

# Term & Conditions of Hire

## Yeovil Recreation Centre Yeovil Athletics Arena Yew Tree Park

South Somerset District Council  
Community Health & Leisure  
The Council Offices  
Brympton Way  
Yeovil  
Somerset  
BA20 2HT

Facility Booking Line: 01935 462616



## 1. Interpretation

In these Terms and Conditions the following words shall have the meanings herein after in the clause respectively to them:

‘Manager’ or ‘The Management’ shall mean the Senior Sport & Healthy Lifestyles Officer or nominated representative, of South Somerset District Council.

‘The Hirer’ shall mean the person / persons or body of persons making application for the use of any part of Yeovil Recreation Centre, Yeovil Athletics Arena, Turners Barn Lane and Yew Tree Park.

‘Period of Hire’ shall mean the duration of time that the facility is used by persons making the application.

‘Date of Hiring’ shall mean the day on which the Hirer is entitled to use any part of the football pitch and associated facilities including the Athletics Arena.

‘The Council’ shall mean South Somerset District Council (SSDC) and / or SSDC Community Health and Leisure Team.

‘Yeovil Sports Grounds’ shall include all the facilities at Yeovil Recreation Centre, Yeovil Athletics Arena, Turners Barn Lane and Yew Tree Park.

## 2. Booking procedures

a. Telephone bookings should be made on our Booking Line 01935 462616. The booking line has a voicemail service if your call cannot be answered at the time of calling.

b. Postal bookings should be made via Leisure Bookings:

Community Health & Leisure  
South Somerset District Council  
The Council Offices

Brympton Way, Yeovil, BA20 2HT

c. E-mail bookings should be made to [Leisurebookings@southsomerset.gov.uk](mailto:Leisurebookings@southsomerset.gov.uk).

d. Provisional bookings will be accepted by telephone, post and e-mail, but a booking application form must be completed and sent to Community Health and Leisure within seven days to confirm the booking. Failure to do so may result in the provisional booking being deleted without further notice.

e. The Hirer must apply for a booking on the booking application form provided. By signing the application form, the Hirer will be personally responsible for ensuring the booking fee/charge is paid and that the Terms and Conditions of Hire are complied with.

Booking application forms must be completed in full and signed.

f. No person or persons shall use premises or grounds covered by these Terms and Conditions of Hire without a current approved booking application form. Any persons or person who knowingly breaches the Terms and Conditions will be charged at the appropriate rate and may be refused permission to use any of the Council facilities in the future.

g. In the case of block bookings, (not including fixtures) booking application forms are valid from 1st April (or Easter if earlier) - 31st August (Summer Season) and 1st September - 31st March (Winter Season) Hirers must re-new their booking with a new application form if they wish to continue beyond these dates.

h. The Hirer must ensure that there is a responsible adult present and able to supervise at all times during the booking. Bookings will only be accepted from persons over 18 years of age.

## 3. Booking procedures

a. Priority is given to clubs hiring facilities on a seasonal basis. Casual or additional bookings will only be made when all seasonal matches/training have been allocated.

b. Additional bookings or alterations may be requested 7 days in advance of the date but must be accompanied with a written request/e-mail or fax. The Management of Yeovil Sports Grounds cannot guarantee that additions/alterations will be acceptable, but will endeavour to accommodate wherever possible.

## 4. Responsibility of Hirers

a. The premises / grounds may only be used by the group on whose behalf this application is made and may not assign or sub-let the premises / grounds hired.

b. The hired premises shall be vacated promptly at the expiry time given on the booking form. Failure to comply will involve payment of an excess fee chargeable per hour.

c. The Hirer shall provide an adequate number of supervisors when members of the public are admitted to take part in the activity for which the premises have been hired.

