



HATFIELD BROAD OAK PARISH COUNCIL

POLICY FOR HIRE OF PUBLIC OPEN SPACES

Hatfield Broad Oak's public open spaces are for the benefit of the whole community, and as such the Parish Council is mindful of the rising costs incurred by village taxpayers towards the ongoing maintenance and upkeep of these areas.

Potential hirers should also note that access must remain readily available to the residents of Hatfield Broad Oak throughout any period of hire.

(1) WHAT AREAS ARE AVAILABLE FOR HIRE

Whole Village Green

Village Green Sports Pitches

One large football pitch (marked 1 on site plan) (pitches marked within the large pitch 1a + 1b on site plan)

One small football pitch (marked 2 on site plan)

One cricket pitch (marked 3 on site plan)

Recreation Ground

One small football pitch (for children under 13 years old only)

Please note there is also a small area of the village green used by HBO Walking Football Team which is not available for public hire. This hire, via a historic agreement, remains bound to these Terms & Conditions as any other hirer.

(2) REQUESTS FOR HIRE OR USE OF OPEN SPACES

1. Requests for the hire of open spaces are either from sports clubs, groups, ad hoc Committees, clubs, individuals.

2. The Council has long standing arrangements with the following sports clubs for their home pitches: HBO Cricket Club, HBO Youth Football Club, HBO Walking Football Club.

3. The Council's practice is that the incumbent club should have first refusal to renew their regular hire of pitches annually. Any approaches from other sports clubs will be considered provided there is no conflict with incumbent clubs that have booked and paid for their hire.

4. Requests for events for festivals, fetes, community events or other events benefiting the community will be considered on their merits.

The Council will consider:

- past practice and traditional uses,
- potential to cause a nuisance to surrounding properties,
- potential for traffic congestion,
- potential to cause damage to sites,
- community benefits,
- charitable purposes (if any).

5. Hire charges will be as set out by the Council, unless varied by a decision of the Council. Hirers MUST pay for the booking at the time of application via Bank Transfer or cheque, made payable to Hatfield Broad Oak Parish Council. All hirers will be responsible for vacating the site promptly at the end of their period of hire and for removing all publicity from public sight.

6. All hirers will be responsible for ensuring that they are licensed as necessary for sale or supply of alcohol, entertainment and provision of hot food or drink. Normally via a Temporary Event Notice.

7. All hirers will be responsible for all other regulatory or legal compliance. All hirers will be responsible for ensuring that the Council's land is suitable and safe for the purpose of the event to be held.



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8. All applications for hire will be considered in the first instance by the Council and MUST be submitted to the Council at least 8 weeks prior to the hiring/event taking place. Applications received after this will not be considered.

9. If provisional approval is agreed by the Council, the hirer will receive written confirmation from the Clerk.

10. Full approval will not be granted until ALL relevant documentation, certificates, and requested information, is/are provided. This MUST be at least 4 weeks prior to the hiring/event taking place. The Clerk will notify the hirer in writing that full approval has been granted.

11. Hirers will be asked to provide the following documents, where relevant, before final confirmation of hire can be given:

- Insurance
- Risk assessment
- Confirmation of acceptance of terms and conditions
- Most recent annual accounts (if requested)
- A safeguarding policy (if they have one)
- Details of any welfare officer (if applicable)
- Numbers who live inside the parish boundary and those who live outside the parish boundary
- Site plan
- Size of gazebo's (if requesting permission)
- Relevant confirmation of DBS checks (if applicable)
- Confirmation that the hirer (if necessary) has read and will adhere to the council safeguarding policy
- An assurance that adult child supervision complies with NSPCC guidelines.
- <https://learning.nspcc.org.uk/research-resources/briefings/recommended-adult-child-ratios-working-withchildren#article-top>

(3) SPORTS PITCHES

1. **Football pitches**

Hirers will need to advise what pitch they wish to hire and for how long. (Site map attached for village green use). Please note the recreation ground pitch is for use by children under 13 years old only.

Pitches are available for hire between September – June. July and August are non-playing/rest periods for the football pitches, for essential maintenance and repair to be carried out.

Hire Charges

See appendix 1

2. **Cricket Pitch**

Available for hire between April - September.

Hire Charge

See appendix 1 for hire charges. The fee for HBO Cricket Club is set lower than those usually charged for a cricket match to acknowledge that the club maintains the cricket square.

3. Sub-letting of pitches is strictly prohibited. Breaches of this condition will result in permission being withdrawn by the Parish Council with immediate effect.

4. **Pitch Markings**

The Council will agree the size of all pitch and markings before the start of the season annually (see attached plan). The hirer will then provide their own white lining as necessary throughout the season. COSHH details to be provided to the clerk before using any lining material. No additional pitch markings are allowed without the express permission of the Parish Council. Permission for use will be withdrawn if breaches occur.



