# Temporary Outdoor Activity Courts Booking Form

Location this application relates to

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| C:\Users\c767848\AppData\Local\Microsoft\Windows\INetCache\Content.Word\blackweir social distancing.jpg | [ ]  Bute Park - Blackweir |
| C:\Users\c767848\AppData\Local\Microsoft\Windows\INetCache\Content.Word\20200525_152800.jpg | [ ]  Sophia Gardens |
| Visit Cardiff Bay • Our vibrant waterfront & beautiful freshwater lake | [ ]  Cardiff Bay |

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| **Hirer’s contact details:** |
| **Name of organisation/business** | Click here to enter text. | **Name of Hirer** | Click here to enter text. |
| **Organisation/business website** | Click here to enter text. | **Hirer’s mobile number**  | Click here to enter text. |
|  |  | **Hirer’s e-mail address** | Click here to enter text. |
| **Legal status of organisation/business** |
| **Registered charity** | [ ]  | **Charity number** | Click here to enter text. |
| **Constituted non-profit group with separate group bank account** | [ ]  | **Name on bank account** | Click here to enter text. |
| **Company limited by guarantee** | [ ]  |  |  |
| **I am self-employed** | [ ]   |  |  |
| **Other** | Click here to enter text. |  |  |

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| **Contact postal address for fee invoice** |
| Address line 1 | Click here to enter text. |
| Address line 2 | Click here to enter text. |
| Town/city | Click here to enter text. |
| Post code | Click here to enter text. |

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| **Part 1 – Court booking details** |
| **Describe your proposed use of the court** | Click here to enter text. |
| **I want to book group sizes up to***Prices will then be subject to discounts as stated in the T&Cs**Group sizes do not include the instructor* | **9 (£15/hr)** [ ]  | **18 (£20/hr)**[ ]  | **24 (£25/hr)**[ ]  | **29 (£30/hr)**[ ]  |
| I want to book a **standard court** (capacity up to 18) | [ ]  Yes / [ ]  No  |
| I want to book a **large court** (capacity up to 29) | [ ]  Yes / [ ]  No  |
| **Requested timeslots:** *Please provide as much info and flexibility as possible**Courts must be booked for a min of 4 weeks in a row starting Tues 21st Juluy and up to 8 weeks in a row finishing Fri 11th Sept***My requested timeslots:** | Please state your preferred timeslots in the table below. Please specify ‘either’ / ‘or’ / ‘and’ as appropriateTimeslots are available starting * On the hour (e.g. 15:00 – 14:00)
* 15 mins past the hour or (e.g. 15:15 – 16:15)
* Half past the hour (e.g. 15:30 – 16:30)

There are 2 courts available per start time plus a separate larger court which can be booked more flexibly. The last slots run 7pm – 8pm.Please indicate first and second choice of timeslot if appropriate.Note for a 90 minute session you will be required to book and pay for 2 x 1 hour slots.Sessions are offered between 9am and 8pm, 7 days a week at the discretion of the Venue Management.  |
| ***Examples*** *1. Either a standard court at 15:15 – 17:15 on a Tues/Wed/Thurs starting 21st July for 4 weeks (first choice) Or a standard court at 10:00 – 12:00 on a Sat starting 25th July (second choice)**2. I want to book a large court every Saturday Or Sunday for 6 weeks starting 25th July*Click here to enter text. |
| I am flexible on exact start times  | [ ]  Yes / [ ]  No Details Click here to enter text. |
| **Vehicle parking**I want to bring a car or small van onto site in support of my activity | [ ]  Yes / [ ]  No Registration number Click here to enter text.Make Click here to enter text.Model Click here to enter text. |

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| **Part 2 – Required documents** |
| **All Hirers must submit the below documents before the booking will be processed and a booking confirmation issued. No timeslots can be held to the exclusion of others until all of this is received.** |
| A signed [**Indemnity Form**](https://bute-park.com/wp-content/uploads/Indemnity-Form-.pdf) | [ ]  Attached / [ ]  To follow  |
| A copy of your **Public Liability Insurance** (min £5m) which covers your proposed use, with explicit confirmation from your insurer that it covers your proposed activities in this outdoor setting on the dates proposed | [ ]  Attached / [ ]  To follow  |
| A site and activity-specific **risk assessment** with evidence that you are meeting the guidance set by your national governing body or equivalent industry-specific guidance set in relation to **Covid-19** | [ ]  Attached / [ ]  To follow  |
| A **daily schedule** IF you are booking more than 1hr slots | [ ]  Attached / [ ]  To follow [ ]  N/A |
| **Evidence of qualifications and membership** of an appropriate governing body IF required, e.g. instruction is being provided to the public | [ ]  Attached / [ ]  To follow [ ]  N/A |
| **Evidence of DBS checks** IF your use includes participation by unaccompanied minors or vulnerable adults | [ ]  Attached / [ ]  To follow [ ]  N/A |

