



Elmbridge
Borough Council

... bridging the communities ...

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Switchboard: 01372 474474
DX: 36302 Esher
Website: www.elmbridge.gov.uk

Pitch Hire Pack

1. Conditions of Use

Please take time to read through these conditions and familiarize yourself with them as they form the basis of the agreement between Elmbridge Borough Council and the hirer.

Note – these conditions have been updated as of June 2018.

2. Risk Assessment

A Risk Assessment is required to ensure that you have considered how people may interact with your event, its structures and anything that could potentially cause issue and require managing.

3. Public Liability Insurance

This section contains tips which will help you to identify the correct policy documentation that is mandatory for the event to happen.

4. Guidance & further information

Guidance on holding a public event can be found here:

<http://www.elmbridge.gov.uk/Council/eventguide.htm>

Otherwise if you wish to speak to one of our bookings officers, have questions about a site or for general information regarding holding an event please contact the Leisure Admin Team on 01372 474568.

Strategic Director and Deputy Chief Executive
Sarah Selvanathan

Chief Executive: Robert Moran

Strategic Director
Ray Lee

Section 1 . Conditions of Use for Sport Bookings on Public Land

1. The **Council's decision** on any matter affecting the use of the Land by the hirer, any damage arising from such use and any costs incurred as a result of that use shall be final and binding on both the Council and the hirer.
2. The Hirer shall **fully indemnify** the Council against all claims of any kind whatsoever, attributable to or arising out of the Hirer's use of the Land.
3. To observe all **relevant laws, regulations, statutes and licenses** relating to the Land and its use for staging the Event including but not limited to observance of the Regulations contained in Town and Country Planning (Control of Advertisements) (England) Regulations 2007, the Highways Act 1980 and the Copyright, Designs and Patents Act 1988 in relation to the Event. Failure to comply with the said legislation may lead to criminal prosecution.
4. The Hirer shall ensure that **no nuisance, annoyance or inconvenience** of any kind whatsoever shall be caused to the Council or owners or occupiers of adjoining or neighbouring properties caused directly or indirectly by the Hirer's use of the Land. To this end all lets must end no later than 10.00 pm Sunday to Friday and 11.00 pm on Saturdays.
5. All persons using the council facilities shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the park or ground. 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 officials appointed by the council.
6. In no circumstances shall Equipment be taken on to the Land or event take place when the **state of the ground** is such that damage is likely to be caused, save that nothing contained in this clause shall effect the responsibility of the Hirer under clauses 2, 11 & 13.
7. All Equipment must be removed from the Land by the end on expiry of the Period of Use. The Council may charge for any time over the permitted Period of Use the Hirer occupies the Land as well as any expenses incurred restoring the Land to its condition prior to the Period of Use.
8. The Hirer shall ensure that **no vehicles** whatsoever other than the Equipment are permitted to enter or **remain upon the Land** without prior written approval from the Council.
9. The Hirer will be held responsible for the cost of the Council **restoring the Land** to its condition immediately prior to the Period of Use, the repairing of any damage to the Land arising out of the Hirer's use and the clearing of litter and debris not cleared away by the Hirer to the satisfaction of the Council by not later than noon on the day after the period of use. Any costs arising from any default under this clause shall be enforced against myself and or the Hirer on whose behalf I sign and accept these Conditions of Use.
10. Sub-letting of pitches or facilities is not permitted without written authorisation as part of a lease agreement.
11. The Hirer shall effect **Public Liability Insurance** with a minimum indemnity limit of not less than £5m (five million pounds) in respect of anyone in an Accident. The Council's interest must be noted in the Policy and the Insurance must indemnify the Council in respect of any liability that the Council may incur for personal injury or damage to property, sustained as a result of the use of the Land by the Hirer.

Please make copies of these forms as required for your event.

ELMBRIDGE BOROUGH COUNCIL – LEISURE AND CULTURAL SERVICES

12. The Hirer must **provide evidence of insurance** cover as requested by the Council at the time of booking, and Insurance must be arranged for ALL facilities that will be provided on site during the hire period.

