



# Downend & Bromley Heath Parish Council

## CRICKET REGULATIONS

### REGULATIONS FOR THE LETTING OF SPORTS PITCHES & PAVILIONS – CRICKET

#### General

1. These regulations apply to the Letting of Sports Pitches & Pavilions which are the responsibility of Downend & Bromley Heath Parish Council.
2. Applications for letting must be made electronically via the on-line booking system.
3. The person submitting 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 the Team/Club, the person taking over responsibility must confirm this in writing by email or letter.
4. The premises/grounds may only be used by the Team/Club on whose behalf the application is made.
5. The booking is provisional until confirmed electronically. If it is not confirmed you will be advised of the reason for the decision.
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 Parish 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 in the match.
10. All correspondence is sent by email to the nominated representative of the Team/Club. It is the Team's/Club's responsibility to ensure that the Council is informed of any changes to these contact details.
11. When contacting the Parish Council by email the Club are advised to use the following email address – [clerk@dbhparishcouncil.co.uk](mailto: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.

#### Booking Fixtures

13. Priority is given in the first instance to local teams and those teams hiring pitches on a seasonal basis. Casual or additional bookings will be made only when all seasonal fixtures have been allocated, and will be booked onto whichever pitch is available.
14. All fixtures must be agreed with the Parish Council before the first fixture can be played.

15. Where two teams share a pitch it is their responsibility to contact each other to ensure that there are no fixture clashes. Where fixture clashes exist bookings will be made by the Parish Council on a first come first serve basis.
16. Bookings will be confirmed via the on-line booking service.
17. Additional bookings or alterations to bookings may be requested via the on-line application.
18. If it is necessary for the Parish Council to cancel pitches due to unacceptable playing conditions, an email will be sent to the nominated contact. Please be aware that we do not make decisions to cancel pitches lightly. Cancellations are made to protect players and pitches.
19. In general, decisions as to whether the grounds are fit to play on will be determined by individual Team Captains, Match Official or Groundsman of the Parish Council as appropriate.
20. In the event that a match is played when the ground is deemed unfit by the Groundsman of the Parish Council or Match Official, then the hiring club will be liable for the costs involved of reinstatement of damage caused, and subject to a fine of £200 and/or subject to a ban on use of pitches in the future.
21. Games cancelled by the Parish Council may be re-booked during the same season at no extra charge, subject to pitch availability and at the discretion of the Clerk.
22. The Parish Council must be informed of any cancellations by 10.00am on the Thursday prior to a weekend fixture, with at least two full working days notice for midweek matches. If cancellation occurs later than this, or on the day, the game will be counted as a game played.

#### **Charges, Payments and Refunds**

23. A deposit of £150 will be taken by Downend & Bromley Heath Parish Council from each Club/Team upon collection of keys to the pavilion. This will be kept as security for losing the key or for other damage or for breach of rules associated with using the playing fields and pavilions. The Clerk will cash any cheques and will return any deposit on request by the user and confirmation that no monies are owed. Each user will sign a form on collection of the keys.
24. Charges are per match.
25. 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.
26. VAT applies when less than 10 seasonal bookings are made or if there is more than 2 weeks between bookings. For further information on VAT, please contact us.
27. Seasonal invoices are raised in July and at the end of the season and sent to the nominated contact for the club. If the club prefers that the invoice is sent to a secondary contact e.g. the club treasurer, they must inform the Council.
28. Seasonal fees are payable in 2 instalments, as specified on the invoice sent.
29. An invoice for any games played in addition to the ones paid for within the seasonal fee, will be invoiced separately. These games will be subject to VAT.
30. Invoices for additional fixtures and one off/ad-hoc bookings must be paid by the date stated on the invoice.
31. The Parish Council does not provide refunds if less than the original number of booked games are played. However, the Parish Council reserves the discretion to refund charges in exceptional circumstances.
32. All payments should be made promptly via the on-line booking system. The Parish Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date of payment. If a Club is not able to make payment by the due date they must contact the Parish Council immediately.
33. All invoices must be paid in full before a pitch will be allocated for the following season.