- d. The Hirer may not add to or alter the electric and mechanical installations of the premises or install any specialist equipment such as public address systems except with the approval of the Council's Facilities Management Officer. The use of specialist equipment should only be connected to circuits protected by Residual Circuit Devices (RCD's).
- e. The Hirer must pay the Council the cost of any damage to property/grounds. The Hirer is responsible for clearing away any rubbish and must leave the grounds/premises in the condition in which they were found. The Hirer is responsible for reimbursing the Council for any additional costs incurred in cleaning the premises or clearing the grounds after a booking.
- f. The Hirer must ensure that they provide the necessary First Aid provision required for their event.
- g. In the event of an accident or injury the Hirer shall inform the Council's Facilities Management Officer (01935 462617) within 48 hours. An accident form will be sent which must be completed and returned.
- h. The Hirer must inspect the areas hired, including pitches, prior to any sports or games being played, to satisfy themselves that the area is safe to use (particularly with regard to the removal and disposal of dog waste on the playing fields). The Council cannot guarantee the total removal of dog waste when inspections are carried out.

## 5. Rights reserved by the Hirers

The Management of Yeovil Sports Grounds may impose special additional conditions on bookings, or authorise other people to do so. This may include requirements as to fire precautions, security of persons or premises, or arranging insurance.

- b. The Council does not accept responsibility for any loss, theft, or damage to property or belongings brought into the premises by the Hirer or any other person.
- c. The use of the Council's facilities is permitted entirely at the Hirers' own risk. Any injury or damage to any persons using / hiring the premises shall indemnify the Council against any claim for such loss, injury or damage except when any loss, damage or injury results from the defective condition of the facilities, or its equipment or of the negligence of the Council.
- d. The Council reserves the right to cancel any booking at any time whatsoever. Cancellation may be effected by informing the Hirer in person, or by letter posted at the address mentioned on the booking form, in sufficient time for delivery in the ordinary course of post before the hiring commences. In the event of cancellation by the Council, any hiring charge already paid will be refunded but the Hirer shall not be entitled to claim further payment from the Council either as damages or otherwise.

## 6. Charges

- a. The Hirer must pay all charges by the method required by the Council. All invoices must be paid within 21 days.
- b. Charges will be made at rates fixed by the Council and may be liable to change without prior notice to the Hirer.
- c. Setting up time is included in the booking duration and shall be charged for.
- d. The Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date. The Council reserves the right to inform the relevant league secretary and relevant sports governing body associations (e.g. Somerset Football Association) of any outstanding debt, if applicable.
- e. Where invoices are issued they will be sent out to the Hirer at the beginning of the month for any activities in the previous month.
- f. The Hirer must inform the Council immediately of any changes to contact names and addresses.
- g. Football Teams are to pay for their football matches on the day of play. Payment in full must be paid to the attendant in The Galley at the Jon O'Donnell Pavilion before commencement of the fixture, unless prior arrangements with the Facilities Management Officer have been agreed in writing. Cash or cheque payments only can be taken at The Galley. Teams will be asked to sign a confirmation to say they have received a changing room key and that payment has been made.

## 7. Restriction of Hirers/Users/Visitors

- a. Motor vehicles must not be driven over the grassed areas that are maintained and managed within the Yeovil Sports Grounds without written permission from the Council's Facilities Management Officer.
- b. The sale or consumption of intoxicating liquor at any of the sites within the Yeovil Sports Grounds is prohibited unless permission has been sought from South Somerset District Council and the appropriate licenses obtained.
- c. No function or event shall be advertised or announced until an application form is received by the Council and a letter of confirmation has been sent to the Hirer.

- d. No person shall fix or exhibit any advertisement in or upon any part of the facility hired without the previous written consent of the Facilities Management Officer.
- e. No person or organisation shall exhibit any illegal advertisement (i.e. fly posting) pertaining to an event run at any of the Yeovil Sports Grounds facilities.
- f. Foul and abusive language and actions towards members of staff or public will not be tolerated at any of the facilities operated through the Sports Grounds. Individuals will be requested to leave the facilities; failure to do so will result in the Police being called.
- g. Any additional catering facilities (food, beverages and ice cream) will require consent from the Council. N.B. The Council can refuse permission. South Somerset District Council reserves the right to make amendments to this for large events. Any costs associated with obtaining licenses/permissions, which the Hirer requires, will need to be made at their own expense.

