



# **NORTH HORSHAM PARISH COUNCIL**

## **POLICY AND CONDITIONS OF HIRE IN RELATION TO THE MULTI COURTS AT HOLBROOK TYTHE BARN**

### **1. EXTENT OF THE POLICY**

The Policy and Conditions of Hire relates to the Multi Courts at Holbrook Tythe Barn.

### **2. CORRESPONDENCE**

All correspondence shall be addressed to the Parish Clerk, North Horsham Parish Council, Roffey Millennium Hall, Crawley Road, Horsham, West Sussex, RH12 4DT. Telephone – 01403 750786. Email – [parish.clerk@northhorsham-pc.gov.uk](mailto:parish.clerk@northhorsham-pc.gov.uk)

### **3. REGULATIONS**

All Hirers of Parish Council premises are bound by the rules and regulations governing use of the premises, which are deemed to be incorporated into these conditions.

### **4. AGE OF HIRER**

Persons under the age of 18 years are not acceptable as hirers or as signatories to the Parish Council's documentation in relation to hire of any of the premises.

### **5. BOOKING PROCEDURES**

Bookings may be made by telephone or email.

On receipt of the required information, a Booking Confirmation letter will be sent to the Hirer, in duplicate. The Hirer is required to confirm the booking by returning a signed copy of the Booking Confirmation letter to the Parish Office.

Provisional bookings are not accepted.

### **6. BOOKING EXCLUSIONS**

a) Bookings are not taken at the Multi Courts on any Bank or Public Holidays i.e. New Year's Day, Good Friday, Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day; and any other Public Holiday that may be announced from time to time.

Bookings are generally not taken during the Parish Council's Christmas closure from 1pm on Christmas Eve until the New Year return to work date (the Parish Office will advise of opening hours).

Bookings may be taken on the Saturday and Sunday between Good Friday and Easter Monday.

b) The Council will not hire premises (including the Multi Courts) for purposes that conflict with its policies on Equality and Diversity, Safeguarding, Counter Terrorism and Security and / or that are in breach of the Equality Act 2010, Children Act 2004, Care Act 2014 and the Counter Terrorism and Security Act 2015. This legislation will also be taken into account when considering whether to accept a booking. The Council also

reserves the right to not hire premises to people or organisations whose views and / or conduct are not in accordance with the Public Sector Equality duty to:

- Eliminate unlawful discrimination, harassment and victimisation
- Prevent people being drawn into terrorism
- Advance equality of opportunity between different groups
- Foster good relations between different groups

The Council will not hire premises for purposes that are likely to cause offence to public taste and decency, except where the possible offence is balanced or outweighed by other factors (e.g. freedom of expression or artistic merit). This will ultimately be determined by the Property Committee who will make a determination as to whether to hire the premises.

The Council will report individuals and / or organisations to the Police if it is believed that they may have committed a public order or incitement to hatred offence (or any other criminal offence) on Council premises.

When hiring the premises, the Council expects the Hirer to observe exemplary standards of behaviour and conduct with regard to safeguarding children and vulnerable adults. The Hirer is responsible for being fully aware of issues concerning the safeguarding of children and vulnerable adults. Any possible risks involved in proposed activities must be considered by the Hirer and appropriate action must be taken to protect everyone involved. The Council reserves the right to cancel any bookings where the safeguarding conditions within its safeguarding policy are not adhered to. This will include any incident where a group has allowed a person or people to help with running a group in any capacity without formal notification to the venue or without enhanced DBS checks being made available for inspection.

## **7. END OF HIRE**

Periods of hire at the Multi Courts shall cease at the following times:

- Monday to Saturday            10.00 pm
- Sunday                                9.00 pm

## **8. HIRE CHARGES**

The charges for the hire of each of the Parish Council's premises and services provided shall be those as determined, from time to time, by the Parish Council.

The Parish Council's Policy is to review hire charges annually, coming into effect on the 1<sup>st</sup> of April each year.

Where a booking is made for a date or dates after the date on which the Council's reviewed charges come into effect, the scale of charges determined at the review shall be those applicable to the Hirer.

## **9. BLOCK BOOKINGS**

As laid down by Her Majesty's Revenue and Customs (HMRC) Block Bookings must comply with the following rules to qualify for an exemption from the payment of VAT –

- (a) The booking must be made by a school, club or organisation representing affiliated Clubs or Associations, such as a local League
- (b) The Block Booking must be for a minimum of ten sessions
- (c) There must be at least one day and no more than fourteen days between each session, with no exception for intervals greater than fourteen days through the closure of the facility for any reason
- (d) Each session must be for the same sport or activity
- (e) Each session must take place at the same facility
- (f) The Block Booking is to be paid for as a whole. In order to qualify for the VAT exemption, no refunds will be given, including in the case of extreme weather. Where reasonably practicable, however, the Council will make every effort to liaise with the Hirer and agree a new date for the cancelled booking.
- (g) In the event that the whole Block Booking is cancelled by the Hirer and a refund is provided, VAT will be charged retrospectively and applied to all sessions and the Hirer will be invoiced for the balance due
- (h) The maximum length of any one Block Booking is one financial year
- (i) In the event that a Block Booking is made by a Hirer, other than on a seasonal basis, the Hirer will be invoiced in advance for the whole booking and payment in full must be made before the Block Booking commences. **Note** – four clear working days should be allowed for the payment to clear
- (j) In the case of a Block Booking being made by a seasonal or regular hirer, payment may be made by instalments viz. monthly

