

CALVERTON PARISH COUNCIL

TERMS AND CONDITIONS FOR THE HIRE OF FOOTBALL PITCHES AT WILLIAM LEE MEMORIAL PARK 2016/17

Calverton Parish Council operate two football pitches at William Lee Memorial Park (The "Front Pitch" adjacent Park Road and the "Back Pitch" behind the tennis courts and skate park). These terms and conditions of hire apply to both pitches. The New Village Hall Pavilion includes two sets of home, away and referee changing rooms. The hire of a football pitch includes the use of one set of changing rooms. The Parish Council provides pitches with goal posts, nets and corner flags.

1. Fees and Charges

(a) Charges are per match and for individual matches payment must be made at the time of booking. Where a season booking is applied for a charge will be made in July, or as soon afterwards as is possible, for the hire of a pitch for the forthcoming season. Invoices will be issued monthly in advance for all hire liabilities for that month. All invoices must be paid within 14 days. All cheques should be made payable to 'Calverton Parish Council'

(b) If an invoice remains unpaid for more than 30 days after the due date, the right to use the pitch and facilities will be forfeited and the agreement terminated. In these circumstances the pitch may be allocated to another team based on a waiting list if required.

(c) For season long hire agreements the Parish Council requires a refundable bond equivalent to the hire charge for four individual matches. The bond, or part thereof, may be forfeited and used to cover the cost of:

- any unpaid invoices upon cancellation or termination;
- any additional cleaning (see 3 (d) below);
- any unreturned keys (see 3 (a) below)

(d) All fees and charges will be reviewed annually and revised at the absolute discretion of the Parish Council.

2. Use of Pitches

(a) Pitches for regular use on Saturdays and/or Sundays will be allocated in June for an eight month period (September to May inclusive). Pitches will not be available for regular use during June and July when maintenance works will take place. Teams wishing to use a pitch must apply before the 31st May to the Parish Council, giving details of the preferred day of play/hire, with a fixture list if possible. If not available at the time, a fixture list must be presented before the first match of the season. Any matches which are not shown on the fixture list are not authorised and will need to be booked as a casual hiring [see paragraph 2(e)].

(b) If there are more teams than available pitches applicants will be added to a waiting list (held in the Parish Council office).

Pitches will be allocated in the following order:

1. Existing hirers i.e. those who have held the pitch for the previous 12 months.
2. New applicants based in Calverton who are on the waiting list.
3. New applicants from out of the parish area who are on the waiting list.

(c) Pitches shall not be used for any purpose other than football and the Hirer shall not sub-hire or use the pitch or allow the pitch to be used for any unlawful purpose or in any unlawful way nor do anything that may render invalid any insurance policies in respect thereof.

(d) No team may use the pitch without authorisation from the Parish Council. The use of a pitch may NOT be assigned. Individual teams must obtain separate authorisation even when they are part of the same club.

(e) Any application to use the pitches for one-off matches or charity matches must be made in writing to the Parish Council. Application forms can be obtained from the Parish Council Office or can be downloaded from the Parish Council website at www.calvertonpc.co.uk. Applications will NOT be accepted at less than 48 hours' notice.

3. Changing Rooms Facilities

(a) Hirers will be issued with separate keys for the home team, away team and referee changing rooms. Users are responsible for unlocking and locking changing rooms prior to, during and after, the match being played. **Keys must be returned to Parish Council staff on site immediately after use.** Any keys taken from the site must be returned to the Parish Council within 5 working days. If not, then a charge will be automatically levied.

(b) The security of the changing rooms is the responsibility of the Hirer. The Parish Council will accept no responsibility for loss, theft or damage to any equipment or personal items. It is recommended that the changing rooms remain locked during play.

(c) The Hirer shall be the Responsible Person as regards fire safety and is required to familiarise him/herself with those responsibilities especially as regards responding to a fire alarm and evacuating the building.

(d) **All football boots must be removed before entering the pavilion.**

(e) The changing rooms must be left in a reasonable state of tidiness. Failure to leave the changing rooms in an acceptable state will lead to a charge being levied for extra cleaning costs.

(f) Hirer's equipment and/or belongings **MUST NOT** be left in the changing rooms outside of the periods of use.

4. Insurance

(a) Hirers are warned that the charges do NOT include the cost of insurance against their liability for any damage or injury which their activities may cause either to themselves or to other persons or property and Hirers should insure themselves against these risks.