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| **Part 3 – Power and electrical equipment** |
| I want to book a Court with a **13amp mains power** supply*Note this will attract a surcharge of £2 per day* | [ ]  Yes / [ ]  No  |
| I would like permission to bring a **diesel generator** onto site | [ ]  Yes / [ ]  No  |
| I will bring **electrical equipment** to the Court in support of my activity. Please include both mains powered and battery-powered equipment | [ ]  Yes / [ ]  No  |
| If yes, please list all electrical equipment that will be used within the court*Note use of electrical equipment must be covered within your risk assessment. If mains powered it must have a current PAT test to be authorised on site* | Click here to enter text. |

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| **Part 4 – Other equipment** |
| I will bring **other equipment** to the Court in support of my activity | [ ]  Yes / [ ]  No  |
| If yes, please list all equipment to be provided*Note use of this equipment must be covered within your risk assessment, including infection transmission controls where necessary* | Click here to enter text. |

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| **Part 5 – Noise** |
| Is your activity likely to **cause disruption** to neighbouring courts, e.g. playing amplified music for dance? | [ ]  Yes / [ ]  No  |
| Is your activity likely to **be disrupted by** neighbouring courts, e.g. playing amplified music for dance? | [ ]  Yes / [ ]  No  |
| Will you activity include playing live music e.g. playing instruments or drum? | [ ]  Yes / [ ]  No Give detailsClick here to enter text. |

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| **Part 6 – Additional permissions** |
| I want to enquire about the possibility of conducting **Broadcasting / Filming / Photography***Note additional charges will apply, and a permit will be required* <http://cardifffilmoffice.co.uk/> | [ ]  Yes / [ ]  No  |
| I want to display some advertising material on site | [ ]  Yes / [ ]  No  |

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| **Declaration & confirmation** |
| I have read and understood the Terms and Conditions of hire for temporary outdoor activity courts and agree to abide by them. | [ ]  Yes  |
| Hirer’s signature  | Click here to enter text. |
| Print name | Click here to enter text. |
| Application dated | Click here to enter text. |
| Please scan and return your completed application form (pages 1 – 5 only)and appropriate paperwork to butepark@cardiff.gov.uk  |

# Cardiff Council’s Terms and Conditions of Hire for Temporary Outdoor Activity Courts

**Conditions**

**‘**Hirer’ means the individual named on the booking form. ‘Venue’ means that stated in your booking confirmation. ‘Court’ means the numbered Court allocated in your booking confirmation. ‘Venue Management’ means the point(s) of contact named in your booking confirmation. ‘The Council’ means Cardiff Council. ‘Site Supervisor’ means the duty member of Cardiff Council staff on site at the time of the hire. ‘Inclement Weather’ means weather that can be reasonably deemed to be incompatible with use of the outdoor Courts and may represent a health & safety risk, the decision to call off sessions will be made between the Site Supervisor and Venue Management, who’s decision is final. Decisions will be based on forecasts provided by the Met Office Weather app and actual conditions on the site. Sessions will be cancelled in blocks of at least 4 hours. ‘Site Plan’ means the plan provided in your booking confirmation which will show the configuration of the numbered Courts and entrance/exit points, and indicative staff vehicle and public cycle parking areas.

**Fees & payment**

a) Registered charities and constituted not for profit groups with separate group bank account will receive a £5/hr discount.

b) VAT is applicable at the standard rate (20%).

c) Bookings must be made in blocks of 4 weeks minimum. Weekly timeslots booked thereafter will be discounted by 50% if booked at the time of your initial booking. E.g. if you block book a standard Court for 8 weeks for up to 18 participants you will pay £20/hr + VAT for the first 4 weeks then only £10/hr for any identical completed weekly timeslots thereafter.

d) Cardiff Council will raise an invoice to cover 50% of timeslots booked in the first 4 week block at the point of booking. Payment is due within 28 days of date of invoice and this will constitute a refundable deposit towards the booking.

e) A second invoice will be raised within the month of September to cover the balance due.

