

**Parks & Leisure Services
Terms and Conditions of Tennis Court Hire**

**By hiring a Parks and Leisure sports facility you are agreeing to these terms and conditions of hire. Please note that any breach of these terms and conditions may result in the cancellation of bookings without refund and the Council refusing to accept bookings from the Hirer in the future.**

These terms and conditions apply to the hire of all Tennis Courts owned or managed by the Council of the Borough of Guildford, including, but not limited to, the following:

Stoke Park

Sutherland Memorial Park

**1.** **Definitions**

* 1. “Booking” means a reservation of Council Facilities on a specified date, at a specified time and for a specified duration.

1.2 “Changing Room” means the allocated space at the Facilities, subject to availability, for the purposes of changing, showering and the use the toilet facilities.

1.3 “Tennis Court” means any tennis court owned or managed by the Council of the Borough of Guildford

1.4 “Transaction Number” means the number issued upon confirmation of the Booking.

1.5 “Council” means the Council of the Borough of Guildford.

1.6 “Facilities” means the place where the activity or sport takes place.

1.7 “Hirer” means the individual (aged eighteen or over), team, body, club, school, or organisation who makes the Booking.

1.8 “Users” means any player, spectator, Hirer or any other person who has any involvement whatsoever with the use of the Facilities during a Booking.

**2.** **Bookings and Cancellations**

2.1 A Booking will constitute an acceptance of these terms and conditions and all bookings must be made by following the instructions and/or links on the website.

2.2 A Booking is not complete until it is confirmed by the Council, or its partner organisation, to the Hirer via email with a gate code. An online or emailed request for a sports facility will not constitute a Booking of that facility.

2.3 All bookings for Sutherland Memorial Park should be made with a minimum of two working days' notice. At busy times, it may not be possible to confirm a booking with only two working days’ notice.

2.4 A Booking confirmation must be produced upon request, during any use of a Tennis Court, which relates to the court that is being used.

2.5 Tennis Court bookings cannot be cancelled once made. Tennis court tickets will not be refunded or exchanged unless falling under 4.4.

2.6 A Tennis Court is for the playing of tennis only when booked for this purpose. No other sports are permitted to be played on any court booked for Tennis, and no other activity may take place on any Court including, but not limited to, the use of bikes, scooters, or skateboards.

2.7 Individual Bookings made for Users aged 18 years or under will qualify for the reduced youth rate. This charge will not under any circumstance be adjusted retrospectively. Evidence of age may be required. Users under the age of twelve must be always supervised by a parent, guardian or tennis coach.

2.8 The sub-letting of any Booking is not permitted.

2.9 No coach, organisation, or individual is permitted to block book a court for more than 50% of the hours available per day to ensure availability for pay and play customers unless prior agreement is provided by the Council (for example for a one-off tennis event).

**3.**  **Obligations on the Hirer**

3.1 The Hirer must leave the Facilities in a clean and tidy state after use including, but not limited to, the removal of all litter, the removal of all equipment brought by the Users and closing the court gate securely and is responsible for ensuring that the Facilities are treated in a considerate manner. Any damage caused by the Users must be immediately reported to the Council by the Hirer at rangers@guildford.gov.uk.

 3.2 The Hirer shall repay the Council on demand the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is stolen or deliberately damaged or destroyed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring.

3.3 Clubs, organisations and coaches are responsible for providing adequate insurance cover for all Users of the Facilities during the Booking period. The council recommends that court hire, and use of Facilities is covered under a public liability insurance policy of at least £5,000,000.

3.4 Coaches hiring the facility are responsible for having an appropriate risk assessment and insurance in place prior to the booking date, a copy of which must be produced if requested by a Council office

3.5 The Hirer must ensure they select the correct hire charge when booking. The Council reserves the right to charge an additional fee for incorrect booking.

3.6 Users shall not act in a manner which causes injury, damage or distress to any property or person, including Council staff and other users of the Facilities. Users shall obey any instruction given by ground staff and/or Parks’ Officers. The Hirer shall be responsible for ensuring that the behaviour of all Users associated with the Booking complies with these Terms and Conditions and shall be jointly liable for any damage caused by such Users.

3.7 The Hirer must ensure that all Users of the Facilities associated with their Booking wear appropriate footwear for the playing surface. Any form of metal or plastic stud is not permitted as it may be damaging to the surface and increases the likelihood of injury. Flat soled trainers are also not recommended.

