



Downend & Bromley Heath Parish Council

TENNIS REGULATIONS

REGULATIONS FOR THE LETTING OF TENNIS COURTS

General

The term "The Hirer" refers to the individual completing the hire form, whether they are applying to hire the facilities as a private individual or on behalf of a club or organisation.

1. These regulations apply to the letting of all tennis courts and pavilions which are the responsibility of Downend & Bromley Heath Parish Council and the Environment & Community Services Department of South Gloucestershire Council.
2. Applications for letting must be made electronically.
3. The Hirer will be personally responsible for ensuring that the letting fee/hire charge is paid and for compliance with these regulations. If this person is acting on behalf of a club/organisation and steps down as the nominated contact for that club/organisation, the person taking over responsibility must confirm this in writing by email or letter.
4. If the application is made on behalf of a club/organisation, the premises/grounds may only be used by the club/ organisation on whose behalf the application is made.
5. The booking is provisional until confirmed electronically by the council officer/s responsible for administration of the booking. 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 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.
10. All correspondence is sent by email to the Hirer. It is the responsibility of the Hirer to ensure that the Council is informed of any changes to these contact details. If the Hirer is acting on behalf of a club/organisation and steps down from that position it is the responsibility of the club/organisation to inform the Parish Council and to provide the contact details of their replacement.
11. When contacting the Parish Council by email the Club are advised to use the following email address – 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.

Bookings

13. There is no need to book. The tennis courts are available for anyone to turn up and play on an ad hoc basis PROVIDED THE FACILITIES HAVE NOT BEEN BOOKED AND PAID FOR IN ADVANCE BY ANOTHER INDIVIDUAL OR ORGANISATION.
14. If an individual or organisation wish to secure a court(s) on specific days and times they will need to book and pay for the use of the facilities. To do this a minimum block of 6 hours must be booked e.g. 1 court for 6 hours or 2 courts for 3 hours, across a single day or across a number of days.
15. Priority is given to those hiring the courts on an annual basis. Casual block bookings will be made only when all annual bookings have been allocated.
16. Once the application has been approved, an email of confirmation will be issued to the Hirer confirming the details of the booking. The Hirer should keep this email on their person when using the facilities. If somebody else is already using the booked facilities when the Hirer arrives on site, the Hirer should show them the email confirmation and politely ask them to move.
17. Additional bookings or alterations to bookings may be requested electronically or by contacting the Clerk to the Council, with at least two full working days notice.
18. In the event of poor weather conditions it is the responsibility of the Hirer to decide if the courts are safe to use.

Charges, Payments and Refunds

19. Charges are per hour.
20. Charges will be made at rates fixed by the Parish Council and shall be liable to change without prior notification. The Parish 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.
21. 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.
22. Invoices for annual bookings will be sent to the Hirer. If a club/organisation prefers that the invoice is sent to a secondary contact e.g. the club treasurer, they must inform the Parish Council at the time that the booking is made.
23. Invoices for casual bookings are raised at the beginning of the hire period.
24. All invoices must be paid by the date stated on the invoice.
25. Annual fees may be paid in instalments at the discretion of Downend & Bromley Heath Parish Council. Requests to pay in instalments must be made in writing at the time of booking.
26. All payments should be made promptly using one of the payment options listed on the invoice. The Parish Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date of payment. If the individual hirer or Club/Organisation is not able to make payment by the due date they must contact the Parish Council immediately.
27. All invoices must be paid in full before the courts will be allocated for the following year.
28. The Parish Council does not provide refunds if less than the original number of booked hours are used. Any unused bookings cannot be carried over to the following financial year but may be used on alternative days/dates.
29. The Parish Council reserves the discretion to refund charges in exceptional circumstances.

Care of Premises

30. 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 tennis session 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.

31. The Hirer must pay the Council the cost of any damage resulting from a letting. This includes the site, pavilion and any equipment stored within.
32. 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. Any food/drink items must be removed and disposed at the end of each booked session. 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.
33. The Hirer may not use furniture, equipment or stock on the premises without the approval of the Clerk to the Council.
34. 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 the Clerk to the Council. Any specialist equipment which is used should only be connected to circuits protected by Residual Circuit Devices (RCDs).

Emergency Procedures

35. The Parish 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/Grounds

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

Insurance

37. The liability for accident and/or damage to property lies with the hirer not the Parish Council. It is the hirer's responsibility to decide whether they need to take out insurance to cover this liability.

Legal Requirements

38. The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. They 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.
39. 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 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.
40. 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.
41. The Hirer shall ensure that their 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 Hirer for full settlement.

42. 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

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

44. To provide an email to the hirer as evidence that the court(s) have been booked and paid for.
45. To provide a net on each court.

Responsibilities of the Hirer

46. To make provision for emergency situations, including first-aid equipment and access to a telephone.
47. To be responsible for the safe keeping of their equipment and possessions, and in the case of a club/organisation the equipment and possessions of any of their members.
48. The Hirer must not, and must not allow, damage to any equipment belonging to the Council (or any other organisation using the premises), the playing field and its surroundings. The Parish Council reserves the right to a) charge the Hirer for any such damage caused and b) to cancel future bookings.
49. No modifications may be made to the building or surrounding area without the written approval of the Department.
50. No charges may be made for admission to the playing field.
51. To bring their bearer's email to each session as evidence that they have booked and paid for the courts.

Compliance with Regulations

52. 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

Emergency email emergency@dbhparishcouncil.co.uk

Email clerk@dbhparishcouncil.co.uk

Website www.downendbromleyheath.org