## 8. Emergency procedures

- a. Emergency Procedures (including Fire Safety, Accident/Incident Procedures & Defect/Damage reporting procedures) must be adhered to. The Emergency Procedures are posted at key locations throughout Yeovil Recreation Centre and Yeovil Athletics Arena (e.g. notice boards, back of changing room doors).
- b. All Hirers have a responsibility to read the Emergency Procedures and inform all users / visitors associated with the booking.

## 9. Insurance

- a. It is the responsibility of the Hirer to provide suitable insurance he / she considers is required to cover his / her liabilities. Insurance affected by South Somerset District Council does not extend to a Hirers liability. The Hirers must have adequate Public Liability Insurance, which also includes an indemnity for damage to the Council's property.
- b. The Hirer will, before the date of the hiring, submit to the Council a copy of the Hirer's / Club's Public Liability Insurance certificate (cover to a value of £5 million) for validation purposes.
- c. The Hirer will ensure such insurance cover is maintained for the duration of the hire period, and shall ensure that the Council is in receipt of a current copy of the certificate.
- d. The Hirer will ensure that all correspondence from perspective claimants be immediately passed to their insurers.

## 10. Legal Requirements

- a. The Hirer shall comply with the legal requirements concerning the consumption of intoxicating liquor, music, singing and dancing license, theatre license and copyright. The Hirer shall be fully responsible for obtaining any licenses or any other permissions required, always providing that no such application shall be made without prior approval by the Council's Facilities Management Officer. Please contact the Council's Licensing Department on 01935 462462 for further advice.
- b. Yeovil Recreation Centre has a Premises License, which allows for the provision of regulated entertainment including: Plays, Live Music, Recorded Music and the Performance of Dance. Any Hirer wishing to carry out any of the above must provide the following information at least 6 weeks prior to the first date of hire:
- Completed Event Safety Checklist, with evidence of the arrangements in place to ensure public safety throughout the event.
  - Crime and Disorder Risk Assessment
  - Health and Safety Risk Assessments for all planned activities
  - Public Nuisance Assessment
  - Child Protection Policy.
- c. The Hirer shall comply with section 12 of the Children & Young Persons Act 1933. All reasonable precautions for the safety of children should be taken.
- d. The Hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause a nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

## 11. Compliance with Regulations

- a. The named Hirer is responsible for ensuring that all visitors / users associated with the booking are made aware of Yeovil Sports Grounds Standard Terms & Conditions of hire and additional Terms & Conditions of hire where applicable.

b. Failure by the Hirer to comply with any or all of the foregoing regulations or the relevant additional regulations where applicable, whether intentionally or not, may be deemed by the management of Yeovil Sports Grounds to be just cause for the immediate cancellation of any booking or series of bookings.

## 12. Car Parking

- a. Cars and other vehicles should not be left in entrances / exits of the facility for whatever reason.
- b. The Council shall not in any circumstances be responsible for any losses, thefts, or damage to any vehicle belonging to the Hirer or any other person.
- c. The Hirer shall ensure that all vehicles are parked in the areas so designed for vehicle parking, and NOT on surrounding boundary, grassed and / or paved areas.
- d. There is to be no parking of vehicles on pitches or grassland without express written permission of the Facilities Management Officer

## 13. Use of Sports Pitches and Associated Equipment

- a. The Hirer may not use the sports pitches for any purpose other than that specified on the booking application form.
- b. The Hirer must keep strictly to the pitch/ground allocated and must not transfer to other pitches or grounds without the prior consent of the Council.
- c. Any equipment used during the period of hire shall be returned to the place it was found at the beginning of the period of hire.
- d. Any part of the facility used during the hire shall be left in a tidy and orderly condition at the end of the period of hire.
- e. Hirers shall not erect or dismantle any equipment provided for the letting, unless specifically authorised by the Council, and then only after proper instruction on the safe handling of such equipment has been given.
- f. The Hirer is held responsible for the effective supervision of the arrangements and activities in any part of the facility hired during the period of hire and for the prevention of disorderly behaviour. The Hirer shall comply with any reasonable request of the Manager or other person authorised by him / her to make such a request.
- g. Young persons (under 16 years) must be under the supervision of an adult and the Hirer will be responsible to ensure such supervision and the proper use of the ground and all the equipment and fittings provided.
- h. The Hirer shall be responsible for reimbursing the Council's expenditure in replacing or repairing any property belonging to the Council which has been lost or damaged during the period of hire.