(b) A copy of the appropriate insurance schedules should be provided to the Parish Council prior to commencement of the first match of each season.

5. Health and Safety

(a) Hirers should be aware of and respect other users of the Park and make reasonable efforts to ensure that spectators and players behave safely and responsibly. The Hirer shall not use the pitch in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining property. In particular:

- No alcohol is to be consumed in any part of the park at any time;
- foul language should be discouraged/avoided; and
- urinating in any part of the park is strictly forbidden.

(b) In the event of an accident or emergency, the Hirer should contact the relevant emergency services. Hirers should make themselves familiar with arrangements for contacting emergency services and provide a suitable means of contact.

(c) The Council shall not be liable for the death or injury to, or damage to, or any expenses or other liability incurred by the hirer or any person in the exercise of this agreement.

(d) The Council gives no warranty that the pitch is legally or physically fit for any specific purpose.

(e) Any accident or dangerous occurrence must be reported to the Parish Council, as soon as is practicably possible. An accident record book is kept in the Parish Council office which must be completed after any accident or dangerous occurrence leading to injury. The Accident Record Book is kept in accordance with the requirement of the Data Protection Act 1998.

(f) Hirers who run activities involving children and young people using paid employees and volunteers are required to declare that they have a Child Protection Policy in place and that appropriate checks are maintained on a regular basis.

(g) Dogs are **NOT** allowed on William Lee Memorial Park.

6. Car Parking

(a) No parking is allowed on the grass (other than on the designated overspill car park when in use).

(b) Players are encouraged to car share to reduce the number of vehicles using the car park.

(c) The Hirer should encourage players and spectators choosing to park on nearby roads, rather than in the car park, to park sensibly and with due consideration for other road users, pedestrians and local residents.

7. Cancellation of Matches

(a) The Parish Council reserves the right to cancel a match at any time. Every effort will be made to avoid this. Where the Parish Council cancels a match any hire payment already made will be either credited against the next invoice or refunded.

(b) The Parish Council will not be liable to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the cancellation.

(c) The Hirer may cancel a pitch booking at any time, however, any cancellations made less than 48 hours prior to the hire date will be subject to full charge. Notification of cancelled matches must be made to the Parish Council office and NOT via Council staff at the park.

8. Termination of Hire

(a) The Hirer may relinquish the right to use the allocated pitch and facilities at any time on presentation of written notice to the Parish Council together with payment for any outstanding invoices due. No refund can be made in respect of fees and charges already paid in relation to the hire.

(b) The Parish Council reserves the right to terminate any agreement with the Hirer, including the right to use pitches and facilities, if the Hirer breaches any of these rules or defaults on the payment of any invoices due.

9. Liability

(a) The Hirer is responsible for all and any loss, damage and/or claims arising out of this agreement.

10. Complaints

(a) The Parish Council wishes to be notified should you have any complaints or problems regarding the use of the pitches, changing rooms or associated facilities. Please address all correspondence to:

The Clerk, Calverton Parish Council, Council Room, Main Street, Calverton, Nottingham NG14 6FG;

email clerk2thecouncil@btconnect.com or
 Telephone: 0115 965 4560.

(b) The Parish Council reserves the right to vary any of these terms and conditions at its absolute discretion.

11. Application of Terms and Conditions

(a) It is the Hirer's responsibility to ensure that all players and spectators associated with their team, and those of their opponents at each match, are advised of the terms of conditions 2 (c), 3 (a)-(e), 5 (a) & (b) and 6 (a)-(c).

12. Agreement

Hire of Football Pitch Season 2016/17	
Period From	1 September 2016
Period To	31 May 2017
Occasional Hire Date <small>(Where season hire inappropriate)</small>	
Day/Time <small>(delete as appropriate)</small>	SATURDAY AM / SATURDAY PM SUNDAY AM / SUNDAY PM
Signed for Parish Council	
Position	
I agree to abide by the foregoing terms and conditions throughout the duration of the hire period shown above:	
On Behalf of	Football Club
Signed	
Name in Block Capitals	
Position in Club	
For Official Use	
Pitch Allocated	FRONT PITCH / BACK PITCH <small>(delete as appropriate)</small>
PARISH COUNCIL CONFIRMATION OF HIRE	
Signed	
Position	
Date	