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(4) GENERAL REGULATIONS AND CONDITIONS

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General Regulations and Conditions for the Hire of Sports Pitches

1. Applications for the use of sports pitches in Hatfield Broad Oak Parish will only be accepted once a completed application form has been submitted together with payment. The acceptance of this form does not constitute a contract unless the Hirer receives written confirmation from the Council. The Council must be notified of any changes to these details at the earliest opportunity. A copy of the insurance policy as per condition 10 below must be submitted with the application form.
2. The Council reserves the right to ask for further particulars regarding any proposed booking, and to refuse any application without stating the reason.
3. Prior to the start of the season (which shall be deemed to extend from beginning of September until the end of June for football and beginning of May until end of September for cricket) a copy of the fixtures and training list shall be submitted to the Council; except with the prior approval of the Council, all fixtures must be arranged within these dates and in such a manner as to ensure that no more than one match and two training sessions per week are played on any pitch in order to prevent over-use. Pitch use will be monitored accordingly.
4. The person signing the application form must be 18 years of age or over and will be deemed to be the Hirer and personally responsible for the payment of hiring charges to Hatfield Broad Oak Parish Council together with the cleanliness, and tidiness of the site. If random spot checks identify that the Club has not litter picked the pitch and immediate surrounding area, the Council will arrange for the work to be undertaken and may charge the Club accordingly.
5. Fees for the hire of pitches shall be in accordance with the Council's current scale of charges (reviewed as necessary). Unless payment by instalment has been agreed in advance, all hire fees shall be paid in full by the start of the season each year; any Hirers owing money after that date without the prior agreement of the Council may be excluded from further use of the pitch until the fee is paid.
6. Notice in writing must be sent to the Clerk of Hatfield Broad Oak Parish Council if a Club ceases to require the facility. In such circumstances, Clubs shall not qualify for a refund of seasonal hire fees.
7. Hirers are responsible for ensuring that matches are played only on the pitch(es) allocated to them. Hirers for training sessions are responsible for ensuring that areas beyond the hired pitch is not used and remain available to the local community.
8. The Council reserves the right to cancel the hiring or to close or forbid the use of pitches in the event of a breach of these conditions or if at any time, in the opinion of the Parish Council, the pitches are unfit for use. The Council shall not be liable for any expenditure incurred or loss sustained by the Hirer, or any other person arising therefrom or connected therewith.
9. The Council accepts no responsibility for any injury to the Hirer or any other person, or loss or damage to the property of the Hirer or any other person, arising by virtue of their use of the pitch. Clubs must make their own arrangements for First Aid facilities.
10. The Hirer shall indemnify the Council from and against all actions, costs, claims, or demands whatsoever arising under statute or common law or in consequence of hire and use of the pitches and shall obtain a public liability insurance policy with a minimum cover of £5,000,000.



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11. A copy of the insurance certificate from a responsible officer of the club shall be submitted to the Council prior to permission being granted.
12. The Hirer shall not transfer the benefit of the hiring to any other person, club, or organisation without the express permission of the Parish Council.
13. The pitches shall not be used for any purpose other than that stated in the application other than with the consent of the Parish Council.
14. Hirers are responsible for checking the suitability of pitches for play; pitches may only be used when in a fit condition and Hirers shall take all proper precautions to avoid unnecessary damage to the playing areas. The Hirer shall be responsible for any costs incurred by the Council for repairing and making good any unnecessary damage to the pitches whether caused by the Hirer, his/her team-mates, or members of the opposing team.
15. It is the responsibility of the Hirer to ensure that pitches are marked out and to provide all necessary posts, nets, corner flags, and other equipment. The hirer must have permission to leave any equipment in place after any session. Only one set of goals is to remain in place unlocked for local community use in between hiring's. Other sets of goals will be locked together after training or match use.
16. For football pitch hire, the hirer may use football pitches for formal training provided that the council are notified in advance and there is no use of the goalmouth areas during training sessions. Hire fee for training are set out in the appendix 1.
17. There is no council car parking provision specifically for the users of village green or recreation ground. The Hirer shall ensure that all cars and other vehicles connected with the Hirer, his/her Club, or the opposing team are parked in a manner which does not obstruct any public or private right of way or be a nuisance or source of annoyance to any person. The Hirer shall not bring cars or other vehicles onto the village green or recreation ground, or allow them to be brought there, without permission from the Parish Council.
18. The vehicle entrance is for maintenance and emergency use only. Access is not permitted without Parish Council approval and access will only be permitted by relevant keyholders.
19. Parking is not allowed outside the vehicle entrance for public safety reasons. Breaches will result in permission of use being withdrawn.
20. The Hirer shall comply with any bylaws and regulations currently in force in respect of the Village Green/Recreation Ground.
21. The Council reserves the right to review and amend these regulations and conditions at any time.

(5) Village Green Event Hire

General Regulations and Conditions for Village Green Events

1. Applications for the use of the village green in Hatfield Broad Oak Parish will only be accepted once a completed application form has been submitted together with payment. The acceptance of this form does not constitute a contract unless the Hirer receives written confirmation from the Council. The Council must be notified of any changes to the details provided on the application form at the earliest opportunity. A copy of the insurance policy must be submitted with the application form.
2. The Council reserves the right to ask for further particulars regarding any proposed booking, and to refuse any application without stating the reason.