**Use of the Court**

a) The Hirer may use the Court for the activity stated in the booking form but for no other purpose whatsoever. In the event of unauthorised use of the Court, Venue Management may stop proceedings and evict the Hirer.

b) The Council gives no warranty that the Court is physically fit for the activity stated and no express or implied warranty as to the condition or suitability of the Court is given by the Council.

c) The Court booked shall not be sub-let and the Hirer is not permitted to pass on the responsibility for the booking without the written permission of the Venue Management.

d) The Hirer is responsible for ensuring that suitable and sufficient health and safety precautions are operated during their use of the Court and in accordance with the risk assessment submitted at the time of booking.

e) The Hirer must vacate the Court and leave no trace beyond reasonable wear and tear of the grass surface. The grass surface must not be marked in any way. Any litter generated by the Hirer or their participants must be disposed of within public litter bins or taken off-site if these are unavailable.

f) The Hirer should notify the Site Supervisor if they become aware of any surface damage that may affect future use.

**Schedule**

Sessions are offered between 9am (start) and 8pm (finish) 7 days a week at the discretion of the Venue Management. Two courts timeslots start on the hour, two courts timeslots start 15 mins past the hour and two courts timeslots start on the half hour. The seventh court (up to 30 capacity) does not have fixed timeslots. This will help user flow at the Venue and support social distancing.

**Cancellation by the Hirer**

Hirers must give written notice of cancellation to Venue Management no less than 5 working days before the scheduled timeslot in order to receive a full refund. Cancellations made after this time will be charged at full price.

**Cancellation by Venue Management**

a) If Venue Management have to cancel timeslots due to unforeseen circumstances within their control, e.g. staff sickness, a full refund will be given or credit will be given towards any future timeslots.

b) Venue Management agree to notify Hirers of cancellation at the earliest opportunity by telephone and/or e-mail using the contact details provided on the booking form.

**Cancellation due to Inclement Weather**

If sessions are cancelled due to Inclement Weather no charge will be made and any deposit payment held can be set as credit against subsequent weekly timeslots. If a session starts and then has to be terminated due to Inclement Weather, no refund will be made.

**Parking**

a) Prices include 1 optional staff parking space adjacent to the Hired Court. Vehicle size is limited to 1 car or small van. This must be pre-booked at the time of booking.

b) Participants cannot park on site and should use public parking available within the vicinity of the Venue. The Hirer must make this clear to their participants in advance to avoid issues on the day.

**Provision of power by The Council**

Cardiff Council can make 13amp power available to Courts 1 and 6 (those nearest Blackweir Changing Rooms) on request. The request must be made at the time of booking and power provision will attract a £2 surcharge per day.

**Provision of power by The Hirer**

The Hirer may provide their own power in the form of battery operated equipment only. Diesel generators require special permission. Petrol generators are forbidden.

**Use of electrical equipment**

The Hirer is permitted to use his / her own electrical equipment as stated on the booking confirmation form. All electrical equipment must be suitable for the purpose for which it is going to be used, i.e. suitable for use in an outdoor environment, and where mains powered, hold a current PAT testing certificate.

**Loss and damage**

a) All vehicles, bicycles and possessions are left on site entirely at the owner’s risk. Cardiff Council accept no responsibility for loss or damage.

b) The Hirer shall pay for any damage to the Courts or any Council equipment in the Courts caused by the persons for whom the Hirer is responsible (which shall be deemed to include all guests or invitees of the Hirer) during the period of the hire.

**Control**

a) The Hirer shall be in attendance at all times during the period of the hire and will be responsible for the appropriate behaviour and conduct of the group.

b) Where appropriate the Hirer will be responsible for complying with all child protection requirements as specified in the Children Act of 1989. Where appropriate the Hirer will be responsible for complying with all current child protection requirements as regulated by the Care Inspectorate Wales [https://careinspectorate.wales](https://careinspectorate.wales/). A copy of a current DBS and / or Group’s / Club’s constitution may also be required.

c) The Hirer shall also follow the practice guide “*Together we’ll keep children and young people safe- as we rebuild from Covid-19*” published by Welsh Government <https://gov.wales/keeping-children-and-young-people-safe-non-statutory-guide-practitioners>.

**Management of site activity**

a) A member of Cardiff Council staff a ‘Site Supervisor’ will be on site to facilitate use of the Courts. They will have the following duties:

Opening and closing the site, securing the perimeter and conducting basic visual safety checks

Meeting and greeting Hirers

Facilitating on site staff vehicle access and parking

Ensuring Courts are vacated by the required times

Ensuring occupants and group sizes are as per the agreed booking. Any larger group sizes above the price thresholds set will be recorded and reported back to Venue Management so fees can be adjusted accordingly

Providing power to Courts 1 and 6, if previously agreed, or on the day at their discretion and feeding back to Venue Management so the correct surcharge can be applied to the booking

Confirming any Hirer mains powered electrical equipment has an in date PAT test

Ensuring hand sanitiser is replenished within the Courts as necessary

Closing the site in the event of inclement weather

Feedback and liaison with Venue Management, e.g. on weather closures, noise levels, site safety practices and any breeches to T&Cs. Evicting Hirers if directed to by Venue Management

b) Time slots are 1hr in duration but activity sessions are limited to 45 mins to allow for get in and get out. Courts must be vacated promptly before the end of your time slot. This helps support social distancing on site.

c) Late arrivals will only be permitted entry to the Court up to 10 mins after the start of your timeslot/scheduled session. Please notify the Site Supervisor of any expected late arrivals.

d) Entrance and exit from the Courts will be operated in a one way system to support social distancing. Check your venue’s Site Plan for details.

