



# Wootton Bassett Town Council

## Conditions of Hire 2010-2011

### Ballards Ash Sports Ground

#### DEFINITIONS

- “Hirer” means the person/s named as the Hirer on the Booking Application Form.
- “Ballards Ash Sports Ground” means Ballards Ash Sports Ground, Wootton Bassett
- “Booking Application Form” means the booking form to be completed by any person/s wishing to apply to hire facilities at Ballards Ash Sports Ground and attached to these Conditions of Hire.
- “Booking Fee” means the payment to be made by the Hirer to the Council in respect of the Period of Hire
- “The Council” means Wootton Bassett Town Council, Cascade, 117 High Street, Wootton Bassett, SN4 7DZ. E-mail : [enquiries@woottonbassett.gov.uk](mailto:enquiries@woottonbassett.gov.uk)
- “Booking Clerk” means the employee of Wootton Bassett Town Council who deals with bookings of the facilities at Ballards Ash Sports Ground. They are based at the Council Offices.
- “The Council Offices” means the offices of the Council at 117 High Street, Wootton Bassett, SN4 7DZ.
- “The Facility Hired” means such part of Ballards Ash Sports Ground as is hired by the Hirer.
- “The Groundsman” means the Groundsman appointed by the Council in respect of Ballards Ash Sports Ground.
- “Period of Hire” means the period which has been confirmed in writing by the Booking Clerk to the Hirer.

#### 1. APPLICATIONS FOR HIRE

Applicants for the hire of any part of Ballards Ash Sports Ground must complete the Booking Application Form. Where a provisional booking request is made by telephone the Booking Application Form must be completed and returned to the Bookings Clerk within 14 days and in all cases prior to the start of the Period of Hire. Booking Application Forms must be returned to the Bookings Clerk at the Council Offices. **BOOKINGS ARE NOT CONFIRMED UNTIL THE BOOKING CLERK HAS ISSUED WRITTEN CONFIRMATION.**

## 2. WHO IS THE HIRER?

The individual/s who are named on the Booking Application Form will be the Hirer once the booking is accepted by the Council.

He/she/they will be personally responsible in full for compliance with these Terms and Conditions of Hire and all payments due even if they are making the booking to enable a club or an organisation of any kind to use the facilities.

## 3. SCALE OF CHARGES

The Charges are those applicable at the proposed date of hiring are as follows:-

	<b>PEAK</b>	<b>OFF PEAK</b>
Junior - per Pitch with use of changing rooms	£	£
Youth - per Pitch with use of changing rooms	£	£
Senior - per Pitch with use of changing rooms	£	£
Mini Pitch with changing rooms	£	£
<b>(All prices only valid for the bookings made between [</b>		<b> ] and</b>
<b>[</b>		<b> ]</b>
Cricket - per match with changing rooms	£	£
(With effect from )		
Hire of Ballards Ash for day	£	
(With effect from )		

Above charges are inclusive of VAT

**NB. Off Peak** matches are from 9.00 a.m. to 5.00 p.m. Monday to Friday, excluding Public and Bank Holidays. All other times will attract peak rate charges.

Junior Teams are those under 15 years of age.

The Youth rate will be applicable to teams that are over fifteen but under eighteen years of age.

## 4. WHEN AND HOW TO PAY THE BOOKING FEE

- For a single date booking the booking fee must be paid in full to the Council before the hiring commences.
- For a multiple date booking the hire fees will be invoiced by the Council to the Hirer and must be paid within 14 days of the date of the invoice from the Council.
- Payments by cheque. All cheques should be made payable to Wootton Bassett Town Council.

- d. Payments by debit or credit card. The Council accepts most major credit and debit cards (but not American Express). Payments by debit card are not subject to a fee. Payments by credit card will attract a fee of 2% of the amount paid plus VAT. This will be collected when the payment by credit card is made.

If a payment is made with a card which you have told the Council is a debit card but it is, in fact, a credit card then the Council will treat the fact that you made the payment by card as your authority to deduct the fee of 2% of the amount paid by card plus VAT from that credit card. The Council will send you a receipted invoice for the fee after the payment has been taken.

- e. Any queries about an invoice must be notified to the Council in writing within 30 days of the date of the invoice. Queries will not be dealt with if raised after that period and the invoice will be payable in full.

## 5. INTEREST

Interest is payable on all hire fees paid late at the higher of the rate of 8% and 4% above the base rate at the relevant time of HSBC Bank and will be charged from the date the payment was due until it is actually paid.

## 6. VACATING THE FACILITY HIRED

Hirers must vacate the Facility Hired by the end of the Period of Hire and in default will indemnify the Council against all losses the Council suffers in consequence.

