



# Outdoor Sports Bookings Policy

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# Introduction

This policy sets out Ashfield District Council's procedures relating to the hire of outdoor sporting/ other recreational facilities and public open spaces.

Anyone who makes a sport booking with Ashfield District Council is required to adhere this policy and the relevant terms and conditions (the "hiring agreement") for using our facilities.

For all bookings you will need to sign a copy of the relevant hiring agreement. Once you have made payment and signed and returned the hiring agreement, you accept that those terms and conditions will apply to your booking.

## 1. Definitions List

In this policy:

**'application'** means: any request or application form received by the Council for use of sports facilities, by digital form, post or email;

**'the booking'** means: the function, sports fixture, training or other occasion involved in the hiring;

**'the booking operator'** means: the Council Officer administering the booking of outdoor sports and other recreational facilities and public open spaces. The booking operator will liaise, as necessary, with the Council's head of service with responsibility for the provision of facilities for sports and events use, in order to carry out the functions set out in this policy and the hiring agreement;

**'the Council'** means: Ashfield District Council (ADC);

**'the facilities'** means: all property of, or under the control or management of, the Council, which may be the subject of a hire agreement, and includes sports and other equipment, public open space and other land;

**'the head of service'** means: a senior Council Officer, such as the Service Manager or Director;

**'the hire'** means: the use of facilities or land by agreement with the Council;

**'the hirer'** means: the person(s) entering into the hiring agreement with the Council;

**'the hiring'** means: the agreement to use the sports facilities, or the facilities, or the ancillary facilities;

**'the hiring agreement'** means: terms and conditions specific to the hire;

**'people using the facilities'** means: people invited, allowed or required by the hirer or anyone else to attend, watch or take part in any event, and;

**'sports facilities'** means: the sports pitches, public open space, changing rooms and items supplied by the Council, as specified in correspondence;

## 2. Hiring of Council Facilities

### 2.1. STATEMENT

The Council enters into a hiring agreement only in its capacity as the owner and manager of the land/ facilities. No action taken by the Council or one of its authorised officers, under the terms of such an agreement will be deemed to be a waiver, or in any way limit the Council's rights, duties or powers as a local authority or local planning authority. If the written consent of the head of service is required, and is given to any action, this consent will not be deemed to be formal approval of the action from the Council for the purposes of any statute or regulation, unless it is expressly stated to be so.

The Council reserves the right to modify its terms and conditions, or to further impose terms and conditions where the Council considers necessary.

### 2.2. TERMS OF USE

- a. The Council will only consider applications for block or season bookings and does not facilitate ad-hoc or one-off bookings.
- b. Any requests for ad-hoc or one-off bookings (e.g., sports days, fundraisers, tournaments) are considered as an event and will require the events process and procedures to be followed. Section 13 C provides contact information for the events team.
- c. The block booking of facilities can be made up to:
  - the end of the financial year or,
  - the end of the sporting season, or,
  - to an agreed date, if written confirmation has been received from the booking operator.
- d. The use of hired facilities are available for use from 8am until sunset, except where floodlighting is provided for the hired sports facility. If floodlighting is available, select facilities can be used until 9pm.
- e. Any request of use in variation from these times listed in 2.2:D must be authorised in writing by the booking operator.
- f. Any approval given by the Council in accordance with this policy shall not remove the requirement for any other relevant approvals, consents, and licences to be obtained by the hirer.
- g. The Council reserves the right to permit broadcasting or televising of any booking taking place at facilities. Prior written consent must be obtained from the booking operator if it is intended to broadcast, record, film or televise Council facilities. The Council reserves the right to retain any fees payable by any television company, radio station, film company, record company or similar organisation for the use of the Council's facilities.
- h. The hirer must comply with the requirements of the booking operator and/or any Council officer, to ensure there is adequate toilet accommodation for people using the facilities. The Council does not guarantee to provide such accommodation, even where it is normally available. Should toilet facilities be required the Council will aim to facilitate the request where possible.
- i. The Council has the power to remove or establish new facilities if it so wishes, as either regular or occasional sites.