34. If it is necessary for the Parish Council to undertake extra cleaning after a game, the Club 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.

### **Training**

35. In order to avoid over-use of our pitches training sessions are not permitted. Anyone caught running training sessions will be charged for the reinstatement of the pitch and for the loss of income from any matches that have to be cancelled as a result of the damage they have caused.

### **Care of Premises**

36. The pavilion will be opened by individual teams prior to the match, and closed/locked at the end.
37. The Club must ensure that there is a responsible adult present and able to supervise at all times during the letting. In the event of a match 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.
38. The Club must pay the Parish Council the cost of any damage resulting from a letting. This includes the site, pavilion and any equipment stored within.
39. The Club 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 items must be removed and disposed at the end of each match into black dustbin bags. On match days, these bags may be left inside the pavilion by the door, subsequently being removed by the groundsman. 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.
40. Cleaning materials will be available for use.
41. The Club may not use furniture, equipment or stock on the premises without the approval of the Clerk to the Council.
42. Where decoration or additional fixtures are required hirers may use only surface fixings which cause no damage to the premises.
43. The Team/Club may not use chalk, resin or polishing materials on floors.
44. The Team/Club 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 the Clerk to the Council. Any specialist equipment which is used should only be connected to circuits protected by Residual Circuit Devices (RCDs).
45. 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.

### **Emergency Procedures**

46. 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 Club must make suitable arrangements for this.

### **Condition Of Premises/Grounds**

47. 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**

48. The Parish Council's insurance does not extend to the Club's liabilities. It is the responsibility of the Club to provide appropriate insurance.

49. The Club must provide details of their public liability insurance upon on-line registration. A minimum cover of £5m is required.
50. The Club must provide insurance cover for equipment left at the premises.

### **Legal Requirements**

51. The Club shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The Club 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 the Clerk to the Council.
52. The Club 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.
53. The Club 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.
54. The Club shall ensure that the Team's/Club's 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 Team/Club for full settlement.
55. The Club 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**

56. 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.

### **Responsibilities of the Parish Council**

57. The cricket square will be cut, rolled, and marked-out as necessary by our contractors to ensure it is in a reasonable state of play.
58. On occasion, it may be necessary for the Parish Council to change the venue of a match, use the pitch for a special event or vary the siting of a pitch. If this happens clubs will be notified in advance and alternative pitches offered wherever possible.

### **Responsibilities of the Club**

59. To discuss and agree match dates with any other team/club sharing the pitch. If a suitable agreement cannot be reached, the decision of the Clerk to the Council will be final.
60. To provide its teams' equipment. Please note that any club property left on the Parish Council's premises is the sole responsibility of the club and must be stored tidily and safely so as not to obstruct any emergency exits and other users of the building.
61. To remove all club equipment at the end of each season. Any team/club equipment left after the end of the season may incur a weekly storage charge.

62. To make provision for emergency situations, including first-aid equipment and access to a telephone.
63. To be responsible for the safe keeping of the Club's equipment and members' possessions after the pavilion has been opened.
64. To place in storage all equipment belonging to the Parish Council and the team after each match.
65. The team must not, and must not allow, damage to any equipment belonging to the Parish Council (or any other organisation using the premises), the playing field and its surroundings. The Parish Council reserves the right to a) charge Clubs for any such damage caused and b) to cancel future fixtures.
66. The club must inform the Parish Council as soon as possible if a window on the premises is damaged by a cricket ball. They must also email the office to confirm the details.
67. No modifications may be made to the building or surrounding area without the written approval of the Clerk to the Council.
68. No charges may be made for admission to the playing field.

### **Compliance with Regulations**

69. 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**

Parish Office

Downend Library

Buckingham Gardens

Downend

Bristol

BS16 5TW

Tel. 0117 9567001

Pitch Condition Hotline 07941 350363

Emergency email [emergency@dbhparishcouncil.co.uk](mailto:emergency@dbhparishcouncil.co.uk)

Email [clerk@dbhparishcouncil.co.uk](mailto:clerk@dbhparishcouncil.co.uk)

Website [www.downendbromleyheath.org](http://www.downendbromleyheath.org)