HEDGE END TOWN COUNCIL

Terms and Conditions for hire of sporting facilities (Football & Cricket)

In these terms and conditions (T&C's)

'The Council' *means: Hedge End Town Council*

'Casual/occasional hire' *means a non-regular hire, infrequent or single booking.*

'Whole season' *means booking made which covers the duration of that sporting season.*

'Hirer' *means: the person(s)/club entering into the hiring agreement with the council.*

'Hire' *means: the use of facilities or land by agreement with the council.*

'Hiring' *means: the agreement to use the sports facilities.*

'Sports facilities' *means: all property of, or under the control or management of, the council, which may be the subject of a hire agreement, and may include sports and any associated equipment.*

Bookings

- Both the football and cricket sport facilities are not bookable for casual/occasional hire. Any requested hire will need to be booked for the whole season by the team applying, (preventing overplay of the pitches).

- Applications for the hire of any sport pitches/facilities will only be considered on submission of a request made to the Town Council offices, by emailing officemanager@hedgeend-tc.gov.uk. When the hire has been confirmed by the Council you will have 14 days to return the booking form. This will be a binding contract for the season.

- Signing of the booking form is acceptance of these terms and conditions of hire.

- A £250 returnable deposit is payable at the start of the football/cricket season and will be returned subject to satisfactory conduct and compliance with the Terms and conditions at the end of the season.

- Those hiring any of the sport facilities must be over the age of 18 years

- The applying team must provide a current email address and mobile number for contact and the sending of invoices.

- A copy of the teams Public Liability Insurance, along with other required documentation as stated will need to be sent with the booking form to secure the seasons play.

- All fixtures for the season will need to be submitted.

- The hirer will also need to confirm at what time they wish the caretaker to be present to open-up at the time of booking. Any amendments to this must be submitted no later than 7 days prior to the fixture.

- Any additions to the hire must be sent no later than 7 clear days prior to the fixture, however due to the offices not being open over a weekend any messages/calls for weekend fixtures will be considered on the Monday prior to the weekend of a fixture at the latest.

- The Town Council reserves the right to refuse an application without stating the reason.

- Sub-letting of any sport facilities is not permitted. Any hirer found sub-letting will be subject to the termination of their booking.

Payments

- Hirers will be invoiced at the end of each month hired and all invoice payment terms are 30 days.

- Payment can be made via BACS (details on the invoice), by cheque (made payable to Hedge End Town Council), cash or by card (in person or over the phone).
  Please make sure the correct invoice number is quoted as reference when the payment is made.

- Non-payment of invoices will affect play for rest of the season and the Town Council reserves the right to terminate the booking for use of that facility and refuse any future requests for hire.

- The Town Council reserves the right to vary its charges without notice. Fees will be charged at the rates set, reviewed annually by the Town Council.

Hire

- The caretaker is to be met at the time stated by the hirer to open-up and handover the sports facilities.

- Once handed over the sports facilities become the responsibility of the hirer and must not be vacated until the caretaker returns to lock up after the game.

- The caretaker will give the hirer their contact number so they can be contacted in an emergency or to let the caretaker know the time that they expect to be finished in order the caretaker knows when he should return to lock up.

- It is the responsibility of the hirer to put up and take down all goal posts (football) and return them to the store along with the corner flags (football). Whether they belong to the hirer or are the property of the Town Council.

- Wickets (cricket) are to be removed once the game has finished, along with any other associated equipment.

- No belongings should be stored in the communal changing areas, toilets or other spaces unless authorised by the council.

- The Town Council accepts no responsibility or liability for any loss or accident whilst using the sports field, facilities, or car park.

- It is strongly recommended that valuables are not left in changing rooms or on pitches. The Town Council does not accept any liability for loss of any personal property.

- Any keys given to the hirer will be their responsibility and the caretaker or Operations Manager (opsmanager@hedgeend-tc.gov.uk) must be informed if these are lost/stolen. The hirer will bear the cost of any replacement keys if re-issued.

- The hirer must not use the changing room showers to wash/clean dirty footwear.

- If the changing rooms are found to be excessively dirty, then an additional charge will be made for cleaning.

- The hirer will be held responsible and liable for any damage caused to any of the sport facilities because of misuse or vandalism by their guests, team or visiting team during the hire. This includes damage to any playing surface caused by unauthorised use. Any damage must be notified to the caretaker or reported to the Operations Manager by email opsmanager@hedgeend-tc.gov.uk. The hirer will be charged for any damage caused.

- No smoking is permitted within the changing room area or within 4 metres of any pedestrian access point that leads into this facility.

- The Town Council has the final say on which pitches are playable and the hirer must not play on any unplayable pitches whatsoever.

- Norman Rodaway – The Town Council to allocate the use of the pitches.

- The hirer must inform the Town Council, by emailing officemanager@hedgeend-tc.gov.uk the following day or on the Monday following a weekend hire if play did not take place.

- No Charge will be made for a game(s) if called off by the Town Council, following pitch inspection or referee/umpire on the day of the game due to Health and Safety, (condition of the pitch due to inclement weather).

- The hirer must give at least 48 hrs notice to cancel/amend a game, otherwise the hirer will be charged.

- The hirer will be charged if cancellation is due to the home or opposition teams not having enough players and notification of this is not made by close of business, (4pm) on the Friday before weekend play or if during the week by (4pm) on the day of play.

- The Town Council reserves the right to cancel a fixture without notice or temporarily suspend the use of facilities if:
  i) the facilities are unfit or not available for use, or
  ii) are required for any other purpose.
  This right will not be exercised unreasonably.

February 2023