

# **MID SUSSEX DISTRICT COUNCIL AND GLENDALE COUNTRYSIDE LTD**

## **GENERAL REGULATIONS GOVERNING APPLICATIONS TO USE GREEN SPACES, SPORTS GROUND AND FACILITIES (OTHER THAN SWIMMING POOLS AND ASSOCIATED FACILITES)**

### **1. Applications for the hire of green spaces, sports grounds and/ or facilities**

- a. Applications for the hire of the Council's green spaces, sports grounds and/ or facilities shall be made on a form prescribed by the Council;
- b. Applications to use the Council's green spaces, sports grounds and/or facilities may be made in relation to the following sports at the times set out below:

**ATHELETICS** between 1 May and 2 Sunday in September

**BOWLS** between the last Saturday in April and the last Sunday in September  
(inclusive)

**CRICKET** between the Sunday nearest 1 May and the second Sunday in September  
(inclusive)

**FOOTBALL** between the third Saturday in September and the second Sunday in April  
(inclusive)

**MULTI-USE GAMES AREA** during daylight hours

**PAVILIONS** in line with the relevant sporting season dates

**PETANQUE** during daylight hours

**RUGBY** as for football

**STOOLBALL** as for cricket

- c. Applications for hire to use the Council's green spaces, sports grounds and/ or facilities must be made by a person or persons of not less than 18 years of age or by a company, society or organisation which is legally capable of contracting in its own name or by the trustee of a society or organisation which is not so capable. Anyone signing as prescribed application form will be required to warrant the Applicant is qualified as above.
- d. The Applicant must adhere to the times of the hire as stated at the time of booking and must ensure that the green space, sports grounds and/ or facility are vacated on or before the end of the hire session. Should the time of the hire be exceeded, Glendale Countryside Ltd and the Council reserves the right to levy a surcharge not exceeding the session hire charge for the activity previously booked, with a minimum one session charged and any additional staffing costs.

- e. The Applicant may by notice in writing to Glendale Countryside Ltd cancel their Application in whole or in part at any time up to 48 hours before the date of use or commencement of the use for weekday bookings and two working days before weekend bookings. In the event of such cancellation, the balance of the application fee will be refunded to the Applicant.
- f. Payment of all Fees must be paid before any event takes place. Non-payment of Fees will render the booking subject to cancellation by Glendale Countryside Ltd or the Council, at the Council's discretion.
- g. Glendale Countryside Ltd and the Council reserve the right to cancel a hire which has been granted:
  - i. Without prior notice should a green space, sports ground or facility, the subject of the hire of any part thereof be considered by Glendale Countryside Ltd or the Council or any other appointed agent as unfit for use (in which event the cancellation may be affected orally or in writing on Glendale Countryside's Ltd and the Council's website);
  - ii. In the event of any such cancellation, Glendale Countryside Ltd will refund any Fee already paid or the appropriate part thereof relating to the particular use by the Applicant, but the Applicant shall not be entitled to any compensation or other payment from Glendale Countryside Ltd or the Council arising out of any loss or damage which the Applicant may suffer because of such cancellation.
- h. The Applicant shall not sublet or assign the benefit of any permission granted by Glendale Countryside Ltd or the Council to use a green space, sports ground and/ or facility, without the prior written approval of Glendale Countryside Ltd or the Council.
- i. Should Glendale Countryside Ltd or the Council believe the hiring is likely to prove objectionable or undesirable in nature, they shall have full power to cancel the hiring and return any money paid by the Applicant, but in that event neither Glendale Countryside Ltd or the Council shall be liable to pay any compensation to any person in respect of that cancellation.