## 14. Use of Changing Facilities (where applicable)

- a. The responsibility remains with the Hirer that at the end of each booking, all pavilions/changing accommodation is made secure, and left in a clean and tidy state for future Hirers. If the changing accommodation is found in an untidy state, the Council reserves the right to charge for the cleaning.
- b. The Hirers failure to ensure that either the electricity or water is turned off after use in the pavilions/ changing facilities will result in an additional account being raised for the estimated number of units used, from the hire date until discovery.
- c. Keys for Yeovil Recreation Centre must be collected from the Galley on the day of play. Keys MUST be returned to the Galley or deposited in the white post box outside the Galley within 1 hour of the end of the booking (where applicable). Failure to return the key on the day of play will result in a £25 charge being made for a replacement key.
- d. Collection of keys for Yew Tree Park and Turners Barn Lane MUST be made in person on the day of play from the Galley at Yeovil Recreation Centre and deposited in the white post box outside the Galley by Monday 2pm following weekend matches (access to this box is closed by 5.15pm). Use of changing facilities outside of these times will be confirmed prior to play with the Facilities Management Officer.
- e. It is the responsibility of the Hirer to ensure that the visiting team/club has returned any keys and ensure changing facilities are left in a clean and tidy state.
- f. All Hirers and users are to remove studded and spiked footwear prior to entering the changing rooms.
- g. Smoking is prohibited in all changing facilities. Any person / team found smoking will be automatically banned from using the facilities.
- h. CCTV cameras are installed on the inside of the Jon O'Donnell Pavilion. Hirers should be aware that images are being monitored for the purposes of crime prevention and public safety.

## 15. Fixture Notification

- a. All bookings must be received at least 48 hours before a pitch/facility is required - the last booking for the forthcoming weekend will be accepted no later than Thursday 12 noon. We will not accept any bookings after this time.
- b. Unless notice is received to the contrary, all fixtures will be assumed played in accordance with the bookings received.
- c. Fixtures or training sessions must NOT be played on any of the Councils' recreation grounds, unless notification has been made and permission granted.
- d. Any team failing to submit their fixtures, then expecting a pitch to be available will be reported to their League Secretary. Regular failure to submit fixtures will result in the team being refused their pitch allocation.

## 16. Cancellations

- a. All cancellations must be received at least 48 hours before the scheduled starting time if a pitch is not required (Thursday 12noon in respect of a booking for the forthcoming weekend) or the FULL CHARGE will be payable. Cancellations of bookings should be made either by telephone on 01935 462616 or by e-mail to [leisurebookings@southsomerset.gov.uk](mailto:leisurebookings@southsomerset.gov.uk) by the deadline above.
- b. The Hirer must notify the Council of any fixture, which is cancelled by a match official/referee on the day of play. Such notice must be received by the Council no later than 5pm on the next working day. In this instance there will be no charge payable by the hirer.
- c. In the event that the opposing team cannot fulfil the fixture, and the hirer is not able to give the required 48 hours notice of cancellation, a charge of 50% of the hire fee will be payable. Notification of the above must be received by the Council no later than 5pm on the next working day.
- d. The council reserves the right:
  - i. To refuse any application as it may deem fit without stating any reason therefore; and
  - ii. To withhold the use of any part of the facilities if it is deemed unfit for use
- e. In inclement weather conditions, the Council will inspect all sports pitches in advance for suitability for use. A record of inspections will be kept.
- f. If in the opinion of the Council the facility is unfit for use due to adverse weather conditions, the Hirer will be informed of such decision and NO hire will take place under any circumstances. The Hirer will NOT be charged in this instance.
- g. Furthermore, upon such notification, the Council will not be responsible for any expenditure whatsoever, in relation to the booking which the Hirer may have incurred or be liable to pay.
- h. Should condition 16f be contravened, the Hirer will automatically be charged the full cost involved in the Council having to re-instate the facility for further use.