



Brixworth Parish Council Recreation Grounds & Open Spaces

Conditions of Use and Hire

Brixworth Parish Council recreation grounds & open spaces administered by the Parish Council (hereafter referred to as the recreation grounds) are available for letting by Brixworth Parish Council for the enjoyment and use of the residents and visitors to the Parish of Brixworth.

This excludes the “designated areas” comprising:

- Sports fields in season including football pitches, cricket wicket and field (which are for the exclusive use of nominated sports clubs entering into separate agreements with Brixworth Parish Council).
- The same sports fields out of season to allow for maintenance and recovery.
- Children’s play areas, and
- such other areas as Brixworth Parish Council shall from time to time designate.

Unorganised/recreational use of the recreation grounds by individuals does not require any permission/ consent. Separate arrangements are in place for the use of the cricket wicket at St David’s Recreation Ground and football pitches generally, and are not further considered in this document.

Organised use or hire of any part of the recreation grounds for activities and sports, in particular commercial use/hire, must be with the prior written permission of the Council and shall contain the terms and conditions as set out in the appendix hereto, together with any other terms and conditions that Brixworth Parish Council shall consider appropriate.

Receipt of the signed declaration and indemnity below shall be regarded as your acceptance of the terms and conditions listed. The person(s) signing these conditions must be 18 years of age or over, and where the booking is made by a club, or other organisation, must be the nominated representative of that body. Signatories will be jointly and severally liable to Brixworth Parish Council for the payment of the hiring fees and charges and for strict observance of these conditions of hire.

APPENDIX

1. The charge for commercial use of the recreation ground will be £10.00 per hour or £30 per day (a day is considered use of the field over 3 hours). Payment must be made at least 7 days before use. The hirer must give at least 7 days' notice of cancellation otherwise the full charge will be levied. The charge for local commercial ventures which support the health & wellbeing of the residents of Brixworth Parish will be at the reduced rate of £5.00 per hour. This is subject to the written agreement of Brixworth Parish Council and may be amended/withdrawn at any time.
2. Brixworth Parish Council reserves the right to cancel use/hire at any time. Fees for future bookings will be reimbursed.
3. Brixworth Parish Council has a duty to collect all monies due regardless of the amount, and if necessary legal action will be taken for recovery. This could incur Court and Solicitors fees that will be payable by your club/organisation.
4. All hirings are on the condition that no litter or equipment is left behind.
5. Each club/organisation is responsible for use of the facilities during the hiring period. Therefore all costs of repair, replacement of missing equipment will need to be paid by the hirer. Any damage to the recreation grounds or the property of Brixworth Parish Council caused by the hirer shall be made good to the reasonable satisfaction of Brixworth Parish Council without delay. In the event of failure to comply with this requirement Brixworth Parish Council may on notice to the hirer carry out such remedial works and recover the cost is so doing from the hirer.
6. Brixworth Parish Council shall not provide refunds in the event of cancellation due to adverse weather conditions.
7. Brixworth Parish Council will not, under any circumstances, accept responsibility or liability for:
 - a. Any damage to, theft or loss of property or articles placed or left on Brixworth Parish Council property as a result of the hiring
 - b. Any accident or injury suffered by any participant or bystander using the facilities unless as a direct result of negligence by Brixworth Parish Council.
8. If any problem is found upon use of the facilities this needs to be reported to Brixworth Parish Council on 07983 141786. Any use of site equipment is at the club/organisations own risk.
9. No glass bottle or glass of any form should be taken onto the recreation grounds.
10. Hirers should arrange for suitable first aid equipment and access to a telephone to be available at all times.

11. It should be noted that it is illegal and a criminal offence to let off fireworks in a public place, without permission. If you wish to include fireworks at your event, you **MUST** inform the Council at the earliest possible opportunity. All firework applications will automatically be referred to the next possible Full Council Meeting. It should be noted that special rules and regulations apply to any use of fireworks on land owned/managed by the Council and that on some sites (e.g., Recreation Grounds) this may be prohibited. Event organisers must demonstrate they have sufficient and appropriate insurance cover in place. Event organisers must also demonstrate that they can comply with all requirements outlined in the Firework Regulations of 2004 and that they appreciate how the safety of the public and premises will be a priority. Only persons trained to CAT3 in firework ignition will be permitted to place and light fireworks on Council grounds. Organisers are advised to seek advice from the Parish Council early in their event planning. The decision whether to permit fireworks ultimately rests with the full Council. Anybody releasing unauthorised fireworks will be required to make good (at their sole expense) any damage caused to property (whether belonging to the Council or otherwise), may be reported to the Police (and/or become the subject of a private prosecution by the Council), and will not be permitted to hire Council open spaces (for any kind of event) at any time in the future. Users of fireworks will be required to consult with near neighbours and evidence to the parish council that such consultation has taken place.
12. Teams and users of the recreation grounds must pay due regard to the proximity of local residents and other users of the recreation grounds and any inconvenience must be kept to a minimum. If the grounds maintenance team is on site during the period of hire, they and their equipment including mowers must be given full priority and they must not be held up in any way. Group leaders should prioritise health and safety at all times.
13. Any reported incidents of anti-social behaviour or foul language will be taken seriously and may lead to the cancellation of this agreement.
14. It is the club/organisations/hirers responsibility to effect and maintain adequate insurance cover and they must produce satisfactory evidence of such cover on request.
15. Hirers/users of the recreation grounds who are set to gain financially either personally or professionally from the use of the Recreation Ground i.e. who will get money for their activity/training/event, will be required to forward details of the use, including dates; times; purpose; charges; risk assessments; liability and indemnity insurance to the Parish Council. This hiring form, and signed declaration agreeing to the above terms and conditions, must be received and consent granted by the Parish Clerk, in writing, at least 30 days before the event. Failure to do so may result in use of the recreation grounds being refused.
16. Continued use of the recreation grounds following the cancellation of the agreement by Brixworth Parish Council will result in eviction, and potential prosecution in accordance with Brixworth Parish Byelaws.

REQUEST FOR USE / HIRE OF BRIXWORTH RECREATION GROUNDS

Please confirm the recreation ground you wish to utilise:

St Davids		
The Ashway		
Spratton Road		
Other – please provide Address		

Contact details:

Name:			
Position			
Email:			
Telephone:			
Address:			
Club/Organisation/Company:			
Date (s) required (please affix fixtures list if relevant)			
Time(s) required			
Reason for Hire			
Is this a private / commercial hire (do you or your organisation receive fees for this event?) Please tick.			
YES		NO	
If yes – please give details			

To be completed by the hirer and the Clerk

Amount Due £
Invoice Raised Date:
Payment terms 30 days

I understand that if any of the above terms and conditions are breached the agreement to use the Recreation Ground will be withdrawn.

All necessary risk assessments will be in place before each hire session and updated accordingly.

Signed (Hirer/ user):
Date

Signed (Brixworth Parish Council:
Date consent approved

Please return this form to:

Mrs Josie Flavell
Clerk to Brixworth Parish Council
The Information Point & Parish Office,
Brixworth Library & Community Centre,
Spratton Road,
Brixworth.
NN6 9DS

EMAIL: parish.clerk@brixworthparishcouncil.gov.uk