

Date: May 2021

Liability

All hirers are to indemnify the Bath Recreation Limited against any claims or demands made against them in relation to each booking. Public Liability cover is essential for all hirers and evidence of this must be supplied before a booking will be confirmed.

The Hirer is responsible for ensuring that sufficient health and safety standards are adhered to, ensuring that all persons taking part in the booking are healthy and fit to undertake the physical activity. The Hirer is responsible for the provision of First Aid cover appropriate to the sport or activity engaged in.

Bath Recreation Limited is not responsible for accidents or injuries sustained by users. Appropriate risk assessments must be completed and taken into account in the organisation of events and sporting activities. Organisers must check the facilities they are using prior to use to ensure the building or ground is safe and fit for their activity.

Responsibility for safeguarding participants lies with the Hirer. Whilst safeguarding is an area for everybody, organisers must have a suitable understanding of safeguarding issues and risks and, where appropriate, a policy. Bath Recreation Ground is a multi-use site and users must take this into account when considering safeguarding issues.

Bath Recreation Limited shall not accept liability for damage to, or loss of, any property or articles placed across any site by an individual or organisation.

Any damage or losses caused by the Hirer may result in retention of the deposit and / or further charges. Please refer to the paragraph on Charges and Payment below.

No deliveries of equipment or merchandise for an event will be accepted by Bath Recreation Limited without prior agreement and notification of expected goods.

Sport / Activity

The Hirer shall ensure that the activity is conducted in accordance with "best practice" as defined by the governing body applicable to the activity. Some events will require local authority support, for further information please refer to Bath and North East Somerset Council's website: <http://www.bathnes.gov.uk/services/sport-leisure-and-parks/event-organisersinformation/useful-information>. Hirers must adhere to minimum coaching qualifications and participant ratios as recommended by the governing body for the level of the activity being undertaken. Hirers must forward details of coaches' qualifications if appropriate with this application.

Buildings and Property

Pavilion at Bath Recreation Ground (see Appendix A)

Sports Hub at Bath Recreation Ground (see Appendix B)

Parking and access (see Appendix C)

Pavilion at Glasshouse Playing Fields (see Appendix D)

Cricket at Glasshouse Playing Fields (see Appendix E)

Fire

Use break glass to set off the fire alarm.

All users must have an Evacuation strategy, locate main fire exits and assembly points before use. When the fire alarm sounds, you will hear electronic tones. Do not use fire extinguishers unless trained and at your own risk.

Dress Code

Clothing and footwear appropriate to the sport (if applicable) are to be worn at all times. Players are requested to respect other parties whilst showering / changing and maintain an appropriate level of dress outside the changing rooms.

Charges and Payment

Charges will be in accordance with Bath Recreation Limited's Fee and Charging Structure. Bath Recreation Limited is partially registered for VAT and therefore charges will be subject to VAT where appropriate.

The Hirer will be invoiced by Bath Recreation Limited, online payment is preferred and bank details will be supplied with invoices. Any cheques should be made payable to Bath Recreation Limited.

Charges for regular bookings will be invoiced on a monthly / quarterly basis as appropriate and payments should be made within one month of the date of invoice.

Charges for events will be invoiced on the following basis:

- A 10% deposit of Event costs will be due 4 months prior to the Event, or on confirmation of booking if less than 4 months before Event date.
- Total amount quoted will be due 2 weeks prior to the event taking place.

Charges for events will include a deposit to cover potential costs for damage, losses, reinstatement and repair. Any damage or losses caused by the Hirer may result in retention of the deposit and / or further charges. Should this sum not be required, it will be refunded to the Hirer within one month of the event taking place.



Cancellation

Bath Recreation Limited may cancel or amend a booking at any time if the hirer is in default of the agreement.

If the event is cancelled due to Covid-19 reasons Bath Recreation Limited will try and find a suitable replacement date or, if this cannot be achieved, the cost of ground hire will be refunded. Please note, if your booking is cancelled due to Covid-19 reasons, any costs incurred will remain at the expense of the event organiser.

Bath Recreation Limited reserves the right to carry out essential maintenance to the premises at all times. In such circumstances, staff will endeavour to provide reasonable notice to the Hirer and work with the Hirer to minimise disruption to the event.

Bath Recreation Limited also reserves the right to cancel bookings due weather or condition of the ground at short notice. Any cancellation due to weather or pitch conditions will not incur a charge.

Cancellations of bookings by the hirer for any other reason than weather or ground condition will incur the following charges:

- Providing two weeks' notice is given – there will be no charge
- Cancellation between one and fourteen days prior to the bookings – a cancellation fee of 50% of the booking / pitch fee will be charged.
- Cancellation on the day or not turning up for confirmed bookings – the hirer will be charged 100% of the booking / pitch fee.
- In the first instance, a cancellation may be by phone call but must then be confirmed by letter or email.