### 2.3. RESPONSIBILITY AND LIABILITY

- a. The Council accepts no responsibility or liability for any damage or injury that may occur to:
  - the hirer
  - anyone using the facilities
  - any property of the hirer or anyone using that property

- b. The hirer must ensure that the contents of this policy are brought to the attention of everyone using the facilities. Anyone using the facilities will be deemed to do so at their own risk, waiving all rights (if any) to claims against the Council in respect of any accident, damage, injury, or loss for which the Council refutes any responsibility or liability as identified in this policy.
- c. The hirer agrees to indemnify, and keep indemnified, the Council against all proceedings, claims, costs, expenses, and liabilities in respect of:
  - any injury (whether fatal or otherwise) to anyone (whether using the facilities or not); and/or
  - any loss of, or damage to the property of anyone (whether using the facilities or not); and/or
  - arising from, or caused by, the hire of the facilities by the hirer.

## 3. Application for Hire

### 3.1. APPLICATION CONDITIONS

- a. To obtain prior agreement for the hiring, the hirer must submit an application via the Council's website, by email or by post and in accordance with this policy. This application must reach the booking operator:
  - At least 1 calendar month before the date of the booking, or the date of the action for which consent is required;
  - By the specific sports season application deadline; and
  - By any other deadline provided by the booking operator.
- b. The completed application must give full details of all matters relating to the proposed hiring and clearly state the hirer's details, including invoicing details.
- c. The Council's receipt of an application for the hire of facilities for any booking does not imply that the prior written consent of the booking operator:
  - has been given
  - is being given or
  - will be given in respect of anything for which prior written consent is required by these conditions, even when the request for consent has been made on the application for the booking.
- d. When granting prior written consent, the booking operator may make this subject to conditions.
- e. The agreement to hire facilities will only come into existence when:
  - an application has been submitted to the booking operator in accordance with these conditions
  - the booking operator has accepted the booking in writing
  - all documents, including a copy of insurance, and payments have been received/ payment schedule agreed.
- f. The Council reserves the right to vary, alter or revise any of these conditions. This right will not be used to alter the conditions of a booking that has already been accepted and paid for in full. However, if a booking has been accepted but full payment has not been received, the Council has the right under this policy to alter the charges due.
- g. These conditions cannot be changed verbally by a Council officer. Any changes must be confirmed in writing by the booking operator upon the authority of the head of service.
- h. If reasonable adjustments are needed to fully engage with the Council - contact 01623 450000

### 3.2. THE HIRER

- a. The person making the hire will be deemed to be the hirer, and will be responsible for complying with the terms and conditions of the hiring agreement
- b. If the hiring is being made by a legally constituted club/association/school or other incorporated organisation, the application must be signed or sent by a person duly authorised by the club/association/school or organisation named on the application. In the case of a constituted club/association/school, its current trustees will also be deemed to be the hirer, and they will all be jointly and severally liable under the hiring agreement.
- c. The hirer must be over 18 years of age.
- d. The hiring agreement will give the hirer, and/or the represented club/association/school or organisation, the right to use the relevant facilities. The hirer has no right to assign or sub-let the facilities without the prior permission of the booking operator. Any instance of an unauthorised sub-letting may, at the discretion of the booking operator and upon the authority of the head of service, result in the hiring agreement being forthwith terminated, or temporarily suspended. Additional unapproved use may be subject to additional fees charged to the hirer on termination of the hire.
- e. The hirer shall not cause or permit any hired facility to be used for any illegal activity.
- f. Under the Counter Terrorism and Security Act 2015, the hirer shall not allow the premises to be used to disseminate extremist views. If it appears likely to the Council that such activity will take place during the proposed hiring, the Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited. The Council reserves the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.
- g. The hirer must ensure that no article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written authorisation of the Council. Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include all Sports Pavilions and any other enclosed temporary structures such as a marquee.
- h. The hirer must comply at all times with all byelaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities. The hirer is responsible for obtaining any relevant statutory licences in relation to their organised activities during the hire period.

