

CONDITIONS OF HIRE OF NEWBURY TOWN COUNCIL FOOTBALL PITCHES

1. GENERAL INFORMATION

1.1 In these conditions the following words shall have the meanings set out below:

1.1 "The Council" is Newbury Town Council.

1.2 "The Hirer" is the person named on the booking form. Where an organisation or other corporate body is associated with the application, they shall also be considered to be "The Hirer" and shall therefore be jointly liable with the person who signs the booking form.

1.3 "The Facilities" are any rooms, pitches, playing areas, car parks or surfaces connected with the hire, including associated changing rooms and toilet facilities.

1.4 "Equipment" includes goal posts, nets, corner flags, balls and any other equipment provided by the Council for sporting activity.

1.5 "The Services Manager" is the manager of the facility or his appointed representative.

2 BOOKING PROCEDURE AND PAYMENT

2.1 The Hirer must complete a booking form for each period of hire. Block bookings may be made for an entire season, subject to payment in accordance with current Newbury Town Council scale of charges. *(See section 7)*

2.2 For booking confirmation arrangements please refer to section 7.

2.3 The Hirer shall not assign, sublet, or transfer any aspect of the booking to a third party without the consent of the Council.

2.4 Payment for the usage of the facility shall be in accordance with the terms set out in section 7 of these conditions.

2.5 For booking cancellations penalties may be applied.

3 TERMS OF BOOKING

3.1 Bookings do not include the set up and breakdown of equipment (except goal posts). The Hirer is responsible for erecting and dismantling nets, flags etc.

3.2 The facility is for hire only at the discretion of the Services Manager who reserves the right to decline any application without offering any reason.

3.3 The Services Manager reserves the right to cancel any booking.

3.4 The Services Manager reserves the right to stop any sports or meeting not properly conducted and may, if he sees fit, charge the Hirer for any expenses incurred in engaging officers of the Council or other authorities to preserve order, prior to, during or after any event or meeting associated with the booking.

- 3.5 The Services Manager has the authority to refuse admission to the facility to any person or persons whom he considers undesirable or who may pose a threat to members of the public, or whom are likely to cause a breach of the peace.
- 3.6 Smoking is strictly prohibited indoors in any part of the facility.
- 3.7 The Hirer shall not permit anything to take place at or in the facility during the period of hire, which is unlawful, or contrary to public decency and respectable behaviour or in such way endangers any licence held in connection with the facility.
- 3.8 The Hirer shall not without the express permission of the Services Manager, be permitted to sell, prepare or provide food or other refreshment in the facility.

4 EQUIPMENT

- 4.1 The Hirer must make no attempt to move goal posts or otherwise tamper with any of the equipment.
- 4.2 The Hirer is responsible to setting up of nets, flags etc. if applicable. All such equipment must be replaced in the changing rooms following the hire, in the condition in which it was found. Any damage, loss or deterioration should be reported to the Council.
- 4.3 At the Services Manager's discretion the Hirer will be responsible for the repair or replacement of equipment damaged during the period hire other than that expected through normal wear and tear.
- 4.4 The Hirer is responsible for ensuring that equipment supplied by him is properly maintained and does not present a hazard to participants or members of the public.

5 SAFETY AND SUPERVISION

- 5.1 The Council shall not be responsible or liable in respect of any damage or loss of any property placed or left at or in the facility.
- 5.2 The Hirer is responsible for ensuring that adequate supervision is provided where children under the age of 16 are engaged in activities in connection with the booking, involving the use of the Council's facilities.
- 5.3 All exits and access areas must be kept clear of obstruction. Fire protection equipment must not be tampered with or removed from any premises.
- 5.4 The Hirer is responsible for the provision of adequate first aid equipment and personnel for the period of hire.

6 ACCIDENTS AND INSURANCE

- 6.1 All accidents and incidents must be reported to the Council as soon as possible and in any case within 48 hours.
- 6.2
- (i) The Hirer shall be responsible for any accident howsoever caused, resulting in death or personal injury to another unless such death or injury has been caused by the negligence of employees of the Council.

- (ii) Where the Hirer is a club, organisation, or an individual hiring the facility for the purpose of supervising, training, or teaching other persons, a copy of the Hirer's Public Liability Insurance policy is to be submitted upon return of the Booking Form.
- (iii) Hirer's who do not hold Public Liability Insurance must make the Services Manager aware of this at the time of returning the booking form. The Hirer will only be indemnified by the Council's policies if the activity is supervised by a member of the Council's staff.

6.3 IT IS THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT ALL SUPERVISORS OR INSTRUCTORS ENGAGED BY THEM ARE APPROPRIATELY QUALIFIED TO CARRY OUT THEIR DUTIES.

6.4 Authorised officials and servants of the Council, Police, and Fire Officers on duty, whether in uniform or not, shall be permitted to have free access to the Facility at all times during the continuance of the letting.

7 SPECIAL CONDITIONS

7.1 Block / Season Bookings

Hirers who have block booked for the season will be invoiced monthly for fixtures played. The Council's invoice settlement terms will apply. The Services Manager reserves the right to cancel or refuse bookings for non-payment of invoices.

7.2 Casual Bookings

Full settlement must be received by the Council at least three days before commencement of the hire.

7.3 All Bookings

The Hirer shall at the start of the period of hiring be issued with a key for the changing room facilities subject to prior payment to the Council of a fee of £10.00. This fee will be reimbursed to the Hirer upon return of the key.

7.4 The Hirer will, during the period of hire be entitled to use the changing room facilities and shall be responsible for supervision of the building, contents and associated equipment. The Hirer shall at the end of the hire period leave the changing room facilities secured and in a clean and tidy condition.

7.5 The Hirer shall be entitled to use the nets and corner flags stored in the changing rooms in connection with the use of pitches and shall ensure that they are replaced at the end of the hire period.

7.6 The Hirer must ensure that no vehicles are parked on the pitches or any adjoining land other than areas specifically allocated for this purpose.

7.7 Note: In order that the changing rooms and other facilities are available for each game, the date, time and pitch to be used must be agreed by telephone or fax with the Services Department during the week prior to the booking date.