3.8 Hirers must comply with the Council’s Equalities and Diversity Framework and ensure that no Users associated with their Booking discriminate either physically, verbally or by their conduct on the grounds of race, nationality, colour, ethnic or national origin, religion, creed, sexual orientation, marital status, sex or disability. Details of the Council’s Equalities and Diversity Framework can be found on the Council’s website, [www.guildford.gov.uk](http://www.guildford.gov.uk) .

3.9 The Hirer must ensure that all Users of the Facilities associated with their Booking park correctly. All vehicles are parked at the owner's risk and the Council shall not be responsible for any resulting loss or damage.

3.10 Subject to Clause 4.1 below, the Hirer is responsible for providing racquets, balls and other associated equipment required in relation to their Booking.

3.11 A Tennis Court cannot be used without booking in advance and without having received confirmation of the booking from the Council. Any use of a Tennis Court without pre-booking will be retrospectively charged for.

3.12 It is the hirer’s responsibility to judge whether a court is playable in adverse weather conditions.

3.13 The Hirer must ensure that all gates and entrances are securely closed during the hire period and before leaving the premises.

3.14 Any breach of and/or failure to comply with these Terms and Conditions may result in the cancellation of all the Hirer’s current Bookings at the Council’s Facilities without the provision of a refund and/or the refusal to accept any future bookings from the Hirer. The use of any such remedies is without prejudice to any other claim or remedy which the Council may have against the Hirer. Users may be asked to leave the facility during a booking if any of these terms and conditions are not complied with.

**4.** **Obligations on the Council**

4.1 The Council will provide the Hirer with one court at the Facilities per Booking and nets for tennis.

4.2 The Council cannot guarantee the availability of any specific court at any Facilities. Courts are allotted at the time of booking.

4.3 Stoke Park tennis courts numbered 1 and 3 only include a training ‘wall’ set within the fence.

4.4 The Council reserves the right to cancel and/or move to an alternative site any Booking(s) without prior notice if, in their ultimate discretion, an officer of the Council considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, or if an alternative site is unavailable or impractical to travel to, the Council will provide a refund for the full value of the Booking. The Council will not accept any further costs or liability for any consequential losses suffered by the Hirer due to any such cancellation.

4.5 If the User considers the Facilities to be unsafe or unplayable then the Council must be notified at either or parks@guildford.gov.uk within two working days. Any refund in these circumstances will be at the discretion of the Council.

4.6 The use of Changing Rooms and showers are not included in any Booking unless these have been requested at the time of the booking and agreed by the Council when confirming the Booking.

**5.** **Limitations and Exclusions**

5.1 The Council does not accept liability for any loss suffered by the Hirer because of any cancellation by The Council or for any unforeseen unavailability of the Facilities.

5.2 The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the Users of the Facilities.

5.2.1 The Council will not accept liability for any personal injury or loss of life howsoever caused to any Users of the Facilities, unless resulting from negligence on the part of the Council.

5.3 The Council may remove (and store if practical) any property left behind by the Users after the expiry of the booking. The Council shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The Hirer is responsible for ensuring that all property is removed and agrees that the Council shall be entitled to dispose of any property left at the Facility because of the hiring and not claimed within 28 days.

5.4 The payment of a booking fee for a sports court does not create or cause to create any interest in the land by any means and does not imply any relationship of landlord and tenant.

# **6. Non-Payment of Invoices**

* 1. Should the Hirer not pay any invoice within 14 days of the due date on the invoice, the Council will not permit the Hirer to make any future bookings until the Council has received payment in full. Any unpaid existing booking will also be cancelled. Invoices will be deemed received by the Hirer on the third day from the date of the invoice.
	2. Full payment will not be deemed to have been received by the Council until all funds have cleared.
	3. If any invoice remains unpaid 28 days after the due date on the invoice, then the Council may take immediate legal action against the Hirer to recover all monies due.

# **7. Limitations and Exclusions**

* 1. The Council does not accept liability for any loss suffered by the Hirer because of any Booking cancellation or unforeseen unavailability of the Facilities.
	2. The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the Users of the Facilities.
	3. The Council will not accept liability for any personal injury or loss of life howsoever caused to any Users of the Facilities, unless resulting from negligence on the part of the Council.
	4. The payment of a booking fee for a sports pitch does not create or cause to create any interest in the land by any means and does not imply any relationship of landlord and tenant.
	5. The Council may remove (and store if practical) any property left behind by the Users after the expiry of the booking. The Council shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The Hirer is responsible for ensuring that all property is removed and agrees that the Council shall be entitled to dispose of any property left at the Facility and not claimed within 28 days.

**PLEASE NOTE: for any problems on site, the out of office hours Ranger Team mobile number is 07880 784947**

**PLEASE NOTE: Public toilets are available only between the hours of 9am and 5pm each day.**