



Terms of use- Café/Vending traders at Community and Leisure Venues

TVBC are keen to explore ways to encourage people to use out venues, both for sport and countryside access. Therefore, we have established a way for vendors/traders to book a pitch to trade from.

Locations applicable: Rooksbury Mill, Vigo Park, East Anton Sports Park, Hunts Farm Sports Ground, Picket Twenty Urban Park, Abbotswood Sports Pavilion. Specific Vendors spaces will be confirmed in a map, and what3words. Appendix 3. Vendors should situate themselves with at least 10m separation between their stalls and any buildings to reduce the risk of fire.

Use: Venues can be hired between 8am and 9pm, unless the site has different opening hours- e.g. Hunts Farm and Abbotswood which close at 3pm Winter, 9pm Summer.

Rent: £24 +VAT daily (excluding power) or £30 +VAT daily (inclusive of power- only available at hunts farm). Payable in full in advance via booking system. The Licensee is responsible for all other rates and other costs if applicable

Utilities: If at Hunts Farm- Rent can include electricity using the external power source at Hunts Farm Pavillion (to be arranged with Brett Hill). The user is responsible for providing suitable protection for the lead between the building and van.

Restrictions: TVBC take the safety and security of our sites extremely seriously. No vendors will be allowed keys or access to open height barriers. Therefore, please ensure that your vehicle can access the site prior to booking a pitch. Refunds will not be given for cancellations relating to a lack of ability to access the site.

Noise: Noise on site should be kept to a minimum, we encourage vendors to avoid the use of generators, and if they are required these should be environmentally sustainable options. Vendors should be positioned with consideration for any neighbours

Waste: All waste should be removed from site and disposed of at the vendors responsibility.

Cancellations: As per the Terms and conditions (appendix 1). Vendors can cancel 48 hours ahead of their booking to receive a refund to the booking fee. Late cancellations from the user will result in no refund being given.

If hiring a sports site, TVBC will endeavour to give the Hirer as much prior notice as possible to cancelled fixtures however at times very short notice may have to be given. This is outside of TVBC control. If a sport site has its games cancelled (by TVBC or a match official) then a refund can be given to the vendor if they choose not to trade as a result of such cancellations.

Registration, Insurance, and licences: All hirers should be registered with a local authority and have a national food hygiene rating of 4 (good) or 5 (very good). They should be covered by public liability insurance of above £1 million. Evidence of both will be required by TVBC prior to booking being confirmed.

Access: pitches/locations do not include access to toilets or running water.

By booking a pitch the licensee is also agreeing to the terms and conditions in this document, both above and in appendix 1.

Questions and queries should be directed to leisure@testvalley.gov.uk

Or call 01264 368000

Appendix 1- Terms and Conditions



TERMS AND CONDITIONS

CONDITIONS OF HIRE RELATING TO THE COUNCIL'S COMMUNITY AND LEISURE VENUES	
1.	All bookings for the hire of any of the Council's Sports Facilities must be made via https://outdoorspacebookings.testvalley.gov.uk at least 7 Days prior to a booking taking place.
2.	Payment must be made at the time of booking by any credit or debit card. Any refunds due will be made to the payment card used at the time of booking at the discretion of the Council.
3.	If a pitch is no longer required, providing a cancellation is made by the Hirer via https://outdoorspacebookings.testvalley.gov.uk not less than 48 hours prior to the fixture date then a refund will be issued. In default of such notice, the costs and losses will be charged to the Hirer.
4.	Should the Council decide that, in their opinion, the facilities / pitches are not playable, it may be necessary to cancel games / matches at short notice. Hirer's will therefore be contacted by email in the event of such cancellations.
5.	It is the responsibility of the Hirer to take out and maintain appropriate insurance cover in respect of public liability, personal injury, and damage to property arising out of, or as a consequence of, the Hirer's use of the facility. Such insurance cover shall be of an amount, and with a company, approved by the Head of Finance.
6.	To comply with Fire Safety Regulations, we ask for each Club / Team / hirer to carry out a Personal Evacuation Plan for any /each disabled person within your Group / Club using our facilities. (For the purpose of the Regulation a disabled person is defined as someone who is unable to evacuate the facility without assistance).
7.	The Council shall, in any event, be reimbursed by the Hirer in respect of any damage to Council property caused by or arising out of, or as a consequence of, the Hirer's use of the facility.
8.	Payment is subject to VAT.
9.	The Council accepts no liability for damage to, or loss of, any property, left or placed in or any building, changing room or ground by any person using the facility independently or as part of a Group / Club.
10.	The Hirer shall keep the venue clean and tidy and shall ensure that all litter is removed from the venue.
11.	Confirmation of this booking should be retained, and vendors should be willing to show this to parking attendants to prove permission to be on site for an extended period of time.
12.	TVBC reserves the right for the Council to cancel a booking.
DECLARATION	
By hiring a space at a Community & Leisure venue you are agreeing on behalf of yourself and your organisation to the terms and conditions of hire as set out above and that you have read the Privacy Notice below	

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.

Questions and queries should be directed to leisure@testvalley.gov.uk
Or call 01264 368000

Appendix 2: Privacy Notice



PRIVACY NOTICE

To all Parties who complete their details on this form.

The Council will only process your information where it is lawful to do so. The lawful basis for processing your information is that it is necessary for performance of the contract of pitch booking. The information the Council will process about you comprises of the information contained in this form.