## 4. Allocation of facilities

### 4.1. COUNCIL FACILITIES

- a. The Council reserves the right to allocate a facility subject to its own discretion and decisions.
- b. Allocations will be made in accordance with facility suitability.
- c. Facilities may accommodate one hirer or multiple hirers.
- d. Where necessary, hirers will share facilities and are responsible for agreeing usage between themselves.
- e. The Council reserves the right to refuse bookings on a permanent or temporary basis, cancel bookings, or attach additional conditions to the hiring of any facilities, if the Council has reason to believe that the hirer concerned:
  - is in any way responsible for deliberate or negligent damage caused to the facilities,
  - owes money to the Council as a result of, or in connection with, a previous hiring of facilities,
  - is in breach of any other provision of the hiring agreement or has been in breach of the hiring agreement relating to any previous hiring of facilities

- contravenes any of the site's byelaws
- demonstrates threatening behaviour or abusive language towards the Council's staff and/or other sports facility users and/or members of the public.

#### **4.2. ALLOCATION OF APPLICATIONS**

The allocation of facilities will be made in the following order for applications received by the stated deadline and will be processed according to the date and time of receipt of the application:

- Renewal for a team on the same sports facility as the previous season
- Renewal for a team on a different sports facility as per 1st choice indicated on application, providing it is not already allocated
- Renewal for a team on a different sports facility as per 2nd choice indicated on application, providing it isn't already allocated
- Renewal for a team offered another available sports facility if 1st and 2nd choices are already allocated
- New team as per 1st choice indicated on application, providing it is not already allocated
- New team as per 2nd choice indicated on application, providing it is not already allocated
- New team offered another available sports facility if 1st and 2nd choices are already allocated
- Points 4.2:A-H are actioned for Ashfield-based teams first then applications from outside of the district.

#### **4.3. ALLOCATION OF APPLICATIONS RECEIVED AFTER DEADLINE**

- Action late applications by date and time received to allocate sports facilities, if available or
- Add team to waiting list to be contacted upon availability.

#### **4.4. ALLOCATION OF APPLICATIONS RECEIVED OUTSIDE OF THE SEASON BOOKING PERIOD**

- Block bookings that fall outside of a pre-determined season will be subject to suitability and availability, applications will be considered on a case-by-case basis and subject to any waiting lists for facilities at that time.

## **5. Confirmation of Hire**

- The hirer will be contacted by the booking operator confirming in writing, by email or by post, if the application was successful or unsuccessful.
- The hirer will be responsible for responding to the confirmation to confirm the allocation and booking.
- The hirer will be invoiced for the booking.
- The hirer is responsible for contacting the booking operator to confirm their booking at least 10 calendar days prior to the booking taking place or to supply a list of dates/season fixtures at the beginning of the hire.
- Where applicable, the hirer may be offered the opportunity to make pre and post season bookings for football bookings only. This is at the discretion of the Council.
- A written request to transfer the current hire to another person or part of the same organisation should be submitted to the Council. The approval of such a request is subject to the discretion and written approval of the Council. Such requests may incur additional fees and charges.

## 6. Fees and Payment of Hire

- a. All fees are payable to the Council.
- b. The hirer must pay the Council the fixed fees for hiring any facilities or land within 30 days of receipt of an invoice, special instruction, or a calendar week before the date the hire is due to take place, whichever is sooner (“the specified date”).
- c. Keys and access fobs are subject to a refundable deposit, for which the invoice is raised prior to collection of key(s)/fob(s). The deposit is then returned to the hirer subject to any identified damage or loss of key(s)/fob(s).
- d. The Council reserves the right to alter charges without notice. All bookings, other than those where all fees have been paid, remain subject to this right. Where possible the Council will provide 1 calendar months’ notice of any proposed changes in fees to the hirer.
- e. The Council reserves the right to waive fees and/or grant discounts on a case-by-case basis subject to written approval by the head of service.
- f. The Council reserves the right to waive fees for Health and Wellbeing activities it deems to align with the Council’s corporate priorities.
- g. The Council reserves the right to cancel any booking for which payment has not been received by the specified date.
- h. The fee applicable to the booking is subject to the Council’s annual Fees and Charges as published at the start of the financial year (early April) and available at: [www.ashfield.gov.uk](http://www.ashfield.gov.uk)

## 7. Hire Cancellation

### 7.1. CANCELLATION BY THE COUNCIL

- a. The Council reserves the right to refuse, cancel or change any booking at any time prior to its commencement and to refuse admission to the sports facilities, or to reject an application of booking and to withdraw bookings.
- g. The Council reserves the right to cancel bookings and, without notice, to terminate or temporarily suspend the use of facilities if, in the opinion of the Council:
  - the facilities are not available for use
  - or are required for any other purpose.