## 7. HANGING ROOM KEYS

1. Hirers wishing to lock the Changing Rooms may pay a £10.00 Key Deposit to the Groundsman.
2. The Hirer will be responsible for all keys issued including those issued to the opposing team.
3. All keys must be returned to the Groundsman at the end of the Period of Hire. If any keys are not returned the £10.00 deposit will be forfeit to the Council and the Hirer will have to pay a £20.00 surcharge to the Council within 48 hours of the end of the Period of Hire.

## 8. PITCH AND CHANGING ROOM ALLOCATION

1. The Groundsman will specify which pitch and (if applicable) changing room is to be used during the Period of Hire. If his instructions are not followed the Hirer will pay a £10.00 surcharge to the Council within 48 hours of the end of the Period of Hire.
2. If any Hirer repeatedly does not use the pitch specified by the Groundsman the Council reserves the right to refuse to hire any part of Ballards Ash Sports Ground to the Hirer in the future.

## 9. CANCELLATION

### 1. BY THE HIRER

#### One date Period of Hire – Monday to Friday bookings

The Hirer may cancel the booking of a one date Period of Hire (not being on a Saturday or Sunday) on giving not less than 3 working days notice initially by telephone on 01793 850222 in office hours or 01793 849720 out of office hours and then confirmed in writing (email is acceptable to [enquiries@woottonbassett.gov.uk](mailto:enquiries@woottonbassett.gov.uk)) to the Council at 117 High Street, Wootton Bassett, Wiltshire prior to the date of the Period of Hire to the Bookings Clerk. In such event any Booking Fee previously paid will be repaid to the Hirer.

#### Saturday or Sunday bookings

The Hirer may cancel the booking of a one date Period of Hire made for a Saturday or a Sunday by telephoning the Council on 01793 850222 in office hours or 01793 849720 out of office hours by 9 a.m. on the Wednesday prior to the date of the proposed booking and then confirming the cancellation in writing (email is acceptable to [enquiries@woottonbassett.gov.uk](mailto:enquiries@woottonbassett.gov.uk)) to the Council at 117 High Street, Wootton Bassett, Wiltshire before the date of the proposed Period of Hire. In such event any Booking Fee previously paid will be repaid to the Hirer.

In the event of cancellation by the Hirer not in accordance with the above provisions the Booking Fee will be payable to the Council and will not be refundable. The deposit will be refunded.

#### Multiple date bookings

The Hirer may cancel any dates in a multiple date booking by giving not less than 3 clear working days notice in writing (email is acceptable to [enquiries@woottonbassett.gov.uk](mailto:enquiries@woottonbassett.gov.uk)) prior to the booking date which is to be cancelled to the Bookings Clerk.

In the event of cancellation less than 3 working days prior to the date of hiring which is to be cancelled the Hirer will pay to the Council 100% of the relevant Booking Fee in respect of the cancelled booking.

### 2. BY THE COUNCIL

- (a) The Council may in their absolute discretion cancel any booking if in their opinion or that of their officers the pitch due to weather conditions or otherwise is unable to be used without causing an unacceptable level of damage. The Council will normally give between 12 to 24 hours notice of cancellation.
- b) In the event of cancellation by the Council:-
  1. it will refund pre-payment without delay.

2. it will not be liable for any losses the Hirer may incur as a result of the cancellation.

#### 10. CARE OF PITCHES AND CHANGING ROOMS

The Hirer will at all times take reasonable care of the Facility Hired.

#### 11. FURNITURE AND FITTINGS

Furniture and Fittings - no alterations or additions shall be made to the lighting, heating or fixtures at the Facility Hired.

#### 12. PASSAGEWAYS/STAIRS

All passage ways and areas at Ballards Ash Sports Ground to which the public have access shall be kept free from obstructions at all times.

#### 13. INFLAMMABLE/EXPLOSIVE ITEMS

No items of an inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought to Ballards Ash Sports Ground, without the previous written consent of the Town Clerk.

#### 14. NO SMOKING

No smoking is permitted inside the Buildings at Ballards Ash Sports Ground.

#### 15. STUDED FOOTWEAR

The Hirer will not allow studded footwear to be worn inside the Changing Rooms.

#### 16. CLEANING

The Hirer is responsible for disposing of rubbish (including bottles, cans and litter) from the Facility Hired. For the avoidance of doubt this applies to the Changing Rooms used by the home and opposing team as well as the Pitch area and areas used by spectators.

#### 17. ALCOHOL

The sale of intoxicants is not permitted at Ballards Ash Sports Ground.

#### 18. ORDERLY CONDUCT

Hirers shall be responsible for the maintenance of good order at all times during the Period of Hire.

#### 19. FIRST AID

Hirers are responsible for their own First Aid arrangements. The Groundsmen at Ballards Ash are not trained in first aid.