#### 10. **ADDITIONAL CHARGES**

Additional charges shall include costs due from the Hirer for damage, breakages, additional hire time or for any other costs incurred by the Parish Council as a result of the actions of the Hirer.

Any other charges due from the Hirer shall be invoiced by the Council as soon as is practicable after the date of hire.

#### 11. **PAYMENT OF HIRE CHARGES**

Payment of charges will be notified to the Hirer by way of an invoice. Where a booking is made with less than seven days' notice, payment of the amount due must be made in full immediately.

Where payment is not received as directed, the hire may be terminated at the discretion of the Parish Clerk or other authorised officer.

Late payment of any invoice may, at the discretion of the Parish Clerk, attract an administration fee of £5 per week, beyond the due date of the invoice.

#### 12. **METHODS OF PAYMENT**

Payments for hire may be made in the following ways:

- **By cheque** – payable to North Horsham Parish Council – and sent to the address stated in (2).
- **By Bank Transfer** – please see the Council's bank details on your invoice or contact the Parish Office for details.

Currently, the Parish Council is unable to accept payment by credit or debit card.

**13. CANCELLATION POLICY**

In the event of a cancellation by the Hirer **twenty eight days or more** prior to the event, a full refund will be given for any monies paid, providing notification of the cancellation is given in writing.

In the event of a cancellation by the Hirer with **less than twenty eight days** notice, a refund is at the discretion of the Parish Clerk.

Bookings are accepted by the Parish Council on the basis of the information supplied by the Hirer. In the event that any information given as to proposed use, number of persons attending or any other relevant factor is found to be incorrect, the Parish Council reserves the right to cancel the booking. In such cases, a refund will be considered by the Parish Council's Property Committee, on application by the Hirer in writing.

Bookings may be cancelled by the Parish Council for the essential safety of the Hirer or for operational reasons. Notification of the cancellation will be given to the Hirer as soon as possible. The decision of the Parish Council in this regard is final. Every attempt will be made by the Parish Council to provide alternative premises, where possible. The hirer will be given a full refund of any monies paid in respect of such a cancellation.

**Note - In respect of the cancellation of Block Bookings see 9(f) and (g) above**

**14. PURPOSE OF HIRE AND SUB-HIRING**

The Hirer shall not use the premises for any purpose other than that described in the Booking Confirmation letter and shall not sub-hire the premises to any other person or organisation.

**15. INDEMNITY AND INSURANCE**

The Hirer shall be liable for and indemnify the Parish Council against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whoever caused by or to any persons which shall occur while such person is in or on any part of the premises; or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury, other than arising from the Parish Council's negligence.

The Parish Council reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in the above paragraph have been taken out and are in force at all material times.

Hirers are asked to consult their own insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

All Parish Council owned premises are insured against claims arising out of the Parish Council's negligence.

**16. GOOD ORDER**

The Hirer shall be responsible for good order being kept through the period of hire. The Hirer and users associated with the booking shall not act in a manner which causes injury, damage or distress to any property or person, including Council staff and other users of the Facilities.

The Hirer and users associated with the booking must ensure that they do not discriminate either physically, verbally or by their conduct on the grounds of race, nationality, colour, ethnic or national origin, religion, creed, sexual orientation, marital status, sex or disability.

The Hirer and users associated with the booking shall obey any instruction given by the caretaker on duty or other authorised officer of the Council.

The Parish Council may make an additional charge for any expenses incurred in engaging the Police or other personnel to preserve order prior to, during or after the period of hire.

**17. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY**

The use of the premises and equipment, facilities and amenities, including car parking where available, is permitted solely at the Hirer's own risk. The Parish Council shall not be liable for any injury to any Hirer or any employee, invitee or guest of the Hirer; or for loss or damage to any property.

Any property and effects in the premises belonging to the Hirer shall be at their sole risk; and unless previously agreed by the Parish Council, if such equipment, property and effects are not removed at the end of the hire, an additional charge may be made.

**18. RISK ASSESSMENT**

Every hirer is responsible for performing a Risk Assessment prior to each and every use of the premises. The Parish Council, may, at its discretion, require a copy of the Risk Assessment.

**19. ILLEGAL OR UNLAWFUL ACTIVITIES**

The Hirer shall not cause or permit the premises to be used for any unlawful or illegal activity. The Parish Council reserves the right to cancel the hire immediately and any monies paid will be forfeited. The Parish Council will report evidence of illegal activities on the premises to the Police and assist with their enquiries.

