

CHASE LODGE PLAYING FIELDS TERMS & CONDITIONS OF PITCH HI



1.1 Agreement

These terms and conditions and the Application for Hire attached together set out the terms and conditions upon which the CCFSA has agreed to grant the Rights in respect of the Premises to the Hirer.

1.2 Definitions

- "Agreement" means the hire agreement comprising the Application for Hire and these terms and conditions
- "Application For Hire" means the application made by the Hirer to the CCFSA for the hire of the Premises as attached to these terms and conditions, online or on the official application form.
- "CCFSA" the Charity of the CCFSA, 16, Eton Road NW3 4SS
- "companion" A club or team who will use a pitch on an alternate basis with another club or team in order to make an application for a whole football season.
- "Deposit" means the deposit of 20% of total booking fee (or a maximum of £200) to be paid by the Hirer upon return of the Application of Pitch Hire form
- "Football Season" means the 32 week period which will run between September and April, beginning on the date specified by the CCFSA and at the CCFSA's absolute discretion during which the Premises may be used for Football or any sport as agreed between the parties.
- "Head Grounds Person" means the person appointed from time to time by the CCFSA as Heads Ground Person or their authorised representative.
- "Hirer" means the organisation or individual listed as Hirer on the Application for Hire
- "Period" means times and dates as set out in the Application for Hire.
- "Fee" means the fee payable by the Hirer to the CCFSA in respect of the Rights as set out in the Application for Hire.
- "Permitted Hours" means the hours authorised by the CCFSA for the exercise of the Rights in respect of the Premises. The CCFSA shall, from time to time, advise the Hirer of the Permitted Hours.
- "Premises" means the field or pitch allocated by the CCFSA for hire by the Hirer from time to time including the use of changing facilities and car parks, if applicable.
- "Entire Premises" means the whole site, bounded by the perimeter fencing and including changing rooms, car parks and all facilities.
- "The Rights" means the right for the Hirer and all persons being members of the Hirer or persons properly authorised by them being their guests or members of visiting teams to use the Premises on the terms and conditions set out in this Agreement.

2. RIGHT TO USE PREMISES

- 2.1 No match shall be played on the Premises unless an Application for Hire has been submitted to, and prior consent obtained from the CCFSA. In the consideration of any application, the CCFSA shall have absolute discretion in deciding whether or not to grant the requirements of applicants. The CCFSA will allocate Premises having regard as far as practicable to the number of pitches available, the applications received and the requirements of applicants. The grant of the Rights in respect of the Premises will be subject to the Hirer maintaining good and orderly conduct of **all** persons using the Premises. Premises will not be hired to, or allocated to Football Clubs, Leagues, groups, individuals or Schools that have not paid all outstanding Fees. All rights to use the Premises are limited to the times stated and booked in the application for pitch hire and not beyond.
- 2.2 The CCFSA grants to the Hirer the Rights (in common with the CCFSA and all others authorised by the CCFSA so far as is not inconsistent with the Rights) during the Permitted Hours during the Hire Period on the terms and conditions set out in this Agreement.
- 2.3 All hirers of the premises on a casual or seasonal basis must register their team(s) and club details for a £5 registration fee.
- 2.4 Priority will be given to bookings for the full 32 week football season. The CCFSA will accept companion bookings of 16 weeks each to be used on alternate weeks.

3 HIRERS OBLIGATIONS'

The Hirer agrees with the CCFSA as follows:

3.1 Hire fee

The CCFSA may, at its absolute discretion, agree to receive the Fee in two equal instalments by direct debit. In the event that the CCFSA agrees to such a payment plan then the Fee shall be due in the amounts and at the dates specified by the CCFSA. In the absence of such agreement the Fee shall be due in full by the 14th July 2010. If payment of an instalment is not received on the due date or dates, then the CCFSA may, without prejudice to any other rights the CCFSA may have, cancel the booking and retain the Deposit and any part payment of the Fee received.

3.2 VAT

- 3.2.1 The Hirer must pay all VAT that may from time to time be charged on the Fee or other sums payable by the Hirer under this Agreement, and
- 3.2.2 all VAT incurred in relation to any costs that the Hirer is obliged to pay or in respect of which he is required to indemnify the CCFSA under the terms of this Agreement, save where such VAT is recoverable or available for set-off by the CCFSA as input tax.

