

# **Regulations & Booking Form for the Hire of Parks & Open Spaces for Personal/Fitness Training**

**Cultural Services**

**April 2019**

## Version Control

Version	Description of version	Effective Date
1	Adopted document	23 <sup>rd</sup> April 2019

## Approvals

Approved by	Date
Housing & Community Services Committee	23 <sup>rd</sup> April 2019

## Associated Documentation

Description of Documentation	

## General

1. These regulations apply to the letting of sites which are the responsibility of the Cultural Services Section of South Derbyshire District Council.
2. All correspondence from the Council to the Hirer will be sent to the contact address provided on their application.
3. It is the Hirer's responsibility to ensure that the Council is informed of any changes to their contact details.
4. A separate hire arrangement must be agreed for each site.
5. Applications for letting must be made on the forms we provide.
6. The person signing the application will be personally responsible for ensuring that the letting fee is paid and for compliance with these regulations. If this person steps down as the nominated contact for an organisation hiring the open space, the person taking over responsibility must confirm this in writing by email, letter or fax.
7. Once the agreement has been confirmed the applicant will be issued with a letter authorising them to use the site on the set days and times. This letter should be taken to each session in case the applicant is challenged by a member of the public or District Council staff.
8. The site may only be used by the organisation on whose behalf the application is made.
9. Only the named applicant will be authorised to conduct the training sessions requested on the hire form.
10. Those taking part in the training sessions must be aged over 18. Requests to conduct sessions for children or young adults under the age of 18 will be considered but the applicant will need to demonstrate that they are DBS checked and that they have the appropriate child protection policies in place.
11. The booking is provisional until confirmed in writing by the Council. If it is not confirmed you will be advised of the reason for the decision.
12. The Hirer shall be held responsible for the effective supervision of the arrangements and people present during the period of use.
13. Occasionally it may be necessary for us to cancel a session. If this happens we will endeavour to give as much notice as possible. We will try to offer an alternative venue or time where possible.
14. The Council or its agents reserve the right to terminate the booking and/or agreement if there are concerns about any aspects of the activity including the behaviour of spectators and those taking part in any activities.
15. The Council may lend keys to the Hirer if required. All copies must be returned at the end of the hire agreement by hand or by recorded delivery. The Hirer is responsible for the cost of replacing any lost keys.

16. If keys are supplied, the Hirer is responsible for the security of the site during the hire agreement and must leave it securely locked at the end of each session. If the Hirer fails to keep the site secure they will be liable for any costs resulting from unauthorised access.
17. The Council reserves the right of entry for its staff or agents at all times.
18. On behalf of the Council, the Cultural Services Manager may impose special conditions on a letting or authorise other people to do so. This may include requirements as to fire precautions, security of persons or premises, the exclusion or admission of any person, animal or item of equipment or the arranging of additional insurance cover.
19. Please ensure that you have prior agreement/consent before taking any photos at events on property owned or leased by South Derbyshire District Council. It is vital if an activity includes children or vulnerable adults any photography including video is agreed with all parties (individual's parent or carer) in advance.
20. During the hire agreement members of the public must be allowed to access the public open space.
21. Excludes monthly membership or subscription schemes.

### **Charges, Payments and Refunds**

22. Charges will be made at rates fixed by the Council each year.
23. The set fee applies to one site only for a maximum of 6 sessions per week for personal trainers and 2 sessions per week for boot camps. Any additional sessions will be considered on request.
24. The set fee will be payable at the time of application.
25. The Council does not provide refunds. However, the Council reserves the discretion to refund fees in exceptional circumstances.

### **Care of Sites**

26. The Hirer must ensure that there is a responsible adult present and able to supervise at all times during the letting. In the event of a session being organised by or for persons under the age of 18 years the booking must be made by, and will be the responsibility of, a responsible adult.
27. The Hirer must ensure that any rubbish is cleared away and the site is left in the condition in which they were found. The hirer will be responsible for reimbursing the Council for any additional costs incurred in or clearing the grounds after a session.
28. If it is necessary for our contractors to undertake reinstatement works as a result of the training the Hirer will be invoiced for the cost. This includes litter picking and damage to any part of the premises or equipment on site. Failure to pay this charge within 10 working days of the due date as shown on the invoice will result in permission being withdrawn.

29. The Hirer may not use equipment or stock on the premises without the approval of the District Council.

## **Emergency Procedures**

30. The Council does not provide First Aid/medical facilities for hirers, nor does it guarantee access to a public telephone system for calling assistance during sessions. The Hirer must make suitable arrangements for this.

