

Hire of Open Space Regulations

Regulations for the Hire of Public Open Space for Personal Training

General

1. These regulations apply to the letting of all premises and grounds which are the responsibility of the Environment & Community Services Department of South Gloucestershire 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.
3. When contacting the Council by email the Hirer is advised to use the following email address CommunitySpaces@southglos.gov.uk.
4. It is the Hirer's responsibility to ensure that the Council is informed of any changes to their contact details.
5. A separate hire arrangement must be agreed for each site.
6. Applications for letting must be made on the forms we provide.
7. 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, letter or fax.
8. Once the agreement has been confirmed the applicant will be issued with a bearer's letter authorising them to use the site on the set days and times. This letter should be taken to each session in case the applicant is challenged by a member of the public.
9. The premises/ground may only be used by the organisation on whose behalf the application is made.
10. Only the named applicant will be authorised to conduct the training sessions requested on the hire form.
11. Those taking part in the training sessions must be aged over 18. Requests to conduct sessions for children or young adults under the age of 18 will be considered but the applicant will need to demonstrate that they are DBS checked and that they have the appropriate child protection policies in place.

12. The booking is provisional until confirmed in writing 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.
13. The Hirer shall be held responsible for the effective supervision of the arrangements and people present during the period of hire.
14. Occasionally it may be necessary for us to cancel a booking. If this happens we will endeavour to give as much notice as possible. We are unable to offer refunds but the applicant will be offered an alternative venue or time slot if available at no extra charge.
15. The 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 any activities.
16. 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.
17. 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 each session. If the Hirer fails to keep the site secure they will be liable for any costs resulting from unauthorised access.
18. The Council reserves the right of entry for its staff or agents at all times.
19. On behalf of the Council, the Director of Environment & Community Services 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.
20. Please ensure that you have prior agreement/consent before taking any photos at events on property owned or leased by South Gloucestershire Council. It is vital if an event includes children or vulnerable adults any photography including video is agreed with all parties (individual's parent or carer) in advance.
21. During the hire agreement members of the public must be allowed to access the public open space.
22. Excludes monthly membership or subscription schemes.

Charges, Payments and Refunds

23. 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.
24. Each hire arrangement is subject to a separate set hire fee.
25. The set hire fee applies to one site only for a maximum of 6 hours per week. Any additional hours will be considered on request. If agreed these additional hours will be subject to a charge over and above the set fee.
26. The set fee will be payable on receipt of the invoice which will be issued when the agreement is confirmed. Details of the payment methods available can be found on the back of the invoice. Payments must not be sent directly to the Community Spaces office.
27. The Community Spaces section reserves the discretion to agree an instalment plan with the Hirer for payment of the set fee. These arrangements are agreed on a case by case basis. The Hirer must request this arrangement when submitting the hire form and a decision will be made before the application is agreed.

28. 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.
29. 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.
30. Further bookings will not be taken for an individual or organisation with any outstanding invoices.
31. 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 before the start of the hire agreement the Council also reserves the right to charge the agreed hire fee in full.
32. The Council does not provide refunds. However, the Council reserves the discretion to refund charges in exceptional circumstances.
33. 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.

Care of Premises

34. 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.
35. The Hirer must ensure that any rubbish is cleared away and the premises are left in the condition in which they were found. 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.
36. If it is necessary for our contractors to undertake reinstatement works as a result of the training the Hirer will be invoiced for the cost. This includes litter picking and damage to any part of the premises or equipment on site. Failure to pay this charge within 10 working days of the due date as shown on the invoice will result in the agreement being cancelled.
37. The Hirer may not use equipment or stock on the premises without the approval of the Director of Environment & Community Services.
38. Where decoration or additional fixtures are required hirers may use only surface fixings which cause no damage to the premises.
39. The Hirer may not use chalk, resin or polishing materials on floors.
40. 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 Director of Environment & Community Services. Any specialist equipment which is used should only be connected to circuits protected by Residual Circuit Devices (RCDs).

Emergency Procedures

41. 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.

Insurance

42. 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.
43. 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. Minimum cover of £5 million is required.
44. The public liability insurance policy details must be supplied before the hire agreement can be finalised.
45. The Hirer is responsible for providing insurance cover for any equipment or possessions brought onto the premises.

Responsibilities of the Council

46. 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.

Responsibilities of the Applicant

47. To not use any areas of the site marked as sports pitches or designated by Community Spaces Section as unsuitable for training purposes.
48. To provide any equipment required.
49. To ensure that they hold the correct qualifications/training to run the activity.
50. To make provision for emergency situations including the provision of first aid equipment and access to a telephone.
51. The Hirer must not allow damage to any equipment or structures belonging to the Council or to the playing field and its surroundings.
52. No charges should be made for entry to the public open space and access must not be restricted.
53. Any equipment brought onto site is the sole responsibility of the Hirer and must be removed at the end of each session.

Legal Requirements

54. The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, 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 the Director of Environment & Community Services.
55. 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.
56. 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.

57. 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.
58. 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

59. South Gloucestershire 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

60. Failure by the Hirer to comply with any or all of the foregoing regulations, whether intentionally or not, may be deemed by the Director of Environment & Community Services 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:

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