## **2. Pavilion hire**

- a. Where a pavilion is hired by the Applicant for sports bookings changing rooms, toilets and showers will be provided within the associated hire charge. Applicants must advise Glendale Countryside Ltd of any disabled access requirements.
- b. Ancillary facilities such as kitchen or social areas (where available) are not provided within the associated charge for sports bookings. This will be subject to additional charge and a separate Application must be made.
- c. Where hire includes the provision of a pavilion, the Applicant will be responsible for:
  - i. The safety and conduct of all users of the pavilion facilities hired under the authority of the Applicant during the booking. Applicants

must make themselves fully aware of the layout of the building and the fire evacuation procedures upon entry;

- ii. Basic, necessary cleaning of the pavilion facilities hired at the end of each booking using the equipment provided within the facility. All pavilions are to be left in a clean and tidy condition by the Applicant following the booking. Where pavilions are not left in a clean and tidy condition, Glendale Countryside Ltd and the Council reserves its absolute right to employ such cleansing resources as may be required and to recharge the full cost of such resources to the Applicant;
- iii. Ensuring that a pavilion is secured at the end of each hire session with reference to:
  - 1. The securing of doors and windows, switching off all lights and heating (where applicable);
  - 2. All showers and taps to be turned off, all equipment and furniture to be secured in an appropriate storage area and left in a clean and tidy condition;
  - 3. Glendale Countryside Ltd and the Council reserves the right to make an additional charge should they be required to attend any facility which has been left unsecured by the Applicant.
- iv. Reporting any damage occurring to any pavilion facilities or equipment during the booking to Glendale Countryside Ltd on the first working day following the booking. Where damage has been caused because of negligence on the Applicant's behalf, Glendale Countryside Ltd and the Council reserves its absolute right to employ such resources as may be required to repair or replace the pavilion facilities and to recharge the full costs to the Applicant;
- v. All keys issued by Glendale Countryside Ltd or the Council in connection with each hire session are to be collected from approved premises prior to the booking and returned as instructed by Glendale Countryside Ltd or the Council. The Applicant will be required to pay for the replacement of any keys which are not returned as instructed.

### **3. Damage to person or property and insurance and good order**

- a. The Applicant shall indemnify Glendale Countryside Ltd and the Council and keep Glendale Countryside Ltd and the Council fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims, and liabilities made against or suffered/ incurred by Glendale Countryside Ltd and the Council arising directly or indirectly out of:
  - i. Any act, omission or negligence of the Applicant or any persons at the premises expressly or impliedly with the Applicants' authority or
  - ii. Any breach or non-observance by the Applicant of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or

omission on the part of the Council, its agents, contractors or employees.

- b. In addition, all Applicants shall obtain a policy of insurance against third party risks/ public liability with cover provided for the minimum value of £10 million. A copy of the valid insurance certificate must accompany any Application and be received by Glendale or the Council not less than 28 days prior to the date of the first hire, except in circumstance approved by the Council.
- c. In cases of funfairs or circuses the Applicant shall obtain a Policy of Insurance to the value of £10 million for each ride. A copy of the valid insurance certificate must accompany any Application and be received by Glendale or the Council not less than 28 days prior to the date of the first hire, except in circumstance approved by the Council.
- d. The Applicant is responsible for good order being kept throughout the period of the hiring. The Council may charge the Applicant for any expenses incurred in engaging the Police or other security personnel to preserve order prior to, during or after the period of hire.
- e. The Applicant shall pay the cost of any works of repair or reinstatement required because of unnecessary and avoidable damage to the green space, sports ground and/ or facility resulting from the hiring. The Applicant must report any damage to Glendale Countryside Ltd on the first working day following the booking.

#### **4. Health and Safety**

- a. In the cases of funfairs or circuses, the Applicant must provide Glendale Countryside Ltd and the Council with valid copies of all ADIPS Ride Worthiness Certificates for each individual ride not less than five working days prior to the date of the first booking. No ride will be permitted to operate without evidence of the above certification being obtained.
- b. In cases of major events (and where otherwise requested) the Applicant must provide a thorough and full risk assessment covering all activities undertaken on Council land, including any set-up and de-rig. This must have been received by Glendale Countryside Ltd and the Council no fewer than five working days prior to arrival at the green space, sports ground and/ or facility.
- c. The Applicant must notify the Council of any accidents, incidents or near misses that occur throughout the duration of the event booking. The Council must be formally notified by the Applicant within one working day of the accident occurring.