**20. UNDESIRABLE SUBSTANCES**

No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written permission of the Parish Council.

**21. SMOKING**

Smoking is not permitted in any premises owned by the Parish Council including the Multi Courts.

**22. EMERGENCY PROCEDURES**

It is the responsibility of the Hirer to familiarise themselves with the means of escape from the premises, assembly points and to ensure that any person at the period of hire requiring a Personal Evacuation Plan is identified and that they have a plan in place for them

The Hirer shall ensure that the exit from each Multi Court is kept free of any obstruction and shall immediately remove anything deemed to be an obstruction at the request of the caretaker on duty or other authorised officer of the Parish Council.

In the event of an emergency, the Hirer shall comply with all directions given by any authorised officer of the Council; or any member of the Emergency Services; or any other statutory body or agency.

**23. RIGHT OF ENTRY**

The Parish Council reserves the right for any authorised officer of the Parish Council, the Police, Fire Brigade or any other statutory body to enter the premises at all times; and the right to require the Hirer to refuse admission to or remove from the premises any disorderly person or persons, which may cause danger or damage to the premises

**24. EQUIPMENT PROVIDED BY THE COUNCIL**

It is the responsibility of the Hirer to report any damage or defect: or the loss of any equipment to the caretaker on duty or to the Parish Office.

**25. ACCIDENTS**

The Hirer must report all accidents involving injury to the public to the caretaker on duty or other authorised officer of the Council, as soon as reasonably practicable.

There is a legal requirement under the RIDOR Regulations to report certain types of accident or injury. The form to be used in such instances is prescribed and assistance will be given, if required, by the Parish Clerk

**26. BROADCASTING AND FILM RIGHTS**

A Hirer, hiring any Parish Council owned premises, shall not be granted broadcasting or film rights without the prior consent of the Parish Clerk.

If such consent is given, the Parish Council reserves the right to take part in any negotiations, to be party to the terms and condition of any agreement reached and to share in any income and publicity derived therefrom.

**27. CHILDREN AND YOUNG PERSONS**

The Hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Act 1989 and any other relevant legislation; and that only fit and proper persons have access to the children.

The Hirer shall take responsibility for all children in their care at all times while they are on Parish Council premises.

The Parish Council will not assume responsibility for the care or welfare of any unaccompanied child or children.

Any suspicious behaviour should be reported immediately to the caretaker on duty or other authorised officer of the Council; or to the Police.

**28. ANIMALS**

The Hirer shall ensure that no animals are brought onto the Multi Courts.

Assistance dogs are welcome on Parish Council premises, providing they are accompanying their owner.

**29. FLYPOSTING**

Flyposting on vacant shop premises, street furniture, trees etc. is an offence and makes an offender liable, on summary conviction, to substantial penalties.

The unauthorised display of posters on the Multi Courts fence or anywhere within the Holbrook Tythe Barn complex is not permitted; and will be promptly removed. Any unauthorised and illegal display of posters may result in the cancellation of a booking and may be taken into account when considering accepting future bookings of any Parish Council premises.

**30. LOTTERIES, RAFFLES AND GAMING**

No gaming, betting games or lotteries shall be carried on or be allowed to be carried on in any of the Parish Council premises, including the Multi Courts, except those games made lawful by the Betting, Gaming and Lotteries Acts; and then only if the statutory provisions are complied with.

**31. NOISE**

It is the responsibility of the Hirer to ensure the effective supervision of the arrangements and the activities in the premises during the period of hire and for the prevention of disorderly behaviour, so as to ensure that no nuisance or annoyance is caused to nearby residents.

It is the responsibility of the Hirer to ensure that the Hirer and the Hirer's employees, invitees and guests make the minimum of noise and disturbance on arrival at and departure from the premises; and in the immediate environment of the premises.

**32. COMPLAINTS**

Any complaint by the Hirer in respect of the use of Parish Council premises or the arrangements for that use shall be made in writing to the Parish Clerk, within seven days of the date of hire. In the event of a complaint being made, the Parish Council's Complaints procedure will be followed.

**33. CHANGES TO POLICY AND CONDITIONS OF HIRE**

The Parish Council reserves the right to amend this Policy and the Conditions of Hire at any time; and any changes to the Policy and Conditions of Hire shall be notified to all Hirers.

The Policy and Conditions of Hire in force at the date of hire shall be those which are applicable to the hire.

### **34. DATE OF REVIEW**

This Policy and the Conditions of Hire will be reviewed every 2 years by the Property Committee. The next scheduled review is due in September 2022.

### **ADDENDUM – MAY 2022**

- The Hirer will undertake not to exceed the maximum capacity of the multi-courts, which is 10 per court plus two coaches.
- Sanitation of the courts, (wiping down the goal structures and parts of the gate likely to be touched during entry and exit of the courts including the handles and padlocks) is the responsibility of the Hirer.