3.3 Deposit

- 3.3.1 The Hirer must deposit the Deposit with the CCFSA at the time the Application for Hire is returned as security for the performance and observance of the Hirer's obligations contained in this Agreement.
- 3.3.2 The Deposit is to be repayable to the Hirer (less such amount as shall be due to the CCFSA in respect of any non-performance or non-observance by the Hirer) within 14 days of the expiration of the Hire Period or such longer period as may be necessary to ascertain the amount due to the Hirer.
- 3.3.3 The Hirer is entirely responsible to relate to their opposition team and supporters the terms of this hire agreement. The Hirer is liable for any breaches of these terms and conditions of pitch hire by their opposition team or supporters.

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3.4 State of Premises

- 3.4.1 The Hirer must keep the Premises clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the Rights.
- 3.4.2 Immediately upon the occurrence of any damage to the Premises or other property of any kind on it or injury to any person on the Premises in any way attributable to the exercise or purported exercise of the Rights the Hirer must advise the CCFSA of the same and make good the same or pay to the CCFSA or the person injured full compensation in money for such damage.
- 3.4.3 In addition Hirers leaving litter on or around the Premises at any time may be liable to a penalty of £25 and the retention of the Deposit by the CCFSA. Hirers who repeatedly leave litter may have their agreement terminated, and be liable to prosecution under the Environmental Protection Act 1990.
- 3.4.4 The Hirer will be jointly and severally liable for any damage caused to the Premises including, without limitation, damage to the pitch, equipment, building, fences or any other part of the CCFSA's property by the Hirers members, or the members and supporters of a club against whom they are playing.
- 3.4.5 The Hirer shall ensure that their activities are fully risk-assessed and that all appropriate safety precautions are taken. The Hirer shall be responsible for making their own assessment as to the safety of the Premises and any damage to or faults with the Premises or any equipment; fixtures or fittings are to be immediately reported to the CCFSA's grounds staff.
- 3.4.6 The Hirer will be responsible for the supply, erection prior to play and dismantling following play of goal nets and corner posts/flags on the Premises. The CCFSA does not provide a storage facility at the Premises for such equipment. No mark is to be left on goal posts as a result of using tape or adhesives to affix nets. Any Hirer failing to comply with this condition 3.4.6 shall be subject to a £25 penalty and the retention of the Deposit by the CCFSA.

3.5 Statutory obligations

The Hirer must comply in all respects with the requirements of all statutes applicable to the Premises or the exercise of the Rights and ensure that all members of the club and or members and supporters of the club against which they are playing comply with such statutes.

3.6 Rules and Regulations

The Hirer must comply with any rules and regulations which the CCFSA may make governing the use of the Premises and exercise of the Rights and of which the CCFSA shall notify the Hirer.

- 3.6.1 All coaches, instructor and teachers etc hiring facilities for the purpose of teaching others will be required to produce evidence of a suitable qualification before confirmation of a booking can be made. All those working with children must have the FA CRB enhanced disclosure check completed.
- 3.6.2 There will be no smoking on the Entire Premises whatsoever.
- 3.6.3 There will be No alcohol on the Entire premises whatsoever, except by the express permission of the CCFSA.
- 3.6.4 Animals are not allowed on the premises with the exception of guide dogs.
- 3.6.5 All Hirers must comply with the CCFSA's equal opportunities policy wherein they do not exercise any discrimination on the grounds of race, nationality, colour ethnic or national origin, age, sex, marital status, sexual orientation, religion, creed or disability.

3.7 CCFSA's rights

- 3.7.1 The Hirer must not impede in any way the CCFSA or its officers, servants or agents in the exercise of the CCFSA's rights of possession and control of the Premises.
- 3.7.2 The Hirer must permit the CCFSA or its officers, servants or agents to enter and view the exercise of the Rights.

3.8 Cancel of Play

- 3.8.1 Should the Premises at any time due to the reason of inclement weather or other cause, in the opinion of the Head Grounds Person or other duly authorised representative of the CCFSA, be in a condition unfit for use, the Head Grounds Person may decide that play cannot take place or, if begun, shall cease. The decision of the Head Grounds Person shall be final.
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Person or representative shall be final and binding upon all Hirers and any instructions to cease play shall be immediately complied with. The assessment of the Premises under this clause by the Head Grounds Person or other duly authorised representative of the CCFSA is a general assessment of whether there are any obvious reasons why the Premises are not suitable for play only and is not intended to replace the Hirers own assessment under Clause 3.4.5.

