

Terms & Conditions of Use

Bath Recreation Limited

Bath ● ● ●
Recreation

Date: August 2021

1. These Terms and Conditions of Use apply to and are binding upon all hirers of spaces of land agreed to be provided to them by Bath Recreation Limited. The Hirer shall be permitted to use the land described in the attached Schedule (the "Licenced Space") for the Activity described, and on the days and period specified in the Schedule in accordance with these Terms and Conditions and any attached Appendix.
2. The Hirer expressly acknowledges and agrees that
 - a. this Licence/Booking is personal to the Hirer and it is not capable of being transferred or shared with any third party.
 - b. this Licence/Booking does not convey to the Hirer any lease or other estate or interest in the Licenced Space .
 - c. Bath Recreation Limited has made no warranties or representations as to the suitability or condition of the Licenced Space for the Activity and the Hirer has inspected the Licenced Space and has satisfied itself as to its state of repair, condition, means of access, availability of Services and suitability for the Activity.
 - d. Bath Recreation Limited retains the right to enter on to the Licenced Space during the period of use in order to satisfy itself as to the proper performance of the Hirer's obligations under these Terms and Conditions.
 - e. it has the legal capacity to agree to these Terms and Conditions as applying to the Activity.
 - f. it shall not use Bath Recreation Limited's name, logos or marks for any advertising or other commercial purposes without the prior written approval of Bath Recreation Limited.
3. The Hirer will be entitled to occupy the Licenced Space solely for the Activity during the days and period described in the Schedule/Booking. Upon the expiration of such period the Hirer shall vacate the Licenced Space and deliver it to Bath Recreation in the condition required by these Terms and Conditions.

The 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 and must adhere to minimum coaching qualifications and participant ratios as recommended by such governing body.

Hirer's Responsibilities

1. The Hirer shall indemnify Bath Recreation Limited against any claims or demands made against them in respect of any loss, damage or injury to persons or property arising out of or in connection with the Activity on the Licenced Space.
2. If so required by Bath Recreation Limited the Hirer shall maintain and produce adequate Public Liability Insurance.

3. The Hirer is responsible for obtaining all necessary licences, consents or authorities required by any local or statutory body applicable to the Activity and for ensuring that all environmental and health and safety standards are adhered to, and that persons taking part in the Activity are healthy and fit to undertake the relevant physical activity. The Hirer is responsible for the provision of First Aid cover appropriate to the Activity.
4. The Hirer is responsible for ensuring that appropriate risk assessments are completed and adhered to in relation to the Activity. Hirers are solely responsible for ensuring that the Licenced Space is safe and fit for the Activity and Bath Recreation Limited is not responsible for accidents or injuries sustained by the Hirer or other users. .
5. The Hirer is responsible for ensuring that a proper safeguarding policy and procedures for those participating and attending the Activity are in place and adhered to. Bath Recreation Ground and the Glasshouse Playing Fields are multi-use sites and Hirers must take this into account when considering safeguarding issues.
6. The Hirer is responsible for maintaining adequate levels of security in respect of equipment and personal property of its own or of participants in the Activity brought on to the Licenced Space and Bath Recreation Limited has no liability for damage to, or loss of, such equipment or personal property.
7. The Hirer shall forthwith make good any damage caused to the Licenced Space and at the expiry of the period of use shall remove all equipment, materials and rubbish and shall vacate and leave the Licenced Space in a condition which satisfies Grade 'A' standard of cleanliness under the Code of Practice on litter and refuse (including dog faeces) issued under Part IV of the Environmental Protection Act, 1990 ("the Code"). Please refer to <https://www.gov.uk/government/publications/code-of-practice-on-litter-and-refuse> for details. Any damage or losses caused by the Hirer may result in retention of the deposit and / or the imposition of further charges,
8. No deliveries of equipment or merchandise for an event will be accepted by Bath Recreation Limited without prior written agreement and notification of expected goods.

Particular Additional Terms and Conditions apply to the use of the following, which are set out in the identified Appendix:

- **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)**
1. Hirers are responsible for preparing an appropriate Evacuation strategy in the event of an emergency and should satisfy themselves as to location of 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.
 2. Clothing and footwear appropriate to the Activity are to be worn at all times. The Hirer must ensure that participants respect other parties whilst showering / changing and maintain an appropriate level of dress outside the changing rooms.

3. Bath Recreation Limited reserves the right to carry out essential maintenance to the Licenced Space as in its discretion required. In such circumstances, staff will endeavour to provide reasonable notice to the Hirer and work with the Hirer to minimise disruption to the Activity.

Charges and Payment

1. 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.
2. The Hirer will be invoiced by Bath Recreation Limited, and the Hirer will pay by online payment in accordance with bank details supplied with invoices. In the event that such payment means is unavailable to the Hirer, cheques should be made payable to Bath Recreation Limited.
3. Charges for regular bookings will be invoiced on a monthly / quarterly basis as appropriate and payment will be due within one month of the date of invoice.
4. Charges for Activities will be invoiced on the following basis:
 - A 10% deposit of Activity costs will be due 4 months prior to the Activity, or on confirmation of booking if less than 4 months before Activity date.
 - Total amount quoted will be due 2 weeks prior to the Activity taking place.
5. Charges for Activities may 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 not be required, the deposit will be refunded to the Hirer within one month of the expiry of the period of use.

Cancellation

1. Bath Recreation Limited may cancel or amend a booking at any time if the Hirer is in default of these Terms and Conditions.
 - a. If a booking 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 hire charges paid by the Hirer will be refunded but any other costs incurred by the Hirer will remain at the expense and risk of the Hirer.
2. Bath Recreation Limited reserves the right in its sole discretion to cancel bookings due to adverse weather, ground conditions, or for reasons of public safety. Any cancellation due to such circumstances will not incur a charge and any appropriate refund will be made to the Hirer and the Hirer releases and discharges Bath Recreation from any cost expense or liability arising from such cancellation.
3. Cancellations of bookings by the Hirer may be made by email to operations@bathrec.co.uk. Cancellations for any reason other than weather, ground conditions or public safety will incur the following charges:
 - a. Providing two weeks' notice of intention to cancel is given – there will be no charge

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- b. Notice of Cancellation given between one and fourteen days prior to the bookings – a cancellation fee of 50% of the booking fee will be due and payable.
- c. Cancellation on the day or not turning up for confirmed bookings – the hirer will be charged 100% of the booking / pitch fee.

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.

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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.

For 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.
- League teams are responsible for putting wicket covers on/off **during** play and positioning on the outfield near the roadside wall (please note, grounds person will be responsible for covers before and after play unless stated otherwise).
- Stumps or any other equipment are currently not provided
- 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 e.g. drinks cans, sweet wrappers etc. No glass bottles or glass in any form must be taken into the changing facilities.
- 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.
- A life-saving defibrillator is located inside the right-hand side changing room (scoreboard side).