GDPR Regulations – Privacy Notice

Bath Recreation Limited will only use any personal information provided by you to administer your booking and to provide the facilities and services you request.

Signed:..... Organisation: Bath Recreation Limited

Date:

Signed:.....Organisation:

Date:

Appendix A

Pavilion at Bath Recreation Ground

If use of the Pavilion is required, arrangements for access must be made in advance. If you are asked to secure the premises at the end of your booking, please ensure you follow the instructions provided by Bath Recreation Limited.

Considerable time and money has been spent on the refurbishment of the Pavilion which is a Grade 2 Listed Building. All facilities must be left in a clean and tidy state and in the configuration in which it was found:

- Tables must be replaced neatly into the store cupboard or where originally found
- Chairs must be replaced into the side rooms or where originally found
- Rubbish must be removed from site by the Hirer as there are no collections from the site
- The walls must not be used for notices, please only use the notice boards provided and any notices put up by the Hirer must be taken down at the end of the booking
- Electrical or other alterations to the fabric of the building are not permitted

No portable appliances may be used unless prior permission has been given by Bath Recreation Limited staff following evidence of up to date Portable Appliance Certification.

No sports shoes with spikes or studs are permitted to be worn within the Pavilion to avoid damage; charges may result from any damage caused.

Bath Recreation Limited operates a "no smoking" policy for the Pavilion. Cooking and provision of food on the Recreation Ground or within the Pavilion is not permitted without prior arrangement and production of appropriate food hygiene certificates. The Hirer will be charged for any damage incurred or additional cleaning required.

The Pavilion may not be used for overnight stay.

Appendix B

Sports Hub at Bath Recreation Ground

If use of the Sports Hub is required, arrangements for access must be made in advance. If you are asked to secure the premises at the end of your booking, please ensure you follow the instructions provided by Bath Recreation Limited.

Do not cause any nuisance, disturbance, danger or injury to any person or persons on the land or to owners or occupiers of any adjoining premises.

Users must leave the Sports Hub including the changing rooms, toilets, and foyer area in a clean and tidy condition after each use. If this is not achieved BRL may arrange for the necessary cleaning work to be undertaken and charge any resulting costs to the user.

Rubbish must be removed from the Sports Hub after use.

No portable appliances may be used unless prior permission has been given by Bath Recreation Limited staff following evidence of up to date Portable Appliance Certification.

Bath Recreation Limited operates a “no smoking” policy for the Sports Hub.

The Sports Hub may not be used for overnight stay.

Appendix C

Parking and access at Bath Recreation Ground

Vehicle access through the turnstile gates is not permitted unless agreed in advance with staff.

Heavy goods or articulated vehicles are not permitted access via the William Street entrance.

Parking permits will be issued where required for use by Hirers, the terms and conditions for parking within the Ground should be adhered to, please refer to separate details below.

The Hirer is responsible for ensuring that their users and spectators park their vehicles within the car park zones. Bath Recreation Limited may request that the Hirer employs a parking attendant(s) to ensure that visitors park within the allocated zones. Only adults of appropriate age may be used for this task (i.e. no children).

The parking area is private for allocated use only as appropriate to the recreation booking and permits will be issued accordingly. The parking permit does not guarantee a parking space.

Parking is only permitted in the designated parking area within the Recreation Ground.

Pay and Display and other highway restrictions must be obeyed as signed.

Any permit issued must be prominently displayed at all times in the windscreen of the vehicle in such a manner that a Civil Enforcement Officer can easily read or scan the details.

Alterations to the details on a paper permit will automatically render it invalid.

The permit is only valid for the vehicle in which it is displayed.

If the permit becomes defaced, illegible, lost or destroyed it is the responsibility of the holder to obtain a replacement. An administration fee will be payable. Until a replacement permit has been obtained you must find alternative parking.

Responsibility for renewal of the permit lies with the permit holder. Displaying an expired/invalid permit may result in a penalty charge notice being issued.

Bath Recreation Limited or Police may temporarily suspend the whole or part of a parking place which will be marked accordingly. Vehicles should not be parked in a suspended parking place without signed authorisation from an employee of Bath Recreation Limited.

The maximum laden weight of a vehicle permitted to park in a parking bay is 2.0 tonnes. Permits will only be issued for:

- a passenger vehicle; a car derived van; a goods vehicle with a taxation class of PLG.

Where a dispute arises as to the eligibility of any applicant for a permit, the decision of a staff member in relation to the issue of that permit shall be final.

Failure to comply with any of the above conditions may result in a Penalty Charge Notice being issued which will be enforced. No further warnings will be given.

Warning

Under Section 115 of the Road Traffic Regulation Act 1984, as defined by the Road Traffic (Permitted Parking Area and Special Parking Area) (District of Bath and North East Somerset) Order 2003, anyone who with the intent to deceive misuses a parking permit in anyway or who makes or possesses a duplicate or forged permit, shall; be guilty of a Criminal Offence. It shall also be an offence to knowingly make a false statement to obtain a Parking Permit.