This right will not be exercised unreasonably.

- b. The Council can add to, change, withdraw or cancel bookings without notice. This includes closing sports facilities and/or making changes to usage hours for safety reasons, maintenance, or special events.
- c. In the case of cancellation of the booking, The Council will, at its discretion provide one of the following:
  - A full refund of the session/pro-rata of the booking
  - Rebook the session to an alternative date
  - provide a credit note.

This will be subject to the return of all equipment, and officer satisfaction of the conditions of facilities prior to any refund(s) being processed.

- d. The Council shall not be responsible for any extra costs incurred as a result of a cancelled or rescheduled booking.

- e. There is no entitlement to a refund where The Council is forced to cancel part, or all of a booking due to reasons beyond our reasonable control. However, refunds and/or credit notes may be given at the Council's discretion.
- f. If the Council cancels any bookings previously accepted, any refund of fees previously paid will be decided by the booking operator or head of service.

## 7.2. CANCELLATION BY THE HIRER

- a. If the hirer cancels the booking less than 2 working days before the booking date, they will still be required to pay the full amount for the booking. If the hirer cancels the booking giving more than 2 working days' notice a fee may still be charged by the Council, subject to any works carried out to prepare the sports facilities prior to the booking. The hirer will be notified of such fees and charges prior to the confirmation of the cancellation.
- b. If the hirer cancels any bookings, the Council will not automatically refund any fees. The refund of fees in any particular case will be in line with standard policies and procedures and solely at the discretion of the booking operator and the authority of the head of service. Any refunds will be less any costs incurred by the Council.
- c. A written request must be made by the hirer if they wish to cancel the remainder of their block booking. This will be subject to the approval of the head of service. Any refunds will be less any costs incurred by the Council.
- d. Football bookings confirmed during pre, and post season periods are non-refundable. Alternative bookings may be offered at the Council's discretion.

## 8. Responsibility of the Hirer

- a. The hirer must be responsible for ensuring that all people using the facilities, comply with:
  - all reasonable instructions of the authorised officers in charge of the facilities
  - all relevant byelaws, and
  - any Acts of Parliament relating to, or regulating the use of, these.
- b. The hirer must make suitable arrangements for the proper supervision of the booking, to ensure that their responsibilities under clause 8(a) are met. The hirer must take all precautions necessary to ensure that:
  - No inconvenience or annoyance is caused to:
    - users of other land or facilities belonging to the Council
    - owners or occupiers of neighbouring properties
    - the general public, and
  - No injury or damage is caused, or is reasonably likely to be caused to:
    - people using the facilities
    - the users of other land or facilities belonging to the Council
    - owners or occupiers of neighbouring properties
    - the general public, or
    - any personal property.
- c. The booking operator with the authority of the head of service will decide whether the requirements of clauses 8(a) and (b) of this clause have been complied with.
- d. The hirer is responsible for informing the booking operator of all intended use of facilities.
- e. The hirer is responsible for providing information of use in advance of booking, as identified in the hiring agreement.

- f. The hirer will only use the facilities allocated and will not make use of any other facilities without prior consent.
- g. The hirer shall ensure that any activities for children or vulnerable adults are suitable, and that only fit and proper persons have access to the children or vulnerable adults. The hirer must ensure that all checks and qualifications are in place by those delivering the activities.

