

OUTDOOR FACILITIES SUMMER SEASON 2020
TERMS AND CONDITIONS OF HIRE FOR CRICKET

(To be kept for your reference)

- Application:** Advanced application for the hire of any facility must be made in writing on the prescribed forms. Applications should include details of all the proposed use of the facility along with a fixture list of all games to be played during the season.
- Availability of Venue:** The wickets will be available for league fixtures from:
2nd May 2020 until 30th August 2020. ALL fixtures must be played by the end of this period and there will be no exceptions to these dates.
- Requests by Clubs for extensions should be made 14 days before the end of the season. Any application will be looked at individually and on merit by the Parks Department.**
- Booking a fixture:** All fixtures must be authorised by this Council. Under **no** circumstances, will the Hirer approach the Park Ranger direct for use of the facilities. The Council reserves the right to terminate or suspend this Agreement in the event of any breach of this condition.
- Any clubs breaking this condition will be suspended from using Council facilities.**
- Insurance:** Copies of the Hirer's Public Liabilities Insurance along with the Council's signed Disclaimer Form enclosed, is to be forwarded to the Outdoor Facilities Office before the start of the season.
- Security of Valuables During Fixtures:** It is the home club's responsibility to ensure that the team's valuables are safe and secure. Clubs are advised to nominate/appoint a member of the team to collect the valuables and then lock them in a safe place. The home side should also advise their opponents to do the same.
- Bar Licence:** All clubs should forward a current copy their Public Bar Licence and Public Entertainment Licence (if applicable), which should include name, address and telephone number of the Licensee (where applicable).
- Smoking Ban:** Smoking inside or in the immediate vicinity of any buildings or premises hired under this Agreement by any player, official or spectator is not permitted. **It is the responsibility of the hirer to enforce this provision.**
- Payments:** The Council must receive payment prior to the use of this facility. Payment can be made by cash or cheque which should be made payable to CCBC.
- Cancellation:**
- (1) **By Hirer:**
 - Pre Fixtures – If the club notifies Parks Services office on 01443 811452 prior to a fixture the Wicket fee will only be refunded if the wicket has not already been prepared.
 - Post Fixtures – If the club fails to notify the Parks Services office on 01443 811452 of the cancellation due to weather conditions by the next working day the fixture fee will be forfeited.

- (2) **By the Council:** The Council reserves the right to cancel any fixture, which may be subject of this Agreement, should the facility be required for a special event.

As much notice as possible will be given to Clubs in such cases. The Council shall not be liable for any loss arising out of such cancellation.

Charges: Charges are set by the Council on April 1st of each year.
Charges include the use of:

- 2 Sets of Changing Rooms / Showers (where available)
- Tea Room (where available)
- Playing Surface
- Umpire's room (where applicable)

- Use of the pavilion:**
- (1) The Hirer shall use the hired facility for the purposes of the playing of the game of cricket and training where agreed with the Council and for no other purpose whatsoever.
- (2) Access to changing rooms to be used in connection with the fixture will be made available to the Hirer by the Council between the hours of **1.00 p.m. till 8.00 p.m.** On evenings when games are being played, the times will be extended to 8:30 p.m. **but no later.**
- (3) Clubs that supply and use their own electrical appliances must have them P.A.T. (Portable Appliance Tested) by a qualified person and have it labelled and registered annually. The Club must fund this expense themselves.
- (4) Any person(s) preparing food within the pavilions or changing rooms (on behalf of the Club) must submit an Application for the Registration of a Food Business Establishment. This form is available from the Authority's Environmental Health section on 01443 866544, this must be returned 28 days before commencing food operations. The person(s) must also clean the kitchen surface areas prior to and after use. The council does not endorse or encourage the use of their pavilions/changing rooms for preparing foodstuffs.
- (5) It is the Club's responsibility to remove any refuse/food/drink waste generated by them from any refreshment they may supply to the home and/or away teams.

If you need guidance in Food & Hygiene matters please contact Environmental Health on 01495 235242. If you wish the Council to remove refuse or waste, please contact Waste management on 01443 873704. A cost will be incurred for these services.

- Equipment Storage:**
- (1) The Hirer, in agreement with the Authorised Officer, shall only store equipment used in connection with the facility. The Council will not be responsible for any subsequent damage that may occur to the equipment. If consent is given, the equipment must be insured by the Club separately against any damage or loss.
- (2) A Hirer who regularly uses the same venue each season will have to seek permission from the Authorised Officer, in writing on an annual basis to continue storing equipment used in connection with the hire. The Club will provide the Council with a copy of an inventory list of all equipment stored in the building.