#### **5. Notification of the Event**

- a. In cases of major events (and where otherwise required) the Applicant is responsible for written notification to residents living in the vicinity of the green space, sports ground and/ or facility of the date, time, and nature of the event. The contact details of an on-site representative must also be provided. Notification must be received no later than 14 days prior to arrival on site.

- b. Where an event or booking is likely to cause noise disturbance to residents the Applicant must also complete a Noise Management Plan including a Noise Risk Assessment.
- c. The Applicant is responsible for notifying relevant Emergency Services of the event or booking.

## **6. Licencing**

- a. Should an event or booking contain licensable activities the Applicant is responsible for obtaining the correct licence. The Applicant must contact the Council's Licencing Team no fewer than 28 days prior to the period of hire to make the necessary arrangements.

## **7. Charges for set-up and de-rig**

- a. In the cases of major event bookings, the Applicant will be entitled to two full days prior to and one full day after the operating date(s) of the entertainment free of charge to enable setting-up and de-rigging, there will be a charge of fifty percent of the day rate for each extra day required.

## **8. Right of Entry**

- a. The Applicant acknowledges the right of Glendale Countryside Ltd and the Council and its duly authorised officers and servants to enter upon the green space, sports ground and/ or facility at any time during the period of hiring to determine the hiring forthwith in the event of the breach of any conditions herein contained.

## **9. Right of Admission**

- a. Notwithstanding any contractual agreement with the Applicant, Glendale Countryside Ltd and the Council reserves the right at its absolute discretion to refuse, or direct the Applicant to refuse, admission of or to evict any person or persons from the facility. Glendale Countryside Ltd or the Council shall not be liable to pay compensation to the Applicant arising out of this clause.

## **10. Limit of Admission**

- a. Where the nature of the booking so requires, the number of persons to be admitted by the Applicant shall be in accordance with the Fire Officer's recommendations and shall be brought to the attention of the Applicant at the time of booking. The Applicant, if specifically requested to do so, shall keep a record of the number of persons admitted to be available for inspection.

## **11. Unlawful or Illegal Activity**

- a. The Applicant shall not permit any hired green space, sports ground and/ or facility to be used for any unlawful or illegal activity. Under the Counter Terrorism and Security Act 2015, the Applicant shall not allow the green space, sports ground and/ or facility to be used to disseminate extremist views. If it appears likely to Glendale Countryside Ltd or the Council that such

activity will take place during the proposed hiring, Glendale Countryside Ltd and the Council both have the power to cancel the hiring immediately and any payment made by the Applicant of fees and charges will be forfeited. Glendale Countryside Ltd and the Council reserve the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.

## **12.Undesirable substances and smoking**

- a. No article of an inflammable, explosive, dangerous, noxious, intoxicating, or offensive nature may be brought onto the premises without written authorisation of Glendale Countryside Ltd or the Council. Under the Health and Safety Act 2006 smoking is illegal in any public building or place of work. This includes any pavilions and/ or any enclosed temporary structures such as a marquee with a ceiling and more than fifty percent walls.
- b. The Applicant may not hold or store controlled substances or other chemical agents on the premises without the written permission of Glendale Countryside Ltd or the Council. To obtain permission, the Applicant must provide all relevant information about the substance (e.g., COSHH, risk assessments etc).

## **13.Catering and food hygiene**

- a. Under Food Hygiene Regulations, kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities for catering purposes, the Applicant is responsible for food safety and hygiene.
- b. Any Applicant wishing to provide catering to the public on Council premises must hold a valid Basic Food Hygiene Certificate, Glendale Countryside Ltd and the Council must be provided with a copy of this certificate. Glendale Countryside Ltd and the Council will not be held responsible or liable for the hygiene of any food preparation on or off the premises in connection with a booking.
- c. No cutlery or crockery will be provided.