A Parking Permit does not obviate the requirement to tax and insure a motor vehicle for use on the public highway.

Appendix D

Pavilion at Glasshouse Playing Fields

If use of the Pavilion is required, arrangements for access must be made in advance. If you are asked to secure the premises at the end of your booking, please ensure you follow the instructions provided by Bath Recreation Limited.

The Glasshouse Playing Fields project was completed in March 2021. We now have a fantastic new building with ample communal space, toilets and changing rooms.

All facilities must be left in a clean and tidy state and in the configuration in which it was found:

- Tables must be replaced neatly into the changing rooms or where originally found
- Chairs must be replaced into the changing rooms or where originally found
- Rubbish must be removed from site by the Hirer as there are no collections from the site

No portable appliances may be used unless prior permission has been given by Bath Recreation Limited staff following evidence of up to date Portable Appliance Certification.

No sports shoes with spikes or studs are permitted to be worn within the Pavilion, changing rooms only.

Bath Recreation Limited operates a "no smoking" policy for the Pavilion and grounds. Cooking and provision of food is not permitted without prior arrangement with Bath Recreation and production of appropriate food hygiene certificates. The Hirer will be charged for any damage incurred or additional cleaning required.

The Pavilion may not be used for overnight stay.

Limited parking is available.

If referring to cricket, please see Appendix E.

Appendix E

Cricket at Glasshouse Playing Fields

The following are general conditions relating to the hire of cricket pitches at The Glasshouse Playing Field in Combe Down, Bath.

These Conditions should be read in conjunction with any individual conditions or arrangements agreed with the hirer.

Please contact operations@bathrec.co.uk should you require further information or clarification.

1. Conditions regarding activity and site

- Cricket wickets are booked by the match.
- Game lengths vary dependent on the type of activity.
- Cricket wickets and changing rooms must be vacated at the end of the match and left in a clean and tidy state.
- Failure to do so will incur a supplementary charge based upon the hourly charge for cleaning services.
- Unless stated, changing rooms will be provided as part of every booking
- Bath Recreation reserve the right to decline booking requests or to limit the number of bookings if it deems that a fair allocation cannot be achieved.
- If the playing surface and/or the safety of those using it is compromised, Bath Recreation reserve the right to cancel a booking at any time, even at short notice.

2. Method of Hire

- All cricket bookings should be made via our website www.bathrec.co.uk or directly via operations@bathrec.co.uk.
- Do not assume your booking is confirmed until you have received communication with Bath Recreation.
- Booking forms should be submitted as early as possible to avoid disappointment.
- Bath Recreation reserves the right to refuse an application without stating the reason.

3. Sub-Letting

Sub-letting of cricket wickets or facilities is not permitted without written authorisation.

- Any hirer to be found sub-letting pitches without written authorisation will be subject to a termination of their booking(s).

4. Payment

All hirers of pitches will be invoiced by Bath Recreation at the end of the month in which immediate payment will be expected.

5. Cancellation

Bath Recreation reserves the right to close any cricket wicket or ground during any day or days on which it has been let.

The decision as to whether pitches are in a fit state of play rests ultimately with Bath Recreation.

Bath Recreation reserves the right to cancel any booking and refuse use of a cricket wicket in cases of misconduct or illegal use.

6. Use of Facilities

The Hirer must adhere to the following at all times -

- All persons using facilities hired shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users. All persons shall conform to any regulations or byelaws in force with respect to the grounds and comply with any instructions they may receive from the ground staff or any other member of staff.
- The hirer will be responsible for wilful or negligent damage caused to the cricket wicket, equipment, building or any other property by their own members, or the members of a club against whom they are playing.
- Clubs must ensure that they treat the facilities in a proper manner i.e. no washing of boots in showers or leaving litter. No studs/spikes inside the building. No glass bottles or glass in any form must be taken into the changing facilities/main building.
- Public liability insurance is compulsory for all clubs. The insurance must cover clubs for public liability claims arising from the use of the facilities, which are the subject of a hiring agreement. The minimum liability cover must be 5 million pounds.
- Bath Recreation shall not be liable for the death or injury to, or damage to, or any expenses or other liability incurred by the hirer or any person in the exercise of this agreement.
- Strictly no alcohol shall be brought into the grounds.
- The electronic scoreboard is only to be used for league cricket at the weekends by a responsible trained person(s).
- A hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the cricket wicket, ground or facility without any adjustment of fees.
- Access instructions will be given to a representative prior to use.
- For weekend games only, up to two permits per club will be allocated for catering staff and kit if needed. If these get lost or abused, the right to park on site will be lost. Teams must provide names and registration numbers for vehicles intending to use bays.