

Charvil Parish Council

Sports Pitch Booking Conditions

These Conditions will govern the hire of the Sports Pitches managed by Charvil Parish Council (the Council) and located adjacent to the Margaret Gimblett Pavilion at Park Lane, Charvil.

1. Definitions

- 1.1 The "Contract" means the completed Sports Pitch Booking Form (generated by the Council's booking system) signed by the Hirer, together with these Booking Conditions and the Sports Pitch Fee Schedule (both as shown on the Council's website).
- 1.2 The "Hirer" means the individual signing and completing the Sports Pitch Booking Form, and they will be the person responsible for payment and for any debt arising out of making bookings.
- 1.3 The "Facility" means the premises (or parts thereof) managed by the Council and includes any equipment and/or facilities provided for use by the Hirer under this Contract.
- 1.4 "Assistant Clerk" means the individual within the Council responsible for allocating sports pitches and for invoicing the Hirer.

2. Sports Pitch Booking

- 2.1 Applications for the hire of sports pitches will only be considered on submission of a completed Sports Pitch Booking Form. When the hire has been confirmed by the Council, a binding Contract will exist.
- 2.2 If subsequent changes to the hire are required, the Council will make every effort to accommodate the Hirer but cannot guarantee that sports pitches will be available.
- 2.3 Any potential Hirer with an outstanding debt to the Council must clear that debt before they will be provided with any further pitch allocation.

3. Obligations of the Hirer

The Hirer is to be responsible for:

- 3.1 The supervision and control of competitors (including the opposition team), visitors, spectators and officials at the facility.
- 3.2 Informing the Council of any injury sustained by any player, spectator or other person onsite during the period of hire. The Hirer must inform the Assistant Clerk in writing detailing the location, time and date of the accident, the nature of the injury sustained and the likely cause of the injury by emailing bookings@charvil.com.
- 3.3 Ensuring that all users conduct themselves in a proper and correct manner with due consideration to other users and staff. Abusive and/or threatening behaviour, whether verbal or physical, towards the staff of the Council, the attendants, referees,

or other members of the public on site will not be tolerated for any reason and may lead to the Council cancelling all future bookings for the individual and/or the team. Any such incidents will be investigated on a case by case basis.

- 3.4 Ensuring that all users play only on the pitch allocated to them at the time of the booking and that those users do not transfer to any other pitch during the period of the hire.
- 3.5 Ensuring that no users play on pitches when the Council or the referee has cancelled games (see Section 12 below). This includes use for training and/or friendly games.
- 3.6 Ensuring that no users leave any valuables on site unattended during the period of hire (refer also to Section 17 below). Any such valuables are entirely at their owner's risk.
- 3.7 Leaving the Facility (and all parts thereof in connection with the hiring) in a clean and tidy condition, ensuring that all sports equipment is returned and secured within the building, that the Pavilion (if hired) is locked after use, and that all litter is removed from the site or placed in the bins provided.
- 3.8 Ensuring that access gates to the field are locked immediately after each vehicle entry/exit, and remain locked during and after the hire.
- 3.9 Ensuring that the Council's 'No Smoking' Policy is adhered to at all facilities during the period of hire.
- 3.10 Collection and return of keys required to use the Facility. This can be made from the Assistant Clerk at the beginning and end of each season (the Hirer may nominate someone to carry this out on their behalf). A deposit may also be required for each set of keys issued.
- 3.11 Ensuring that all users comply with these Sports Pitch Booking Conditions and with all reasonable requirements of the Council for the safety and convenience of those using the Facility.
- 3.12 Contacting the Assistant Clerk by telephone in the event of an emergency, on 07850 234363.
- 3.13 Ensuring that all users (both from the Hirer and their competitors) are made aware of these Sports Pitch Booking Conditions to ensure that they are familiar with the agreement between the Hirer and the Council.
- 3.14 Ensuring that all users respect the privacy of residents living adjacent to the facility, and their right to the quiet enjoyment of their homes.
- 3.15 Informing the Council of any cancellations within the specified time period as stated within Section 12 below.

4. Pitch Allocations

- 4.1 The Hirer will be allocated a specific pitch at the time of booking (please refer to Section 3.5 and 7.1). The Hire is for that pitch only plus equipment (nets and corner flags) where applicable.

- 4.2 For Ad-hoc bookings requested by a Hirer with a completed current season Booking Form, the Council will make every effort to accommodate the Hirer but the Council cannot guarantee that sports pitches will be available at short notice.
- 4.3 For Ad-hoc bookings made by any Hirer without a completed current season Booking Form, the Council will require receipt of a fully completed Booking Form plus full payment in 'Cleared Funds' prior to the Hirer commencing any use of the pitches.
- 4.4 The council will only accept fixture lists and/or other bookings from the individual named on the Sports Pitch Booking Form unless notified otherwise in writing beforehand by that person.
- 4.5 Allocation slots will be for a maximum of three hours (which allows adequate time should the fixture be a cup game requiring extra time and/or penalties), including set up and taking down of equipment.

5. Changing Rooms

- 5.1 If required, Changing Rooms must be booked prior to the fixture taking place and keys provided or Council attendants notified to open these. Changing Rooms will be available 30 minutes prior to kick off and for 30 minutes after the fixture has ended. One changing room consists of two units that will cater for home and away teams.
- 5.2 The away team will only be allowed access to a changing room if the Hirer has booked it.
- 5.3 It is the Hirer's responsibility to ensure that changing rooms used by both sides are cleaned at the end of each booking, to check for damage, to ensure that lights are switched off, and for locking up afterwards (including setting any alarms).
- 5.4 Any damage to the Pavilion must be reported to bookings@charvil.com. This must include as much detail as possible as to the location of the damage and of its cause, to ensure that the correct party is billed for this (see Section 16 below).

6. Refusal of an Allocation or Booking

- 6.1 While the Council will make every effort to accommodate the Hirer as regards its preferred location and quantity of pitches, the Council cannot guarantee the same allocation as in previous seasons nor that the Hirer will receive any pitch allocation.
- 6.2 The Council reserves the right to refuse any application for the hiring of a Facility without being required to give any reason for such refusal.

7. Fixtures

- 7.1 For teams booking for a season, the Council appreciates that Teams/Leagues do not always have a complete set of fixtures for the whole season. Hence, unless otherwise agreed, and in order to ensure pitch availability every week, the pitch(es) allocated to the Hirer will be reserved for them every week. Should the Hirer not require a pitch, then the Assistant Clerk must be advised three clear days in advance, or payment will be due.

- 7.2 The Hirer will be responsible for all bookings and charges made on behalf of its organisation.
- 7.3 On rare occasions, such as inclement weather, where circumstances prevent the Council's contractors from carrying out line marking of the pitches, the referee and teams are responsible for the decision as to whether to proceed on the day. No discount or refund will be applied should the teams decide not to proceed with the fixture.

8. Fees and Charges

- 8.1 The Council reserves the right to vary its charges without notice. Fees will be charged at the rates shown at the time on the Council's website.
- 8.2 If the Hirer's use of the Facility proceeds beyond its allocated time, the Hirer will be liable for an excess charge. These incidents will be investigated on a case by case basis, but the excess will generally be charged at twice the applicable rate.

9. Payment

- 9.1 The person who has completed and signed the Sports Pitches Booking Form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.
- 9.2 For ad-hoc users the fee must be paid, in 'cleared funds', prior to use of the pitches (cheques made payable to Charvil Parish Council).
- 9.3 For regular users, an invoice will be issued to the Hirer at the beginning of each quarter for pitches hired in the previous quarter, and payment will be due within seven days. If the council has not received payment within the above seven days, no further use of the facilities will be permitted until the debt has been recovered in full.

10. V.A.T. Exemption Conditions

- 10.1 Please note that the rules concerning VAT are set by the Inland Revenue, not the Council and will therefore be strictly applied without exception. Please ensure that you read the conditions carefully and make sure that you fully understand the implications of them.
- 10.2 The hire of sports facilities, including sports hall, swimming pools, football pitches and tennis courts, are subject to VAT. However, if they meet **all** the following requirements then they qualify as being exempt:

Step	Condition
1	The series consists of ten or more sessions, booked at the same time.
2	Each session is for the same sport or activity.
3	Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
4	The interval between each session is at least one day but not more than fourteen days. The duration of the sessions may be varied however there is no exception for intervals greater than fourteen days through the closure of the facility for any reason except in the case of unforeseen circumstances as stated below. Dates must be set at the time of booking;

	there is no extension to this limit to take account of school holidays, public holidays, etc.
5	The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised . In the event that the facility is not available for use on a scheduled date because of an unforeseen circumstance (such as vandalism or inclement weather), entitlement to VAT exemption for the series is unaffected. In this case you can either have a session added to the end of your series or the session refunded.
6	The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7	The person to whom the facilities are let has exclusive use of them during the sessions.

It is down to the Hirer to prove that they meet the criteria above. If any of the criteria above are not met, then the entire series becomes taxable.

11. Cancellations by the Council

- 11.1 The Council will endeavour to provide the pitch and facilities on the date and time booked by the Hirer. However, in the case of bad weather conditions or under exceptional circumstances (e.g. for health and safety reasons), the Council reserves the right to cancel the use of the facilities at any time. In such circumstances the Council will refund the cost of the hire but shall be under no liability for any expense incurred or loss sustained by the Hirer as a result of the cancellation.

12. Cancellations by the Hirer

- 12.1 The Hirer is responsible for notifying the Assistant Clerk in writing by emailing bookings@charvil.com of any cancellations or alterations for pitches at least three clear days in advance of the date of proposed hire.
- 12.2 If the Assistant Clerk does not receive written notification at least three clear days in advance of the proposed hire, the Hirer will be required to pay the full cost of the hire, unless Article 12.3 (below) applies.
- 12.3 In the event that a fixture is cancelled by the referee, it is the responsibility of the Hirer to notify the Assistant Clerk within 48 hours of the date of the fixture. Failure to do so will result in the Hirer being required to pay the full cost of the hire.

13. Right of Entry

- 13.1 Members of the Council and its Officers shall at all times during the period of hire have free and unrestricted access to the Facility, and instructions must be given by the Hirer to its officials for this access. The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Facility.

14. Prohibition of Assignment

- 14.1 The rights to use the Facility under the Contract shall not be sublet, assigned or otherwise transferred and the Hirer shall not assign the benefit or burden of the Contract or any part thereof, or sublet or subcontract any part of the Facility.

15. Liability

- 15.1 The Council is not responsible for, and will not accept liability for, any loss, damage, injury or death, (whether to property or person) sustained by any person or persons in the Facility, howsoever caused, except where such loss, damage, injury or death is caused by the Council's negligence or any defect in its premises.

16. Indemnity

- 16.1 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 damaged, destroyed, stolen or removed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring.
- 16.2 The Hirer shall obtain Public Liability Insurance for a minimum of £2 million to indemnify the Council against any death or injury to any party, or loss or damage of property belonging to any persons arising out of the use of the Facility during the period of hire.
- 16.3 The Hirer is required to produce evidence of such insurance as described above at least 14 days before the date of hiring, or at the time of booking if that is less than 14 days before the event. Failure to provide this evidence will automatically cancel any booking application which has been made.
- 16.4 The Hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at the Facility during the period of hire.

17. Personal Property

- 17.1 The Council may remove (and store if practical) any property left behind by the Hirer after the expiry of the times provided in the Contract. 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 agrees that the Council shall be entitled to dispose of any property left at the Facility as a result of the hiring and not claimed within 28 days.

18. Car Parks

- 18.1 Car Parks at the Facility may be used by the Hirer but remain under the control of the Council and available to other users of the park. Officials and participants may use the car park free of charge to park their own motor vehicles but these vehicles are left entirely at their owner's risk. The Council does not make any claim or warranty as to the safety of the car park.
- 18.2 The Hirer must ensure that cars parked at the Facility do not cause damage to grass verges or the field, and do not restrict access to any emergency services if required to respond to a call in the vicinity.

19. Notices

- 19.1 No notices or placards erected, displayed or provided by the Council may be removed or covered up.

20. Collections and Lotteries

- 20.1 No collections, games of chance, sweep stakes or lotteries nor any betting of any kind may be conducted at the Facility.

21. Broadcasting, Advertising and Photography

- 21.1 No Hirer shall grant sound, advertising, television broadcasting or film rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and to the terms and conditions of any Contract reached, and to share any income and publicity derived therefrom.
- 21.2 Photography and filming at the Facility may not take place without written consent from the Council.

22. Variations to the Contract

- 22.1 The Council reserves the right to vary the conditions of this Contract at any time on seven days' notice. Any variation so made shall be deemed to be incorporated in these conditions. In such circumstances, the Hirer may, within 7 days of receipt of such notice, terminate the Contract.

23. Violations to the Contract

- 23.1 The Council reserves the right to terminate any activity if it appears that any of these Sports Pitch Booking Conditions have been or are being violated. Such determination shall not release the Hirer from any obligation under these conditions or affect any right of remedy which the Council may have under these conditions or otherwise. The Council shall be entitled to retain and benefit from any monies paid to them in respect of the letting.