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STANDARD TERMS & CONDITIONS OF HIRE – FOOTBALL FIELD

These conditions will govern the hire of the Football Field managed by Waddesdon Parish Council (the Council) and located adjacent to the Community Centre at Frederick Street, Waddesdon.

Interpretation

The “Contract” means the completed Booking Form (generated by the Council’s booking system) signed by the Hirer, together with these Terms and Conditions of Hire.

The “Hirer” means the individual signing and completing the Booking Form, and they will be the person responsible for payment and for any debt arising out of making bookings. No person under the age of eighteen will be accepted as the Hirer.

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.

The “Clerk” means the current Responsible Officer of the Council, or any other officer nominated to act in their place to administer the bookings of the Facility and the use of Parish Council property.

The Clerk will liaise, as necessary, with other Council officers with responsibility for the provision of facilities for sports use, to carry out the functions set out in these Ts & Cs.

Waddesdon Parish Council (WPC) reserve the right to amend these conditions of use as and when necessary. Educational and other statutory requirements will take precedence.

Football Field Booking

Applications for the hire of the Football Field will only be considered on submission of a completed Booking Form. When the hire has been confirmed by the Council, a binding Contract will exist.

If subsequent changes to the hire are required, the Council will make every effort to accommodate the Hirer but cannot guarantee that the Football Field will be available.

Any potential Hirer with an outstanding debt to the Council must clear that debt before they will be provided with any further pitch allocation.

By entering into this agreement, the Hirer accepts that WPC will hold their details for the purpose of carrying out the booking. WPC will not use this information for any other purpose apart from any future bookings the Hirer may make. See also WPC’s ‘Privacy Notice’, available on the Council’s website.

Obligations of the Hirer – The Hirer is to be responsible for:

The supervision and control of competitors (including the opposition team), visitors, spectators, and officials at the facility.

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 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@waddesdonparishcouncil.gov.uk

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.

Ensuring that no users play on pitches when the Council or the referee has cancelled games. This includes use for training and/or friendly games.

Ensuring that no users leave any valuables on site unattended during the period of hire. Any such valuables are entirely at their owner's risk.

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 Community Centre (if hired) is locked after use, and that all litter is removed from the site or placed in the bins provided.

Ensuring that car park barriers are locked immediately after the hire.

In line with the Council's 'No Smoking' policy and the 'Smoke free Legislation of the Health Act 2006'; it is against the law to smoke anywhere within the Community Centre building. Failure to comply with this condition will result in termination of the contract.

No intoxicating liquor shall be sold, supplied, or consumed within the premises. No intoxicated person shall be admitted to the facility.

The Clerk will advise on the procedure for the use of keys required for the facility. A charge will be made if the keys are lost or not returned immediately after the hire.

Urinating anywhere outside of the toilet facilities is strictly forbidden.

Ensuring that all users comply with these Booking Conditions and with all reasonable requirements of the Council for the safety and convenience of those using the facility.

Contacting the Clerk by telephone in the event of an emergency, on 01296 651800.

Ensuring that all users (both from the Hirer and their competitors) are made aware of these Booking Conditions to ensure that they are familiar with the agreement between the Hirer and the Council.

The Hirer is responsible for the supervision and general safety of all children (under the age of 18 years) while they are on the Premises. The Hirer must be present throughout the period of hire.

Ensuring that all users respect the privacy of residents living adjacent to the facility, and their right to the quiet enjoyment of their homes.

The Hirer is responsible for the conduct and behaviour of all their players, supporters, and groups. If unacceptable language or behaviour is reported, organisations may have their hiring withdrawn and reports issued to relevant people/bodies.

Informing the Council of any cancellations within the specified time.

Random checks will be carried out by WPC to ensure these conditions are being met.

Pitch Allocation

The Hire is for the pitch, changing rooms and equipment (nets) where applicable.

For Ad-hoc bookings requested by a Hirer, the Council will make every effort to accommodate the Hirer, but the Council cannot guarantee that the Football Field will be available at short notice.

Allocation slots will be for a maximum of three hours, including set up and taking down of equipment.

Changing Rooms

The Hirer will be responsible for inspecting the Facility hired before use. The Hirer will be deemed to have accepted that the Facility was in a good and safe condition, unless the Hirer has specifically and clearly brought any defects to the notice of an authorised Council officer before the commencement of use. The fact that a Council officer has authorised the Facility to be used does not imply any warranty on the part of the Council as to the condition of the Facility. The Hirer must rely on his own inspection.

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.

Any damage to the Facility must be reported to bookings@waddesdonparishcouncil.gov.uk 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.

Refusal of an Allocation or Booking

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.

Fixtures

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. Should the Hirer not require a pitch, then the Clerk must be advised three clear days in advance, or payment will be due.

The Hirer will be responsible for all bookings and charges made on behalf of its organisation.

On rare occasions, such as inclement weather, where circumstances prevent the Council's contractors from carrying out work on 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.

Fees and Charges

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.

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.

Payment

The person who has completed and signed the Booking Form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.

For ad-hoc users the fee must be paid, in 'cleared funds', prior to use of the pitches.

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.

Cancellations by the Council

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 (eg 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 because of the cancellation.

Cancellations by the Hirer

The Hirer is responsible for notifying the Clerk in writing by emailing bookings@waddesdonparishcouncil.gov.uk of any cancellations or alterations for pitches at least three clear days in advance of the date of proposed hire.

If the 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.

If a fixture is cancelled by the referee, it is the responsibility of the Hirer to notify the 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.

Right of Entry

Council Members and Officers shall always, 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.

Prohibition of Assignment

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.

Liability

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.) 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.

Indemnity

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.

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.

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.

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.

Personal Property

The Council may remove 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 because of the hiring and not claimed within 28 days.

Car Parks

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.

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.

Notices

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

Collections and Lotteries

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

Broadcasting, Advertising and Photography

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.

Photography and filming at the Facility may not take place without written consent from the Council.

Variations to the Contract

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.

Violations to the Contract

The Council reserves the right to terminate any activity if it appears that any of these Football Field 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.