13. The Council's **Safety Officer** shall be allowed access at any time onto the Land to carry out inspections and any decisions made by the Officer regarding safety and fitness of use will be binding. If it is necessary for the Council's Safety Officer to make more than one visit to the site, the hirer will be responsible for bearing any additional cost.

14. **No fires** shall be allowed without prior written approval from the Council.

15. Cancellations must be made in writing to leisure@elmbridge.gov.uk by the end of the Tuesday before the week when the match is due to take place. Refunds will not be issued for matches cancelled by hirers after this time.

Please make copies of these forms as required for your event.

Section 5. Public Liability Insurance Criteria

All participants must have their own Public Liability Insurance unless cover has been specifically arranged on the organizers policy.

Elmbridge Borough Council will NOT accept an insurance Schedule alone; only an *Insurance Policy Certificate* or a 'Dear Sirs/To Whom It May Concern' *Confirmation letter*, covering the details below is acceptable.

- * Name of you/your organisation
- * States **PUBLIC** liability (not Employers or otherwise) for minimum £5million cover

Confirmation Letter / Policy Certificate – is an official letter or document of an agreement that has been arranged between the two parties for the type of cover required.

It will always include:

- details of the insurer & the insured
- policy reference
- With a policy expiry date **after** the event date
- cover type & breakdown with significant information, such as exemptions & clauses
- and be signed & dated on letter headed paper

Documentation types not accepted alone, supplementary information only:

Policy Schedule - this is just an outline of cover that is scheduled to be provided including individual requests and personal circumstances that would be insured under the agreement, and not confirmation that any legal agreement has actually been made or still exists.

Policy Wording & Summary - These are the actual legal statements or iterations of the [generic] policy elements that the insurer offers, but again not confirmation an individual policy was agreed.

Statement of Fact - this are the details of cover required, as submitted on application to the insurer, to obtain the policy.

Terms & Conditions - the agreement arrangement between the insurer and the insured to do business....not an insurance policy document.

Invoice & Receipt - a request for payment for the policy; does not show payment actually made or policy agreed, and even a receipt does not guarantee the policy was created or agreed.

Application & Quote - Request for a policy from insurer and suitable policy offer only.

Of note:

Policy Number - a policy number does not guarantee a current existing legal arrangement. They are created as individual accounts are requested and are not representative of the agreement as a policy can exist with a number but never have been confirmed by either party, or cancelled after the event.

Email - some insurance companies do not provide Certificates or Confirmation Letters as standard with initial documentation, but all will send one on request. It is becoming more common for companies to send by email or just an email stating you are insured, these are completely fine.

Organizers Policy – The event organizer insurance policy does not cover individual activities unless specifically requested and arranged with the insurer; each operators must have own Public Liability insurance policy.

Section 6. Help, Guidance & Further Information.

* * IMPORTANT NOTICE * *

All documentation, including the signed contract, must be provided to Elmbridge Borough Council at least: **16 days prior to the event.**

It is the event organizers responsibility to ensure that all relevant documentation including the Event Participation List, Site Plan and Risk Assessments provided are correct. Any errors or omissions may result in the council preventing certain activities taking place or even cancellation of the whole event.

Our full guidance information on holding an event on public land can be found on our website and downloaded via this link: <http://www.elmbridge.gov.uk/Council/eventguide.htm>

Otherwise if you wish to speak to one of our bookings officers, have questions about a site or for general information regarding holding an event please contact the **Leisure Admin Team on 01372 474568.**

For advice on Event Safety contact the **Health & Safety Adviser on 01372 474215**

For advice on Insurance & Public Liability contact the **Risk Officer on 01372 474142**

For advice on Licencing please contact the **Licencing Team on 01372 474750**

<http://www.elmbridge.gov.uk/envhealth/lic/TEN.htm>

Please be aware, if you do require a temporary events license, you will need to apply for this, at least 10 working days in advance, and the event may be cancelled if you do not gain agreement of the Safety Advisory Group.

Information on our music policy and noise control can be found here:

<http://www.elmbridge.gov.uk/envhealth/noise/noisepolicy.htm>

It is your duty to notify the Police, Environment Agency or other authority if your event requires it? If you are unsure please call our Leisure Admin Team who can provide advice.

Internal use only

Date documentation received:Name of
Officer:.....

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Sarah Selvanathan

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