It is unlikely that we will be able to offer you a pitch hire without these details. We will not share your information with anyone else save that the Council has contracts with a number of third party service providers that support the day to day operation of the Council with whom your information may be shared together with the Council's Grounds Team who deal with any out of hours issues. Bookings for facilities and associated information provided at the time is managed and retained by our Partner Company pitchbookings.com. Any information sharing is managed in accordance with data protection legislation. Your information will be retained for six years post completion of booking.

You have a legal right to request from the Council access to and rectification or erasure of personal data or restriction of processing about you or to object to processing. You also have the right to portability of your data. Where processing is based on consent you have the right to withdraw your consent at any time. The Council will only process your information for the purpose for which it was collected i.e. your pitch booking. The Council will not transfer your personal information outside of the European Economic Area (EEA)

Test Valley Borough Council is the Data Controller for the purposes of data protection legislation. The Data Protection Officer is Karen Dunn. In the event that you wish to complain or contact the Council regarding any aspect of how your information is handled please address your complaints or queries to: The Data Protection Officer by email at DPO@testvalley.gov.uk or by post at Beech Hurst,

Weyhill Road, Andover, Hampshire, SP10 3AJ. You also have the right to complain to the Information Commissioner <http://ico.org.uk> “

July 2023

Appendix 3: Locations applicable

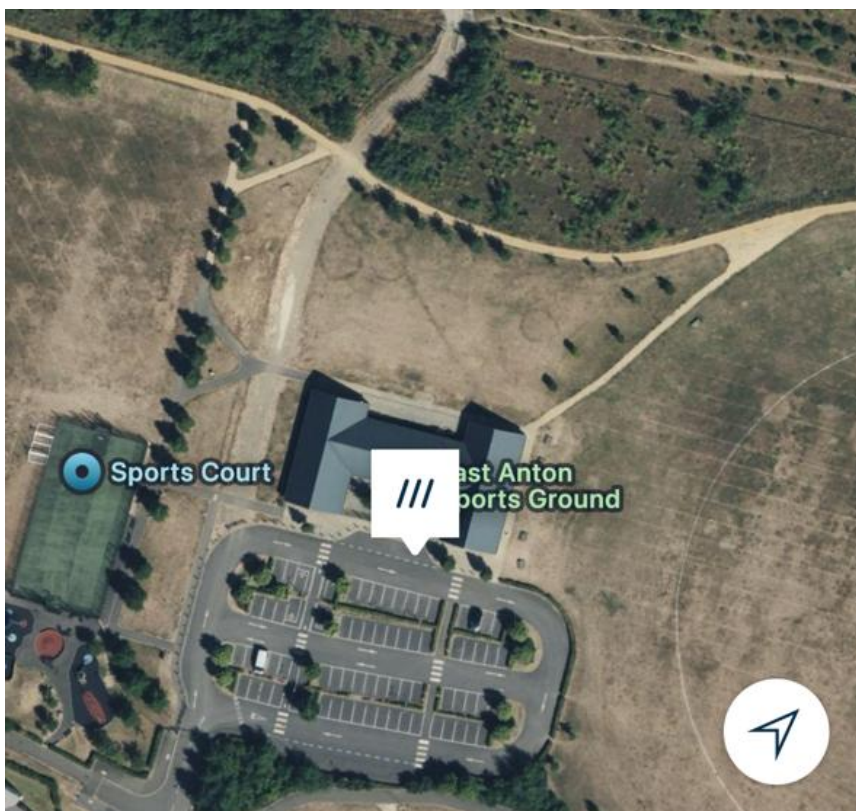
Rooksbury Mill What3words- clean.angel.asset



Vigo Park- What3words - Snowy.accompany.appendix



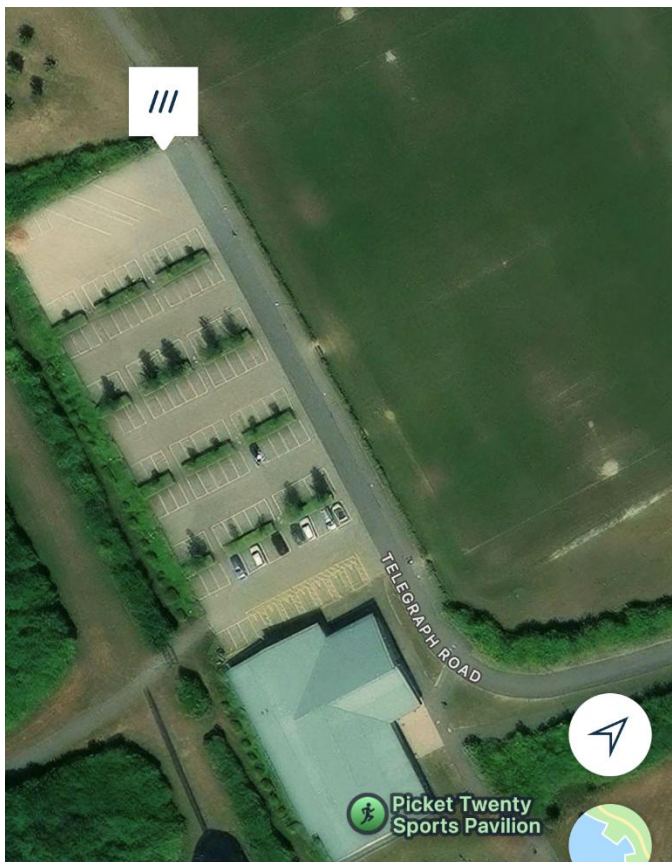
East Anton Sports Park - What3words- wept.officers.shackles



Abbotswood Sport Pitches- dusters.frightens.headliner



Picket Twenty Urban Park; stalemate.divisible.hubcaps



Hunts Farm Sports Ground; salaried.hems.melons