## **14.Car parking**

- a. The Applicant is responsible for the control of all motor vehicles within the grounds of the premises in relation to their specific hire of a green space, sports ground and/ or facility. Vehicles must only be parked in designated parking areas and any payment required for the parking area must be made.
- b. The parking of vehicles on grass without written authorisation of the Council is prohibited and is an offence under the Council's Byelaws, which on summary conviction carries a fine not exceeding £200.
- c. Under no circumstance will Glendale Countryside Ltd or the Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.
- d. The Applicant is responsible for ensuring that all gates remain locked to prevent unauthorised vehicular access. The Applicant is responsible for leaving

the premises in a secure, safe, and tidy condition upon vacating the site. Gates must be locked at the end of the booking period and all padlock keys issued returned immediately.

### **15. Rides, stalls, caravans, and generators**

- a. In the event of hire for a major event, the maximum number of units/ stalls/ caravans allowed is shown on the application form. If these numbers are exceeded the Applicant will arrange for their removal and pay a surcharge of £400.
- b. The Applicant is responsible for ensuring that all generators are silent running and located away from surrounding residential properties.
- c. Upon request, the Applicant must be able to demonstrate that portable electrical equipment has been tested and certified by a PAT registered electrical inspector. Upon request, the Applicant must provide all the relevant information about any hazardous substances to be stored on site during the period of hire (e.g., COSHH Data Sheets, Risk Assessments etc).

### **16. Applicants' equipment, temporary and inflatable structures**

- a. Applicants' equipment or property may only be stored on the premises with the prior consent of the District Council. Any such property shall be stored entirely at the risk of the owners and Glendale Countryside Ltd and the Council shall not accept responsibility for any loss of, or damage to, any equipment or property stored. The Applicant is responsible for the operation of any equipment brought onto the premises.
- b. Owing to specific hazards, the Applicant must use a certified and experienced contractor to supply and operate such equipment. The Council requires a copy of the technical specification for each piece of equipment brought onto site.
- c. The Applicant may not bring portable electrical equipment to the green space, sports ground and/ or facility without first obtaining the written permission of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector.

### **17. Equipment provided by Glendale Countryside Ltd or the Council**

- a. In cases of bookings for sporting activities or events Glendale Countryside Ltd shall provide:
  - i. Fully equipped goalposts, nets, pegs and corner markers for football and rugby;
  - ii. Boundary markers for cricket and stoolball;
  - iii. Nets for tennis.
- b. In cases of pavilion bookings, the Council shall:
  - i. Provide basic, necessary equipment for the operation of the premises;
  - ii. Ensure all electrical equipment (where provided) is tested by an electrical contractor employed by the Council;

- iii. Where the premises has a social area, the amount of furniture supplied will be commensurate with the size of the room;
- iv. Provide basic cleaning equipment (excluding cleaning products or chemicals);
- v. Provide external bins for use by the Applicant subject to any waste generated fitting within the confines of the bins. If the waste cannot be safely contained within the bins it is the responsibility of the Applicant to remove it from the site.

### **18. Utilities**

- a. In cases of funfairs, circuses, minor or major events it is the responsibility of the Applicant to seek the appropriate written permission to use any utilities on the premises. A copy of this written permission must be provided to the Council. Water can only be drawn from the mains supply using a metered standpipe supplied by the relevant water authority.

### **19. Sanitation and waste**

- a. In cases of funfairs, circuses, minor or major events it is the responsibility of the Applicant to provide suitable toilet and washing facilities commensurate with the number of people expected to attend the event.
- b. In all cases of funfairs, circuses, minor or major events the Applicant will be responsible for the removal from site of all waste generated in connection with the event. Neither Glendale Countryside Ltd nor the Council will provide waste removal services for events hosted on the Council's green spaces, sports grounds and/ or sports facilities. Any costs incurred by the Glendale Countryside Ltd or the Council associated with the removal of waste from an event will be recharged to the Applicant.

### **20. Byelaws and Statutory Requirements**

- a. The Applicant must always comply with all Byelaws, Regulations and Statutory Requirements relating to the green spaces, sports grounds and/ or facilities hired or the intended use of the facilities. The Applicant is responsible for obtaining any relevant statutory licences in relation to their organised activities during the booking.

