



Morpeth Town Council

CONDITIONS OF HIRE AND INFORMATION FOR USERS

BY SIGNING THE BOOKING FORM, ALL HIRERS AGREE TO THE TERMS AND CONDITIONS SET OUT IN THESE TERMS

1. General Hire Conditions

- 1.1 Courts may be booked for recurring or single lettings. Court hire is charged at £9.60 per hour;
- 1.2 Hirers must be aged 18 years or over. The hirer (or authorised representative) is responsible for maintaining good behaviour and conduct of any persons using the court and must give assurances that children under 18 years old will be supervised;
- 1.3 Child protection is the responsibility of the hirer (Under the Children Act 2004) to ensure the safety of all children at all times. It shall be a condition of any letting to which children are admitted that hirers observe the provisions of Section 12 of the Children and Young Persons Act 1933 in respect of adult attendants;
- 1.4 The hirer (or authorised representative) must be present during the period of hire and ensure that all terms and conditions are observed. The hirer (or authorised representative), during the period of hire, must be responsible for the behaviour of all persons using the court whatever their capacity;
- 1.5 The hirer (or authorised representative) shall be responsible for the safety of all persons attending, and shall indemnify the Council from and against all claims and demands for loss, damage or injury suffered by any person arising from the negligence of the hirer or those of whom they are vicariously liable.

2. Health and Safety

- 2.1 Hirers must report accidents, faults or incidents to the Council as soon as possible;
- 2.2 Smoking is not permitted on site;
- 2.3 Hirers must undertake their own risk assessment for their activities.

3. Licenses

- 3.1 The hirer shall ensure that nothing is done on or in relation to the venue in contravention of the law relating to gaming, betting and lotteries.

4. Liability

- 4.1 Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event to ensure that they are aware of and abide by the legal regulations. The Council are not liable or responsible for any food brought in to the court;
- 4.2 The Council shall not be liable to the hirer, volunteer or employee of the hirer, or to any third party for any loss, cost, expense, penalty or damage incurred or suffered, including but not limited to any personal injury or death or damage to property, arising directly out of or in consequence of the hirers use of the court and/or the hirers breaches of any use conditions.

5. Use of Courts

- 5.1 The hirer shall be responsible for leaving the court and surrounding area in a clean and tidy condition, all personal rubbish must be removed;
- 5.2 If the hirer fails to meet the above requirement, the Council shall be at liberty to make an additional charge;
- 5.3 No alterations may be made to the courts nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the courts without written approval from the Council;

- 5.4 The hirer will be held responsible for any damage incurred and any relevant costs for replacement items may be charged to the hirer. Any accidents, faults or damage must be reported to the Council as soon as possible;
- 5.5 No dogs are allowed except for assistance dogs;
- 5.6 Any use of the venue must be conducted in such a way that it does not unreasonably interfere with the activities of other users by way of noise, disturbance or otherwise;
- 5.7 This agreement constitutes permission only to use the court and confers no tenancy or other right of occupation on the hirer.

6. Bookings

- 6.1 All applications for hire must be made on the prescribed booking form. All bookings are considered provisional until a completed and signed booking form has been received and confirmed by the Council. Provisional bookings can only be kept for 7 days, If the Council does not receive a completed booking form within 7 days, the provisional booking will be withdrawn and the Council reserves the right to re-let the facilities;
- 6.2 Bookings relate only to the specific court, days and times hired. All bookings must start and end at the agreed time;
- 6.3 Any request for additional time at the beginning of a booking or any bookings running over the time stated on the booking form will result in additional charges;
- 6.4 Regular bookings with fees/Commercial Hirers must provide the Council with a copy of the relevant Public Liability Insurance Certificate;
- 6.5 Signing or signifying agreement to the booking form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the venue in conjunction with their booking, act in accordance with them. The Council will assume that anyone signing on behalf of an organisation is duly authorised to do so;
- 6.6 In the event of someone using any of the courts without signing or specifically agreeing to the booking form, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the courts in conjunction with their booking, act in accordance with them.

7. Caretaking Service

- 7.1 The Caretaker will open up the venue approximately 5 minutes before the booking. They will lock up after use however, if the hirer leaves early, please ensure that the gates are closed behind you.

8. Bank Holidays

- 8.1 Applications for the hire of Bank Holidays will only be granted with the express permission of the Council. These will incur an extra charge.

9. Cancellations

- 9.1 Any cancellations of more than 24 hours will result in a refund of 50% of the whole hiring charge;
- 9.2 No refund will be offered to cancellations of 24 hours or less;
- 9.3 The Council reserves the right to cancel any booking at any time, for example if the court becomes unfit for use, unauthorised or improper use of the courts or if required for emergency purposes. In any event, the Council will not be held liable for any direct or indirect costs resulting in the cancellation.

10. Privacy Policy

- 10.1 Morpeth Town Council is a data controller. This means we need to collect your personal data so we can process court hire bookings. A full copy of our privacy notice is on the Town Council website www.morpeth-tc.gov.uk or can be requested from the Town Council office.