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3. The person signing the application form must be 18 years of age or over and will be deemed to be the Hirer and personally responsible for the payment of hiring charges to Hatfield Broad Oak Parish Council together with the cleanliness, and tidiness of the site. If random spot checks identify that the hirer has not litter picked, the Council will arrange for the work to be undertaken and may recharge the Club accordingly.
4. A hiring fee shall be in accordance with the Council's current scale of charges (reviewed annually). Hire fees shall be paid in full at the of application via Bank Transfer or cheque.
5. The Council reserves the right to cancel the hiring or to close or forbid the use of the village green in the event of a breach of these conditions or if at any time, in the opinion of the Parish Council, the village green is unfit for use.
6. The Council shall not be liable for any expenditure incurred or loss sustained by the Hirer, or any other person arising therefrom or connected therewith.
7. The Council accepts no responsibility for any injury to the Hirer or any other person, or loss or damage to the property of the Hirer or any other person, arising by virtue of their use of the village green. The hirer must make their own arrangements for First Aid facilities.
8. The Hirer shall indemnify the Council against all actions, costs, claims, or demands whatsoever arising under statute or common law or in consequence of the licence hereby granted to use the pitches and shall obtain a public liability insurance policy with a minimum cover of £5,000,000.
A copy of the insurance certificate from a responsible officer of the club shall be submitted to the Council prior to permission being granted.
9. The Hirer shall not transfer the benefit of the hiring to any other person, club, or organisation, without the express permission of the Parish Council.
10. The village green shall not be used for any purpose other than that stated in the application other than with the consent of the Parish Council.
11. Hirers are responsible for checking the suitability of the village green; Hirers shall take all proper precautions to avoid unnecessary damage to the village green. The Hirer shall be responsible for any costs incurred by the Council for repairing and making good any unnecessary damage to the village green.
12. Temporary structures (tents/gazebos/marquees) are not permitted, without Parish Council permission. Should permission be granted, any structures erected for the event shall be removed immediately after the event, unless otherwise agreed in writing.
13. Bouncy castles are not allowed for public safety reasons.
14. Commercial businesses or professional traders are not permitted. Mobile vendors (ice cream van, fast food suppliers, portable bars selling alcohol) are not allowed without Parish Council permission.
15. There is no car parking provision specifically for the users of village green. The Hirer shall ensure that all cars and other vehicles connected with the Hirer, are parked in a manner which does not obstruct any public or private right of way or be a nuisance or source of annoyance to any person. The Hirer shall not bring cars or other vehicles onto the village green, or allow them to be brought there, without permission from the Parish Council.



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16. The vehicle entrance is for maintenance and emergency use only. Access is not permitted without Parish Council approval, and if permitted, access will be provided by allotted keyholders only.
17. Parking is not allowed outside the vehicle entrance for public safety reasons. Breaches will result in permission of use being withdrawn.
18. The rights of members of the public using the site must be respected and the event must not interrupt their free passage. Any area needing to be roped off shall be with the agreement of the Council and shall be at the hirer's expense.
19. The Hirer shall comply with any bylaws and regulations currently in force in respect of the Village Green.
20. Open fires are prohibited. The hirer agrees to take all reasonable precautions against the outbreak of fire.
 - Fireworks are prohibited except with prior written permission.
 - Barbecues are not permitted unless they are lifted above ground so as not to scorch or burn the grass. Disposal of hot or used fuels anywhere on the site is prohibited.
 - The burning of any rubbish whatsoever is prohibited.
21. No growing timber or dead timber is to be cut, felled, or removed from the site. The use of dead timber for barbecues is prohibited.
22. The hirer agrees to ensure that the area is kept clean and tidy and left in a proper condition at the termination of the event. If this condition is not met the Council reserve the right to make the area clean and tidy and charge the hirer accordingly.
23. The hirer shall be responsible for reimbursing the Council for costs of repairing any damage done to the site or any other property on the site.
24. Boot fairs or any sale by auction is prohibited.
25. Under no circumstances will the Council accept responsibility for the loss, theft or damage of or to any goods or property brought onto the site by the hirer or anyone authorised by the hirer.
26. No event shall begin before 8.00 am or continue beyond 10.00 pm on any day, without the express written approval of the Parish Council.
27. The sale of alcohol is prohibited unless written approval is given by the Parish Council.
28. The hirer will reimburse the Council in respect of any damage, loss, costs, expense, actions, demands, proceedings, claims and liabilities made against, suffered or incurred by the Council arising directly or indirectly out of the hirer's use of the Village Green.
29. The Council reserves the right to review and amend these regulations and conditions at any time. The council also reserves the right to vary these conditions for any particular event.

These Terms and Conditions form part of the application process and should therefore be read in conjunction with the application form.