- 3.8.2 Should play be cancelled under clause 3.8.1 above no refund of the Fee shall be due. However, wherever possible the Head Grounds Person will use reasonable endeavours to allocate alternative times for the use of the Premises by the Hirer. Where the Rights relate to the use of the Premises for playing Football the Head Grounds Person shall endeavour to allocate alternative times within the Football Season however there shall be no extension to the Football Season.
- 3.8.3 No allocation of the Premises whether seasonal or occasional shall bind the CCFSA by contract or otherwise and the right is absolutely reserved to the CCFSA to withdraw such allocations if the Premises should be required for any purpose whatsoever subject to the CCFSA giving notice of the withdrawal of the allocation as may be practicable in all the circumstances. In such event, the charges paid for use of the Premises for that season (or proportionate part thereof) or for that particular occasion would be refunded, at the end of the season, but the CCFSA will not be liable for any loss, damage or claim incurred by the Hirer in consequence of such cancellations.
- 3.8.4 Any Hirer not requiring the use of the Premises on a date allocated shall give 5 days notice to that effect to the CCFSA. No refund will be made in respect of these dates.

3.9 Assignment

The Hirer must not assign or sublicense the whole or any part of the Rights under this Agreement except with prior consultation with, and the written consent of, the CCFSA, and any monies taken in respect of any assignment or sub-licence shall be payable forthwith to the CCFSA.

3.10 Nuisance

The Hirer must not do anything on the Premises, nor exercise the Rights, in such a way as to cause damage to the Premises or nuisance, annoyance, disturbance, inconvenience, injury or damage to the CCFSA or its tenants or the owners or occupiers of adjacent or neighbouring premises.

3.11 CCFSA's insurance

The Hirer must not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

3.12 Liability insurance

The Hirer must effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover claims arising from the exercise of the Rights in the amount of £5,000,000.00 in respect of any one claim for bodily injury or disease or damage to property, and must make available to the CCFSA or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

3.13 Financial Viability of Hirer

In the event that a Hirer is no longer financially or otherwise viable and ceases to operate, the Hirer must immediately notify the CCFSA. In the event that the Hirer provides at least 14 days written notice of such cancellation the CCFSA may, at its discretion, waive any outstanding fees

4 TERMINATIONS

- 4.1 The Rights shall end (without prejudice to the CCFSA's rights in respect of any breach of the Hirer's obligations contained in this Agreement):
- 4.1.1 immediately on notice served by the CCFSA at any time following any breach by the Hirer of the obligations contained in this Agreement;
- 4.1.93835504 at the expiry of not less than 14 days notice given by either party to the other expiring at any time.
- 4.1.93835505 at the expiry of the Hire Period
- 4.2 Should the Rights be terminated by reasons outside the control of the Hirer (excluding termination at the The Camden Community Football and Sports Association is a Charity (Charity No 1131747) and a Company Limited by Guarantee (6958819)

expiry of the Hire Period) the CCFSA will refund any part of the Fee held which relates to the Rights not yet exercised. In all other cases the CCFSA shall be entitled to retain the Fee. In the event that the Fee has not yet been paid by the Hirer for any reason whatsoever the Hirer shall immediately upon termination pay the same to the CCFSA.

5 MISCELLANEOUS

5.1 Exclusion of warranty as to use

Nothing in this Agreement is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

5.2 Exclusion of third party rights

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

5.3 Liability

The Hirer must accept responsibility for all accidents arising from their use of the ground and theft of personal belongings. The hirer of pitches shall, to the extent permitted by law, indemnify and keep indemnified the CCFSA, its employees, servants and agents from and against all actions, claims, demands, costs and proceedings howsoever arising out of or in connection with the loss, damage, removal or theft to or of any such personal property brought onto the property of the CCFSA in connection with the particular hiring, and will further indemnify the CCFSA against all accidents, injuries or other damage which may be occasioned to any person by the use of the CCFSA's property or through the playing of football and other sports as agreed previously with the CCFSA except those accidents or injuries directly resulting from the CCFSA's negligence.

Clubs will advise players of the risks associated with playing the game and the possibility of third party claims resulting from players' actions. Clubs running teams for u16s will be required to comply with additional procedures before using the Premises.

5.4 Notices

All notices served by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by email, by hand, or sent by recorded delivery to the address of the CCFSA specified in this Agreement in the case of a notice to the CCFSA and to the secretary of the Club at the address specified on the Application for Hire in the case of a notice to the Hirer.

I have read, understood and agree to the above pitch hire terms and conditions (Please tick to confirm)

Print name: R Chandler

Sign: *R Chandler*

Date: 29th August 2018

Position:
Vice Chair

Organisatio
n: Barnet
Schools
Football
Associatio
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