## 20. FIRE SAFETY

1. Hirers shall comply with all Fire Regulations currently in force.
2. The Hirer shall familiarise themselves with the location of fire alarms, extinguishers and escape routes.
3. The Hirer will be responsible to take steps to ensure that the number and identity of those using the Buildings at the Facility Hired is available to the emergency services if required.
4. Payphone – The Hirer notes that the nearest public payphone is at Maple Drive, Wootton Bassett. There is none at Ballards Ash Sports Ground.

## 21. DAMAGE TO COUNCIL PROPERTY

Hirers shall pay to the Council upon demand:-

1. The cost of reinstating or replacing any part of Ballards Ash Sports Ground or any property in or upon the Ballards Ash Sports Ground, which shall be damaged, destroyed, stolen or removed during the Period of Hire.
2. Any other loss or expense caused to the Council as a result of any breach of any of the terms of these Conditions of Hire.

The amount of the cost shall be certified by the Town Clerk.

## 22. INDEMNITY

Hirers shall indemnify the Council against all claims, demands, actions or proceedings, in respect of goods, clothing or of the deaths or injuries of any persons which shall occur during the Period of Hire, provided that this indemnity shall not apply to any claim, demand, action or proceedings, which arises out of negligence on the part of the Council, its agents or servants or from any defects on the premises.

## 23. LOST PROPERTY

The Council accepts no responsibility for any articles or property lost during the Period of Hire. People finding articles of lost property should hand them into the Council Offices, 117 High Street, Wootton Bassett.

## 24. RIGHT TO REFUSE APPLICATION

The Council reserves the right to refuse an application to Hirers without stating the reasons.

## 25. FAILURE TO OBSERVE CONDITIONS

If the Hirer shall fail to observe these Conditions of Hire the Council may, without notice, terminate the Period of Hire.

Such termination shall not release Hirer/s from their obligations under these Conditions of Hire. The Council shall be entitled to retain monies paid (e.g. deposit) and collect payment of any balance outstanding.

## 26. INTERPRETATION

- a. The Council's decision as to the interpretation of these Conditions of Hire shall be final.
- b. The Council reserves the right to vary or amend these Conditions of Hire on giving to the hirer not less than 48 hours in writing.
- c. The expression the Hirer shall apply whether there is one or more hirer and if more than one the obligations are joint and several.
- d. The masculine shall include the feminine and the singular the plural and vice versa.
- e. Headings are for information only.

For further information please contact:

The Bookings Clerk  
Wootton Bassett Town Council  
117 High Street  
WOOTTON BASSETT  
Wiltshire  
SN4 7AU  
Tel No: 01793 850222  
Fax No: 01793 840052  
Email: [enquiries@woottonbasset.gov.uk](mailto:enquiries@woottonbasset.gov.uk)

**WOOTTON BASSETT TOWN COUNCIL  
BALLARDS ASH SPORTS GROUND, WOOTTON BASSETT  
BOOKING APPLICATION FORM  
(NB. BOOKINGS CAN ONLY BE MADE ONE MONTH AHEAD)**

Name of Proposed Hirer:.....

Please note – once a Booking Application is confirmed the individual/s named above as proposed Hirer/s will be PERSONALLY liable to comply with the Conditions of Hire and make all payments due and not the organisation/club named below.

Address:.....

..... Post Code: .....

Tel. Nos: Day: ..... Evening:.....

Mobile Tel. No: ..... Email: .....

Name of Organisation/Club (This is for information only):.....

Purpose of Hire: .....

	Select Area to Hire:	Date Required:	Time Slot required choose: 09.00 am - 12.30 pm 01.30 pm – 04.30 pm 04.30 pm – 09.30 pm	Please tick box if multiple dates required and complete the form attached:
Junior – per Pitch with use of changing rooms				
Youth – per Pitch with use of changing rooms				
Senior – per Pitch with use of changing rooms				
Mini Pitch with changing use of changing rooms				
Cricket – per match with use of changing rooms				
Hire of Ballards Ash for day				

I/we (jointly and severally if more than one);

1. have read and agree to abide by the Conditions of Hire relating to Ballards Ash Sports Ground and in particular the Fire Safety Provisions in Clause 20.
2. agree to personally pay the relevant charges,
3. confirm that I/we are over eighteen years of age and

4. acknowledge that the booking is not definite until I/we have received written confirmation from the Booking Clerk.

(NB. If more than one Hirer then all must sign).

Signed: ..... Dated: .....

Signed: ..... Dated: .....

Signed: ..... Dated: .....

Signed: ..... Dated: .....

Office use only	
Booking received: .....	Actioned by: .....
Booking on computer.....	Actioned by: .....
Confirmation sent .....	Actioned by: .....





**Wootton  
Bassett**

*TOWN  
COUNCIL*