



## KINGS SOMBORNE PARISH COUNCIL

### Up Somborne Recreation Ground: Terms of Use

You must read the following details carefully. The below forms the basis of the contract between The Hirer and The Parish Council, so it is important all details are fully understood.

#### Words with a Specific Meaning

**‘The Hirer’:** The person wishing to hold an Event or Activity on Up Somborne Recreation Ground.

**Event or Activity:** A purpose that would be considered more than general use by the public for the purposes the land is intended. Examples include, but are not limited to:

- 1) Ad-hoc events open to the public such as a Village Fete
- 2) Ad-hoc private events such as a private party.
- 3) Ad-hoc activities organised by members of the community for a small group of invited members, also of the community.
- 4) Regular activities run by an organisation such as a Sports Club, Personal Trainer or similar, where attendees pay a club membership or session fee.

**Rental Charges:** Any fee requested by The Parish Council as part of the agreement to hold an Event or Activity. This must be agreed with The Parish Council (via the Clerk), prior to the commencement of the Event or Activity.

As a guide, a small Rental Charge is generally requested from a formalised club or Personal Trainer where a membership or session fee is charged. There is generally no Rental Charge for ad hoc events arranged by residents living within the Parish of King’s Somborne. Please speak with the Clerk for further information about the specific Event or Activity The Hirer wishes to hold.

**‘The Parish Council’:** King’s Somborne Parish Council, with whom this agreement is being made.

**The Recreation Ground:** Up Somborne Recreation Ground.

#### TERMS APPLICABLE TO ALL

1. The Hirer must be at least 18 years of age.
2. The Parish Council accepts no responsibility or liability for loss or damage to any item, valuable or otherwise, brought to or left at The Recreation Ground.
3. The Parish Council does not accept responsibility or liability for any injury or death that is sustained whilst the Event or Activity is taking place.
4. The Parish Council does not give any warranty as to the condition of The Recreation Ground and whether it is suitable for the Event or Activity.
5. The Hirer is responsible for checking the condition of The Recreation Ground prior to the Event or Activity to ensure it is fit for purpose.
6. The Event or Activity will not be covered by any insurance policy taken out by The Parish Council. Any insurance cover required to cover the Event or Activity (such as for higher risk, or public events) will be the responsibility of the Hirer.



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7. Any Risk Assessment that the Hirer may wish to complete is their sole responsibility. The Parish Council will not complete the Risk Assessment on behalf of the Hirer.
8. The Hirer is responsible and liable for any damage caused to The Recreation Ground during the Event or Activity.
9. The Hirer is responsible for ensuring that adequate safeguards are in place to protect the well-being of children and vulnerable adults.
10. The Hirer is responsible for informing The Parish Council of any injury sustained by any participant, spectator or other person on The Recreation Ground during the period of hire. The Hirer must inform the Clerk in writing, detailing the location, time and date of the injury, the nature of the injury sustained, the likely cause of the injury, steps taken, and the outcome, by emailing [clerk@kingssomborne-pc.gov.uk](mailto:clerk@kingssomborne-pc.gov.uk)
11. The Hirer is responsible for contacting the Clerk by telephone in the event of an emergency, on 01962-777264.
12. The Hirer is responsible for ensuring that any vehicle associated to the Event or Activity is, at all times, parked in an orderly fashion on the roadside, and is respectful of the rights of neighbours and other users of the recreation ground.
13. The Hirer is responsible for ensuring that all users (including but not limited to club members, families, spectators and officials), conduct themselves in a proper and correct manner with due consideration to other users of the Recreation Ground and any staff. Abusive and/or threatening behaviour, whether verbal or physical, towards any person on or near The Recreation Ground will not be tolerated for any reason and may lead to The Parish Council cancelling all future bookings for the individual and/or the club.
14. The Hirer is responsible for leaving The Recreation Ground (all parts used in connection with The Event or Activity) in a clean and tidy condition.
15. The Parish Council reserves the right to withdraw permission for the Event or Activity at any time.
16. The public will continue to have access to The Recreation Ground whilst the Event or Activity takes place.

### **FOR HIGH-RISK EVENTS**

1. If the Event or Activity could be considered a higher risk (e.g. Bouncy Castles, BBQs) the Hirer must consider risk mitigation within a Risk Assessment prior to the Event or Activity commencing.
2. The Hirer must ensure that the Operator of the higher-risk Event or Activity has Public Liability insurance and remains on The Recreation Ground to supervise its use. If unsure as to whether the Event or Activity is higher-risk, please speak with the Clerk.

### **FOR EVENTS OPEN TO THE PUBLIC**

1. The Hirer must complete a Risk Assessment and forward to the Clerk, a minimum of two weeks prior to The Event or Activity.
2. The Hirer must ensure that adequate Public Liability Insurance is in force to cover the Event or Activity and must forward evidence to the Clerk a minimum of two weeks prior to The Event or Activity.



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### **FOR CLUBS, PERSONAL TRAINERS AND SIMILAR**

1. The Hirer must ensure that adequate Public Liability Insurance is in force to cover the Event or Activity and must forward evidence to the Clerk a minimum of two weeks prior to the start of The Event or Activity, and on its annual renewal.
2. A Risk Assessment must be completed and reviewed annually. This must be forwarded to the Clerk a minimum of two weeks prior to the start of the Event or Activity.
3. The Hirer is responsible for ensuring that any Responsible Adults involved in The Event or Activity must be DBS checked for supporting children and vulnerable adults.

**Adopted by the Parish Council on: 13<sup>th</sup> February 2023**



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### REQUEST TO HIRE UP SOMBORNE RECREATION GROUND

Full Name (Block Capitals): .....

Date(s) of Event / Activity: .....

Start Time (including set-up): ..... Finish Time (including tidy-up): .....

Event / Activity (Summary): .....

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I agree to the terms and conditions for the use of Up Somborne Recreation Ground.

Signature.....

Address.....

Telephone.....

E-mail.....

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Please return the above form to:

Liz Manship  
The Old Shop  
Main Road  
Winchester.

SO21 1LU

Or email: [clerk@kingssomborne-pc.gov.uk](mailto:clerk@kingssomborne-pc.gov.uk)

Tel: 01962-777264