## 9. Consent for alternative or additional use

Written consent must be obtained from the booking operator and/or officers at the Council before:

- a. erecting, or allowing the erection of, any marquee, tent, or other structure, whether temporary or permanent, on any part of the hired facilities,
- b. carrying out, or allowing to be carried out, any repair work, maintenance, or alteration to any facilities,
- c. allowing vehicles of any sort (including motorcycles) to be parked or left on facilities (including grassed areas), other than on official designated car park areas, or where the Council permits,
- d. using, or allowing the use of, any public address equipment and/or other amplifying equipment. Where written consent is given, the equipment must not cause annoyance or nuisance to the occupiers of surrounding property or to the general public.
- e. Advertising relating to the booking:
  - The display of advertising materials on any public open space or facilities will be subject to the consent of the Council's planning team. The Council reserves the right to remove any advertising material at any time, without specifying any reason.
  - The hirer must ensure that no unauthorised distribution and posting of publicity material (commonly called 'fly-posting') is carried out in the vicinity. The hirer is warned that the Council may instigate legal proceedings in the event of apparent offences in this respect, and that future use of facilities may be prejudiced.
- f. If written consent is not received by the hirer from the Council, and the Council becomes aware of a contravention of 9:A-E all bookings will be cancelled and no refund offered.

## 10. Hirer terms of use

### 10.1. PERSONAL ITEMS

The hirer must ensure that no person or organisation spectating, taking part in, or attending any booking will store or leave any of their equipment or personal effects on, in, or at facilities, outside of the hiring times, unless the written consent of the booking operator and/or relevant Council officer has first been obtained. Where this consent has been given, an additional charge may be payable by the hirer. The Council will set the charge and the fee may vary from time to time. The Council will not be responsible for any equipment or personal effects or be liable to anyone in respect of any loss or damage caused to the equipment or personal effects as a result of unauthorised or authorised storage.

### 10.2. CONDITION OF FACILITIES

- a. The hirer must take all appropriate measures to ensure that no damage, either directly or indirectly, is caused to any public open space or facilities.
- b. The hirer **must**:
  - Report any damage to facilities on the first working day following the booking by contacting [envduty@ashfield.gov.uk](mailto:envduty@ashfield.gov.uk)

- Ensure that no litter is left on the facilities
- Ensure that all lights in buildings/ floodlights are switched off; taps turned off; facilities secured.
- Act in accordance with any additional terms and conditions produced by the council.

Failure to comply with the above will result in the Council charging for costs of any works of repair, reinstatement or officer time required as a result of inaction, or unnecessary and avoidable damage to the facilities resulting from the hire.

- c. The hirer agrees to pay the Council, within 14 days of receipt of a written demand, compensation for any damage caused in breach of the hire. The Council officer(s) will reasonably assess the amount of compensation. This will be the cost of repairing the damage, together with the actual or estimated amount of income lost by the Council, as a result of damaged facilities. The decision of the head of service will be final.

### **10.3. SUITABILITY OF FACILITIES**

- a. The hirer will be responsible for inspecting all facilities hired before use. The hirer will be deemed to have accepted that all facilities were in a good and safe condition, unless the hirer has specifically and clearly brought any defects to the notice of an authorised Council officer before the commencement of use and has not used the facilities until such defects are rectified. The fact that a Council officer has authorised the facilities to be used does not imply any warranty on the part of the Council as to the condition of the facilities. The hirer must rely on their own inspection.
- b. Any complaint connected with the hiring or use of any facilities must be made out in writing to the Council within five working days of the problem being encountered.

### **10.4. SUB LEASING AND CHARGES**

- a. No charge can be made by the hirer, or any other persons attending, spectating or taking part in any booking, without having first obtained the written consent of the booking operator. Any application for written consent must give full details of the charges to be made.
- b. For the purposes of these conditions, a charge will be deemed to be made when:
  - money is demanded or paid for admission to, or participation in, any booking, or for the right to park a vehicle,
  - programmes for a booking or other goods are sold,
  - a collection of money or goods is made,
  - a raffle or lottery of any sort is held.
- c. Subject to the information provided the hirer may be required to supply information to the Council's events team to register an event on the Council's facilities. This is then subject to the terms and conditions of events.

### **10.5. INSPECTION OF FACILITIES**

- a. The Council reserves the right for any of its authorised officers to enter the hired facilities at any time, to ensure the conditions of hire are being complied with.
- b. If an officer, on visiting the hired facilities, reasonably believes:
  - the hirer has not taken, or is not taking, the action necessary to fulfil their responsibilities as defined in this policy or

- any action has been taken, or is being taken, in connection with the booking for which the prior written consent of the booking operator is required under the terms of these conditions, and that prior written consent has not been obtained

then that officer, at their discretion, may either require the hirer to take any necessary action, or cancel that booking and require the hirer and everyone using the facilities to vacate them immediately. No fees are refundable to the hirer by the Council, in respect of a booking cancelled in this way.