### **21. Public Access**

- a. The public must not be prevented from having free access to all other areas of the green space, sports grounds and/ or facility without the written consent of Glendale Countryside Ltd or the Council.

### **22. Temporary Closure**

- a. In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the Applicant agrees that Glendale Countryside Ltd or the Council shall not be liable for any loss or claims arising from such a closure.

### **23. Publicity Material and Fly-posting**



- a. All publicity produced in connection with a booking must be approved by the Council before being issued for display.
- b. Advertising by means of fly-posting relating to a booking of a green space, sports ground and/ or facility is strictly prohibited. Any advertising material affixed to property without the owner's consent will result in prosecution.
- c. The Applicant is advised that the written consent of the Council (in its role as the Local Planning Authority) may be required for the display of advertisements on public land relating to the proposed event. Such consent would not, however, be required if all the following conditions and limitations are met:
  - i. The advertisement is announcing a local event of religious, education, cultural, political, social, or recreational character not being an event or activity provided or carries on for commercial purposes;
  - ii. No such advertisement may exceed 0.6 square metres in area;
  - iii. No such advertisement may be displayed earlier than 28 days before the day (or first day) on which the event, activity or entertainment is due to take place;
  - iv. Any such advertisement shall be removed within seven days after the end of the event or activity;
  - v. Illumination is not permitted;
  - vi. No character or symbol on the advertisement may be more than 0.75 metres in height, or 0.3 metres in an area of special control;
  - vii. No part of the advertisement may be more than 4.6 metres above ground level, or 3.6 metres in an area of special control;
  - viii. The permission of the landowner or any other person with an interest in the site entitled to grant permission has been obtained before any sign is displayed. This includes land owned or managed by the Council and land owned by West Sussex County Council such as highways verges, traffic signs, lamp posts etc.
- d. Any such advertisement displayed in breach of the above would be illegal and the Applicant liable to prosecution by the Council. As such the Applicant should contact the Planning Department at least four months in advance of the proposed event to clarify your requirements.
- e. This advice is given solely for guidance purposes only and is not a detailed interpretation of the law. Should the Applicant be in any doubt please contact the Council.
- f. On site signage should clearly identify:
  - i. Entry and exits for both pedestrian and vehicular traffic. Pedestrian and vehicular traffic should be separated, wherever possible, and always monitored by the Applicant;
  - ii. Access for emergency vehicles;
  - iii. Location of first aid facilities;
  - iv. Location of toilet facilities;
  - v. Location of car parking areas;
  - vi. Location of central control points etc.

- g. Advanced warning signs are strongly recommended to notify motorists particularly of the possibility of long delays.
- h. Residents, shops etc, must be given adequate notification of a minimum of 14 days for all non-sporting events and travelling entertainment.

#### **24. Broadcasting and Filming**

- a. No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent, in writing, from the Council. Applications for such consent are to be made at least 28 days before the date of the proposed recording or transmission.

#### **25. Animal Welfare**

- a. The Applicant will not be entitled to permit the use of any animal for the purposes of entertainment.

#### **26. Hawkers and Vendors**

- a. No hawker, vendor, collector, or canvasser shall be admitted to the green space, sports ground and/ or facility without the written authorisation of Glendale Countryside Ltd or the Council.

#### **27. Gambling**

- a. No sweepstakes, raffle or other form of lottery shall be promoted, conducted, or held on the green space, sports ground and/ or facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting, and lotteries and for which prior written approval has been given by the Council, and the relevant statutory licence of permit has been obtained.

#### **28. Safeguarding Children and Vulnerable Adults**

- a. All Applicants are responsible for the safety and wellbeing of any children or vulnerable adults in their care. Applicants are responsible for reporting any concerns relating to the welfare of children and vulnerable adults to the Council.

#### **29. Special Conditions**

- a. The Council reserves the right to modify any of these conditions, or to further impose conditions where the Council considers necessary.

#### **30. Consents**

- a. Any consents or approval by the Council under these conditions shall be given in writing on behalf of the Director of People and Commercial Services.