**Broadcasting / Filming / Photography**

No Broadcasting / Filming / Photography is permitted by the Hirer without the prior consent of the Venue Management and a valid Cardiff Council Film Permit <http://cardifffilmoffice.co.uk/>. The Hirer must also obtain consent from the subjects.

**Noise**

The Hirer shall keep noise to a level that does not disturb the occupants of adjacent Courts. If your activity will generate significant noise please contact Venue Management who will talk you through your options.

**Charitable collections**

Approaching the public for charitable collections is not permitted in any public open space outside the hired Court.

**Indemnity**

a) The Hirer shall indemnify the Council against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to and/or damage to property of any persons caused by or arising out of an incident to or in any way connected with the Hirer’s use of the Court.

b) The use of the Court and equipment is entirely at the Hirer’s own risk and the Council shall not be responsible for any death, injury or damage to persons or property, or lost or stolen items, or liable in any other way to the Hirer, its guests or other third parties.

**Accidents**

Any accidents or near misses that occur during the Hire must be reported to the Site Supervisor at the earliest opportunity.

**Advertising**

The Hirer and / or any persons acting on behalf of the Hirer hereby agree and acknowledge that they are not permitted:-

 (i) to display anywhere in public open space any form of advertisement promoting the activity offered at the Courts, in an unlawful manner or without the requisite permission from the Venue Management, or

(ii) fix or exhibit any form of advertisement in or upon any part of the Court unless they have obtained the prior written consent of the Venue Management.

The Hirer and / or any persons acting on behalf of the Hirer acknowledges the Council’s concerns regarding illegal fly posting and hereby agree that in respect of the activity to be held at the Court they shall not carry out such fly posting nor make any arrangements for any third parties to carry out such activities on their behalf. The Council shall be entitled to terminate the agreement if the above provisions are breached.

**Data protection**

Each party (The Hirer and The Council) shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Force majeure**

Neither party shall be in breach of these Terms & Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms & Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**Variation**

No variation of these Terms & Conditions shall be effective unless it is in writing and signed by the Hirer.

**Waiver**

a) A waiver of any right or remedy under the hire agreement t or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

b) A failure or delay by a party to exercise any right or remedy provided under the hire agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the hire agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**Severance**

If any provision or part-provision in these Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

**Third party rights**

These Terms & Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms & Conditions.

**Governing law**

These Terms & Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

**Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions or its subject matter or formation.

**Equal Opportunities Policy**

a) The Hirer will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin, or their sex or sexual orientation, or because of any disability or disablement in relation to the provision of goods , facilities or services or access to the same, or by refusing or deliberately omitting to provide such goods, facilities or services of the like quality in the like manner and on the like terms as are normal in connection with the hiring.

b) The Hirer shall not publish or cause to be published in connection with the hiring any advertisement, leaflet, document or other form of publicity which indicates or might reasonably be understood as indicating an intention by a person to do an act of discrimination whether the doing of that act by him/her would be lawful or unlawful and whether or not the same would be contravention of the foregoing paragraph of this clause.

c) In this clause, discriminatory practice means the application of a requirement or condition which results in an act of dis crimination or which would be likely to result in an act of discrimination or any of the types referred to in paragraph (I) of this clause. The Hirer will commit a discriminatory practice if he/she applies a discriminatory practice or if he operates practices or other arrangements, which in any circumstances would call for the application by him/her of a discriminatory practice.

d) The Hirer shall observe the requirements of the Race Relations Act 1976 and where applicable shall observe the Commission for Racial Equality Code of Practice as approved by Parliament in 1983. The Hirer shall be responsible for the observance of the requirements of this clause by any person for whom he/she is responsible in connection with the hiring.

e) In the event of the Venue Management forming the view that the Hirer or anyone for whom he is responsible has breached the provisions of this clause, the Venue Management may forthwith without notice terminate the hiring and require the Hirer to vacate the Court forthwith, provided that the Hirer’s responsibilities for any payment under the Conditions of Hire shall remain unabated and the Council shall not be required to refund to the Hirer any payments or charges made in connection with the hiring of the Court.