#### **10.6. ALCOHOL**

- a. Hirers may not under any circumstances sell or provide intoxicating liquor for any booking on, or in any facilities. Any requests for bookings to include such provision must be referred to the Council's Licensing Team.

#### **10.7. ADDITIONAL CONDITIONS**

- a. Special arrangements may be agreed with the booking operator for bookings outside the relevant season.

The Council will, at its own expense, provide the necessary goal posts and pitch markings for all standard sports facilities excluding any pre-identified facilities where this is not possible. The hirer is responsible for the supply and erection of football nets and corner flags on grass pitches.

- b. To qualify for a credit for cancellations:
  - All bookings no longer required must be cancelled at least two working days before use, otherwise the full charge will be incurred.

## **11. Correspondence**

- a. Any notice, demand or request by the Council to, or upon, the hirer will be sent by email or first-class post, addressed to the hirer at their last known email/postal address. This will be taken to be as given by the hirer on the application. The notice, demand or request will be deemed to be received by, or served upon, the hirer immediately if sent by email, or two working days after it has been posted if sent by first-class post.
- b. The hirer is responsible for notifying the booking operator in writing of any change of address. The Council accepts no liability or responsibility for any loss or damage arising from failure to comply with this condition.

## **12. Enforcement**

- a. The Council will monitor the application of this Outdoor Sports Bookings Policy and any booking which is operated after the date of the adoption of this Outdoor Sports Bookings Policy.
- b. Any booking which is not approved by the Council under its Outdoor Sports Bookings Policy may be subject to legal action and the Council may seek an appropriate remedy in the courts to prevent the booking being held and/or damages as appropriate.
- c. Any hirer acting in contravention of any hire granted by the Council will run the risk of the agreement being terminated by the Council with immediate effect on such terms as the Council determines and, in such circumstances, the Council reserves the right to refuse any future

applications for bookings submitted by the hirer concerned or any person or organisation associated with the hirer.

- d. Any costs of, or associated with, enforcement action deemed necessary as a result of the hirer's failure to comply with the Outdoor Sports Bookings Policy will be recovered from the hirer.

## 13. Point of contact

- a. If the hirer encounters a problem making a booking or has a booking enquiry, please contact the team by email [bookings@ashfield.gov.uk](mailto:bookings@ashfield.gov.uk) or by telephone 01623 450000. If possible, the hirer should provide the following details where applicable
  - Hire details
  - Type of sport and/or activity
  - Date and time of booking
  - A description of the problem
- b. If the enquiry is regarding a site issue, for example changing rooms, locks, floodlights, courts, pitches etc. they should direct these to the Waste and Environment team who can be contacted by:
  - Email: [envduty@ashfield.gov.uk](mailto:envduty@ashfield.gov.uk) or by,
  - Telephoning: 0800 183 8484
- c. If the enquiry is regarding an event, they should direct these to the events team who can be contacted by:
  - Email: [events@ashfield.gov.uk](mailto:events@ashfield.gov.uk) or by,
  - Telephoning 01623 450000
- d. If the enquiry is regarding anti-social behaviour, this should be directed to the Community Safety team who can be contacted by:
  - Email: [ASBduty@ashfield.gov.uk](mailto:ASBduty@ashfield.gov.uk)
  - Telephoning: 01623 457345

## 14. Complaints and Feedback

### 14.1. COMPLAINTS

- a. Complaints are defined as any expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the Council, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.
- b. The Council's complaints and compliments procedure and further information is available on our website: <https://www.ashfield.gov.uk/your-Council/contact-us/complaints-and-compliments/>

### 14.2. FEEDBACK

- a. Feedback is defined as information about reactions to a product, a person's performance of a task, etc. which is used as a basis for improvement. The Council greatly values any feedback received by the hirer either by:
  - Email: [bookings@ashfield.gov.uk](mailto:bookings@ashfield.gov.uk)
  - Telephoning 01623 450000

## 15. Review

- b. The Council will review this policy as necessary and may update it at any time without notice.