



Mablethorpe & Sutton Town Council

Terms and Conditions of Tennis Court Hire Sutton on Sea

By placing a booking to hire the tennis court at Sutton on Sea, hirers agree 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 managed by Mablethorpe & Sutton Town Council.

1. Definitions

- 1.1 “Booking” means a reservation of Council Facilities on a specified date, at a specified time and for a specified duration.
- 1.2 “Tennis Court” means any tennis court managed by Mablethorpe & Sutton Town Council.
- 1.3 “Transaction Number” means the number issued upon confirmation of the Booking.
- 1.4 “Council” means Mablethorpe & Sutton Town Council.
- 1.5 “Facilities” means the place where the activity or sport takes place.
- 1.6 “Hirer” means the individual (aged eighteen or over), team, body, club, school, or organisation who makes the Booking.
- 1.7 “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 website provider, to the Hirer via email with a gate lock code.
- 2.3 An online or emailed request for a tennis court hire does not and will not constitute a Booking of that facility.
- 2.4 All bookings should be made with a minimum of 30 minutes notice. At busy times, it may not be possible to confirm a booking the above notice.
- 2.5 A Booking confirmation must be produced upon request, during any use of a Tennis Court, which relates to the court that is being used.

- 2.6 Tennis Court bookings cannot be cancelled once made. No refunds will be given or dates/times exchanged unless falling under 4.3 or 2.11.
- 2.7 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 that the Court is not set up for may take place, this includes but is not limited to, the use of bikes, scooters, or skateboards.
- 2.8 Users under the age of twelve must be always supervised by a parent, guardian or tennis coach.
- 2.9 The sub-letting of any Booking is not permitted.
- 2.10 No coach, organisation, or individual is permitted to block book a court for more than 40% of the hours available per day to ensure availability for other customers unless prior agreement is provided by the Council (e.g. annual or one-off tennis event(s)).
- 2.11 In the event of persistent heavy rain or snow preventing the booking going ahead, the Council may, at its discretion, rebook a hire at no additional charge if contacted within 48 hours of the time of hire.
- 2.12 Bookings are made per hour, and the Town Council cannot accept bookings for partial periods (i.e. ¼ hour, ½ hour, ¾ hour) and no refunds will be considered or given should the Hirer leave prematurely.

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 and personal items 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 admin@mablethorpesutton-tc.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 Tennis (or other sport 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 officer.
- 3.5 Tennis (or other sport coaches) are responsible for reading and abiding by the Council's Safeguarding policy available on the Council's website (<https://www.mablethorpesutton-tc.gov.uk/council-business/policies-and-procedures/safeguarding-policy/>) before coaching under 18s on any Court.
- 3.6 Tennis (or other sport coaches) are responsible for ensuring they are familiar with the procedure for removing and installing nets and posts but before doing so need written permission from the Council. No other person with them, unfamiliar with the procedure or without correct insurance shall remove or install tennis posts, nets or training equipment.

- 3.7 The Hirer must ensure they select the correct hire charge when booking. The Council reserves the right to charge an additional fee for an incorrect booking.
- 3.8 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 any officer or representative of the Town Council. 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.
- 3.9 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.
- 3.10 Hirers must comply with the Council's Equality policy 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 Equality Policy can be found on the Council's website: (<https://www.mablethorpesutton-tc.gov.uk/council-business/policies-and-procedures/equality-policy/>).
- 3.11 Subject to Clause 4.1 below, the Hirer is responsible for providing racquets, balls and other associated equipment required in relation to their Booking.
- 3.12 The Tennis Court cannot be used without booking in advance and without having received confirmation of the booking from the Town Council. Any use of a Tennis Court without pre-booking will be retrospectively charged for.
- 3.13 It is the hirer's responsibility to judge whether a court is playable in adverse weather conditions.
- 3.14 The Hirer must ensure that the gate is securely closed during the hire period and before leaving the premises.
- 3.15 The Hirer must ensure court lights are not used during daylight hours and must switch the lighting off as they exit the court.
- 3.16 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 the court and a net at the Facility per Booking.
- 4.2 The Council cannot guarantee the availability of the court. The court is allocated at the time of booking.
- 4.3 The Council reserves the right to cancel any Booking(s) without prior notice if, in their ultimate discretion, an officer of the Council (or their representative) considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, 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.

4.4 If the User considers the Facilities to be unsafe or unplayable then the Council must be notified via: admin@mablethorpesutton-tc.gov.uk within two working days. Any refund in these circumstances will be at the discretion of the Council.

4.5 There are no changing rooms or showers available on site.

4.6 Lighting must only be used during hours of dusk or darkness.

5. Payment

5.1 Hire fees (once implemented) must be paid in advance using the dedicated website www.suttontenniscourt.uk paid by card prior to the booked date.

5.2 The court must be booked (during the interim free period) and booked and paid for at least 48 hrs before the date / time slot.

5.3 Full payment will not be deemed to have been received by the Council until funds have cleared.

5.4 Where the Hirer cancels payment following access or use, the Council may take immediate legal action against the Hirer to recover all monies due.

6. Limitations and Exclusions

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

6.2 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.

6.3 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.

6.4 The payment of a booking fee of a Tennis 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.

6.5 The Council will 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.