- (3) If any unauthorised storage of equipment in pavilions is reported, the Authorised Officer will issue the Hirer with 5 days written notice to remove the said items. Failure to do so may result in the equipment being removed by the Council. Any costs incurred will be passed to the Hirer. When the costs are paid in full, the Hirer will be able to retrieve the said equipment.
- (4) Periodically, fire risk assessments are undertaken within all council premises. As a result, clubs maybe asked to remove or store items in a different manner / location.

Use of ground:

- (1) The Hirer is responsible for ensuring that access to and from the facility is kept clear of motor vehicles. Failure to do so **may** result in the facility being withdrawn.
- (2) No motor vehicles shall be parked or driven outside of any approved car park. Any costs incurred by the Council arising out of any damage caused by a motor vehicle being parked or driven across the playing surface, shall be recovered from the hirer.
- (3) The Council shall decide whether a pre-arranged game shall be called off on the grounds of inclement weather. In this regard the Council's decision shall be final. If the Hirer uses a facility following the Council's cancellation and as a result causes damage to the playing surface, the Hirer will be liable for **all** costs incurred to reinstate the facility to a playable condition. The Council shall have the right in such circumstances to terminate this Agreement or take such further action as it considers fit with immediate effect.
- (4) The Club shall indemnify the Council in respect of any damage caused and any actions, proceedings, costs, claims or expenses to persons or property arising out of or from the hire and the Council may, in its absolute discretion, require the Club to arrange insurance cover in respect thereof and produce to the Council evidence of adequate insurance cover.
- (5) The Council, its servants or agents accept no responsibility for any injury, loss or damage to persons or property however caused arising out of or from the hire of this facility.
- (6) Whilst every effort is made to ensure all venue and fixture requirements are met, if for any reason clashes arise and cannot be resolved by way of negotiation then the Council reserves the right to make such determination as it deems necessary.

PLEASE SIGN AND RETURN THE TERMS AND CONDITIONS OF HIRE FORM AFTER THE NEXT PAGE TO OUTDOOR FACILITIES TO REGISTER YOUR CLUB FOR ALLOCATION OF A PLAYING VENUE.

Summary Privacy Notice

How we will use your information

We will use the information you provide on your application for the purposes of administering your application. If we enter into a contract with you for the services requested, the information you provide will be used for the purposes of administering those services e.g. we will use your contact details to send text or e-mail alerts as confirmation of bookings.

You have a number of rights in relation to the information including the right of access to information we hold about you and the right of complaint if you are unhappy with the way your information is being processed.

For further information on how we process your information and your rights please visit the following webpage:

<http://www.caerphilly.gov.uk/PrivacyNoticeParks.aspx>

OUTDOOR FACILITIES TERMS AND CONDITIONS

AGREEMENT OF HIRE FOR SPORTING CLUBS - SUMMER SEASON 2020

To be signed and returned to Outdoor Facilities before the start of the season.

I confirm that I have read and understood the Terms and Conditions outlined and accept them as conditions for hiring cricket facilities from Caerphilly County Borough Council.

Name of Club:

Your Name:
(Please print)

Address:

.....

Signed:

Dated: / /

Contact telephone number for:-

Club Chairman Name: Tel No:

Club Sec. Name: Tel No:

Have you enclosed?

1. Copies of your Public Liabilities Insurance (where applicable).
2. Copies of any Food and Hygiene Certificates (where applicable).
3. Copies of your Public Bar Licence / Public Entertainment Licence and name and address of the Licensee (where applicable).
4. The Council's signed Disclaimer Form.
5. Full Seasons Fixture List.

Please keep pages 1 to 3 of the Terms and Conditions for your reference and return pages 4 and 5 signed in the envelope provided.

For queries please Park Services on 01443 811452.

OUTDOOR FACILITIES DISCLAIMER

Caerphilly County Borough Council does not accept any responsibility for Loss, Theft or Damage to property or Injury to Persons whilst using our facilities. Any people using these facilities do so at their Own Risk. Any hazards or broken equipment, which may be identified, should be immediately reported to the Authorised Officer.

Name of Club:.....

Venue used:.....

I fully accept the above statement:

Signed:
(Authorised signatory for and on behalf of Club/Organisation)

Name:
(Please print)

Title:

Date:

Contact Information

Home:

Mobile:

Email Address:

Preferred Method of Contact: