

## FOOTBALL PITCH HIRE TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR THE HIRE OF FOOTBALL PITCHES AT FROLESWORTH ROAD RECREATION GROUND 2019 / 2020 SEASON

1. Fees and Charges (a) A charge will be made in July for the hire of the pitch for the forthcoming season (affiliated club match charge). Invoices will be raised monthly in arrears in accordance with the Regular User Policy. All invoices must be paid within 30 days. All cheques should be made payable to 'B.A.P.C.' (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. In these circumstances the pitch will be allocated to the next team on the waiting list. (c) 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 August for a twelvemonth period (September to May inclusive). Teams wishing to use a pitch must apply before the 31st July to the Parish Council Office, 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. All individual matches will be subject to VAT as per the rules for Sports Facilities & Physical Recreation, section 5 of the VAT notice 742. <https://www.gov.uk/government/publications/vatnotice-742-land-and-property>. Block bookings are exempt from the VAT rules for 10 or more matches.

(b) If there are more teams than available pitches applicants will be added to a waiting list (held in the Parish Council Office). Under no circumstances should a team attempt to secure use of a pitch ahead of their turn. 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 Broughton Astley who are on the waiting list. 3. New applicants from out of the area who are on the waiting list. (c) The 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 endanger the same or render invalid any insurance policies in respect thereof. (d) No team may use the pitch without authorisation from the Parish Council Office. 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 via the Parish Council Office not via the Property and Maintenance Supervisor. Application forms can be obtained via email from the Parish Office - [Reception@broughton-astley.gov.uk](mailto:Reception@broughton-astley.gov.uk) Applications will NOT be accepted at less than 48 hours' notice.

3. Changing Rooms and Toilets (a) Users are responsible for unlocking and locking the toilets and changing rooms prior to, and after, the match being played. (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 are locked during play. (c) The changing rooms and toilets must be left in a reasonable state of tidiness. All football boots must be removed before entering. (d) Failure to leave the changing rooms and/or toilets in an acceptable state will lead to a charge being levied for extra cleaning costs. (e) Equipment is NOT to be left in the changing rooms. Please store any items in the garage outside.

4. Goal Posts (a) Goal posts are to be erected by the team responsible for the pitch hire. The anchor pins must be used to secure the posts into the ground. Any losses of bolts etc should be reported prior to the commencement of the match.

(b) At the end of the match, the team responsible for the pitch hire must take down the posts and return them to the compound to be left in a safe and tidy state. Any loss of parts or damage to the posts will be charged to the team. The team hiring the pitch has the responsibility for checking the safety of the posts prior to commencement of the match. If there is any doubt that the posts are unsafe, the query should initially be brought to the attention of the referee. If it is agreed that if the posts are unsafe, the match should be abandoned. The Parish Office should be notified immediately on the Monday morning following the match on 01455 285655 or by emailing [reception@broughton-astley.gov.uk](mailto:reception@broughton-astley.gov.uk)

(c) Teams must ensure that they use the allocated pitch for their match. This will be specified on the notice board outside the changing rooms.

5. Insurance (a) All teams must hold the relevant insurances. (b) A copy of the appropriate insurance schedules must be provided to the Parish Council Office prior to commencement of the first match of each season.

6. Health and Safety (a) Hirers should be aware of other users of the Recreation Ground and make reasonable efforts to ensure that spectators and players behave safely and responsibly. No alcohol is to be consumed in any part of the Recreation Ground at any time and urinating in the hedgerows is strictly forbidden. (b) In the event of an accident or emergency, the hirer should contact the emergency services. The emergency services should be advised that a universal padlock is fitted to the barrier and that access can be gained using the appropriate key held by all emergency services.

(c) Any accident or dangerous occurrence must be reported to the Parish Office, as soon as is practicably possible. An accident record book is kept in the Parish 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.

(d) Hirers who run activities involving children and young people using paid employees and volunteers are required to declare that they have had a Disclosure and Barring Service (DBS) check and that these are updated on a regular basis.

7. Car Parking (a) No parking is allowed on the grass. (b) Players are encouraged to car share to reduce the number of vehicles using the car park.

8. 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. (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 termination.

(c) The Hirer may cancel a match. Notification of cancelled matches must be made to the Parish Council Office before Thursday noon prior to a weekend match.

9. 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 Office together with payment for any

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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.

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

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

The Parish Manager Broughton Astley Parish Council Station Road Broughton Astley Leicestershire LE9 6PT Telephone: 01455 285655.

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

12. 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), 4 (b), 6 (a) & (b) and 7 (a)-(b).

13. Agreement Hire of football pitch for Saturday am/Saturday pm/Sunday am/Sunday pm [delete as appropriate] for the period 1 June 20\_\_ to 31 May 20\_\_.

Signed on behalf of Broughton Astley Parish Council: .....

Position.....

I agree to abide by the foregoing terms and conditions throughout the duration of the hire period shown above: Signed: .....

on behalf of .....

Football Club

Name in block capitals: .....Position in club: .....