will notify the organisation when this applies.
18. A surcharge will be made for large events towards the Parish Clerk's time during the organisational period. The Parish Council will notify the organisation when this applies.
19. If the administration of smaller events requires more than two hours of the Parish Clerk's time, Downend & Bromley Heath Parish Council reserves the right to charge an administration fee at the rate of £30 per hour.
20. Invoices are sent to the person stated on the hire form unless the Council is instructed otherwise. If the Hirer prefers that the invoice is sent to a secondary contact e.g. the Treasurer of the organisation they represent, they must inform the Council at the time that the hire paperwork is submitted.
21. Payment is due on receipt of the invoice using one of the payment methods listed. The Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date of payment. If the Hirer is not able to make payment by the due date they must contact the Council immediately.
22. Further bookings will not be taken for an individual or organisation with any outstanding invoices.
23. If a booking is cancelled after the hire agreement has been approved the Council reserves the right to charge for any costs it has incurred. If a booking is cancelled with less than 2 full working days notice the Council also reserves the right to charge the agreed hire fee in full.
24. The Council does not provide refunds. However, the Council reserves the discretion to refund charges in exceptional circumstances.
25. If it is necessary for the Department to undertake extra cleaning the Hirer will be charged an hourly rate, plus a 15% administration fee. This must be paid on receipt of the invoice otherwise all remaining bookings will be cancelled.

Public Use

26. During the hire agreement members of the public must be allowed to access the public open space.
27. Members of the public must not be charged to access the public open space.

Care of Premises

28. 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 function 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.
29. The Hirer must pay the Council the cost of any damage resulting from a letting. This includes the site, the pavilion and any other structures, and any equipment stored within.
30. The lighting of fires on public open space is not permitted unless specifically authorised by the Council. The hirer will need to provide the Council with a site plan showing the exact location where they intend to light the fire and details of how it will be controlled. In most circumstances

- the Hirer will be required to use a firework. Where the use of fire or a barbecue has been agreed the Hirer will be responsible for removing the ash after the event and disposing of it off site.
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. Food items must be removed from buildings and disposed of appropriately. The hirer will be responsible for reimbursing the Council for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
 32. The hirer may not use furniture, equipment or stock on the premises without the approval of Downend & Bromley Heath Parish Council.
 33. Where decoration or additional fixtures are required hirers may use only surface fixings which cause no damage to the premises.
 34. The Hirer may not use chalk, resin or polishing materials on floors.
 35. The Hirer may not add to or alter the electrical and mechanical installation of the premises or install any specialist equipment such as public address systems without the prior approval of Downend & Bromley Heath Parish Council. Any specialist equipment which is used should only be connected to circuits protected by Residual Circuit Devices (RCDs).
 36. All furniture, apparatus and appliances to be used in connection with the letting must be delivered and set up prior to the event for which the premises/ground is hired.
 37. Any special requests with regard to tables, chairs etc. to be used in connection with the letting should be made known in advance. Please note that it is not always possible to comply with such requests.
 38. At functions taking place in late evening the hirer is responsible for ensuring security at any outside doors of the premises.

Emergency Procedures

39. The 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

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

Insurance

41. The Council's insurance does not extend to the Hirer's liabilities. The Hirer is responsible for providing whatever insurance is required to cover this liability.
42. It is a requirement of the Council that organisations hiring council owned facilities have adequate public liability insurance, which includes an indemnity for damage to the Council's property.
43. It is a requirement of the Council that an individual or a group of friends / neighbours organising an event that is open to the public have adequate public liability insurance, which includes an indemnity for damage to the Council's property.
44. Where an individual or a group of friends or neighbours are organising a private event, where they will only be inviting their friends or family to attend, the person completing the hire form retains the liability and it is their decision as to whether they take out insurance to cover themselves.
45. Where public liability insurance is required, a minimum cover of £5 million must be provided. The policy details must be supplied before the hire agreement can be finalised.
46. The Hirer must provide insurance cover for any equipment left at the premises.

Legal Requirements

47. The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, street trading, collections, music, singing and dancing licences, theatre licences and copyright. The

Hirer shall be fully responsible for obtaining any licences or any other permission required, always providing that no such application shall be made without the prior permission of Downend & Bromley Heath Parish Council or of the Director of Environment & Community Services, South Gloucestershire Council. If you require further information of Licencing requirements please telephone 01454 868001 or refer to the Licencing web pages on the South Gloucestershire Council website.

48. 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 Hirer 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.
49. 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 co-operate with the Council in monitoring compliance with this provision.
50. The Hirer shall ensure that those attending the event 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 Team/Club for full settlement.
51. 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

52. Downend & Bromley Heath Parish Council's Guiding Principles state: We will treat everyone fairly, challenge inequalities and promote opportunities for all. To that end 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.

Compliance with Regulations

53. Failure by the Club to comply with any or all of the foregoing regulations, whether intentionally or not, may be deemed by Downend & Bromley Heath Parish Council to be just cause for the immediate cancellation of any use.

Contact us

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

Clerk to the Council
Downend & Bromley Heath Parish Council
Parish Office
Downend Library
Buckingham Gardens
Downend
Bristol BS16 5TW

Tel. 0117 9567001

Emergency email emergency@dbhparishcouncil.co.uk

Email clerk@dbhparishcouncil.co.uk

Website www.downendbromleyheath.org