## **Insurance**

31. It is a requirement of the Council that organisations hiring council owned facilities have adequate public liability insurance. Minimum cover of £5 million is required.
32. The public liability insurance policy details must be supplied before permission to use a site can be granted.
33. The Hirer is responsible for providing insurance cover for any equipment or possessions brought onto the premises.

## **Responsibilities of the Council**

34. Whilst the Council is unable to guarantee the fitness, suitability or conditions of the premises or grounds at the commencement of a session, every effort will be made to ensure that they are in a reasonable state.

## **Responsibilities of the Applicant**

35. To not use any areas of the site marked as sports pitches or designated by the Cultural Services Section as unsuitable for training purposes.
36. To provide any equipment required.
37. To ensure that they hold the correct qualifications/training to run the activity. Copies of qualifications must be submitted as part of the application process.
38. To make provision for emergency situations including the provision of first aid equipment and access to a telephone.
39. The Hirer must not allow damage to any equipment or structures belonging to the Council or to the playing field and its surroundings.
40. No charges should be made for entry to the public open space and access must not be restricted.
41. Any equipment brought onto site is the sole responsibility of the Hirer and must be removed at the end of each session.

## Legal Requirements

42. The Hirer is specifically forbidden to use, or allow the use of, the hired site for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the site.

## Compliance with Regulations

43. Failure by the Hirer to comply with any or all of the foregoing regulations, whether intentionally or not, may be deemed by the Cultural Services Manager to be just cause for the immediate cancellation of any use.

## Contact Us

If you require further information please contact us using the details below:

South Derbyshire District Council  
Cultural Services Section  
Civic Offices  
Civic Way  
Swadlincote  
Derbyshire  
DE11 0AH

T: 01283 595782

F: 01283 595720

E: [culturalservices@southderbyshire.gov.uk](mailto:culturalservices@southderbyshire.gov.uk)

W: [www.southderbyshire.gov.uk](http://www.southderbyshire.gov.uk)

Any details provided as part of this process will be covered by the Privacy Notice below.

### ***Privacy Notice***

#### ***How is your information used?***

*The information collected on the booking form will be used to contact you regarding your venue enquiry/booking or when seeking feedback on the service provided.*

#### ***Who has access to your information?***

*Information can be accessed by staff within the Cultural Services Team and may be shared with other Council Departments, and, where required, other key partners but only in connection with the provision and use of Council venues and/or service improvements.*

*For further information about how your personal information will be used, please visit [www.southderbyshire.gov.uk](http://www.southderbyshire.gov.uk) where you can see a full copy of our privacy notice. Alternatively you can request a hard copy from [culturalservices@southderbyshire.gov.uk](mailto:culturalservices@southderbyshire.gov.uk)*

## Personal/Fitness Training Hire Form

Before completing please read carefully the regulations that accompany this form.

### Applicant's details

Name of Applicant:	Email:
	Daytime Tel/Mobile:
Name of Organisation: (if applicable)	
Position within organisation: (e.g. secretary)	
Full Postal Address:	

### Site details

Name of site:				Facilities required: (e.g. whole site or a specific area)		
Brief description of activities:						
Please indicate times you will be onsite each day in the boxes below:						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Number of sessions (per week):				Number of Hours (per week):		
Please estimate how many people you think will be attending each session						

## Insurance

It is a requirement of the Council that clubs/organisations using Council-owned facilities have adequate Public Liability Insurance.

Name on Policy:	
Insured by:	Policy Number:
Start Date:	Expiry Date:

## Qualifications

<p>Please provide details of relevant qualifications (including first aid training): (You may be asked to provide evidence of qualifications as part of the application process)</p>
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## Signed by

**Please read the regulations for the Hire of Parks & Open Spaces for Personal/Fitness Training prior to signing this application.**

**By signing the following declaration you are confirming and agree to comply with:**

- I have read the regulations and agree to abide by them.
- To be personally responsible for the fees in respect of this application
- To provide an up to date and comprehensive risk assessment
- That to the best of my knowledge the information provided on this application is accurate and that if there are any changes to be made as a later date these will be agreed with South Derbyshire District Council.
- The information provided will be held in accordance with General Data Protection Regulations.

Signed:	Print Name:
Position:	Date:
For and on behalf of <i>(name of club/organisation if applicable)</i> :	

Please return your completed form to: Cultural Services, South Derbyshire District Council, Civic Offices, Civic Way, Swadlincote, Derbyshire, DE11 0AH