

Contract Hire Agreement

Terms and Conditions for Forsbrook Parish Council football pitch and changing rooms.

Adopted 19.10.2020

Reviewed 18th

1. In these terms and conditions (T&Cs):

‘the council’ means: Forsbrook Parish Council

‘the event’ means: the sporting fixture

‘the facilities’ means: all property of, or under the control or management of, the council, which may be the subject of a hire agreement, and includes sports and any associated equipment.

‘the Parish Clerk’ means: the current Clerk of the council, or any other officer nominated to act in their place to administer the bookings of sports ground. The Parish Clerk will liaise, as necessary, with other councillors with responsibility for the provision of facilities for sports use, in order to carry out the functions set out in these T&Cs;

‘the hire’ means: the use of facilities or land by agreement with Forsbrook Parish Council

‘the hirer’ means: the person(s) entering into the hiring agreement with Forsbrook Parish Council

‘the hiring’ means: the agreement to use the sports ground.

‘people using the facilities’ means: people invited, allowed or required by the hirer or anyone else to attend, watch or take part in any sporting activity, and

‘sports facilities’ means: the sports pitches and items supplied by Forsbrook Parish Council, as specified in sub-clause 13(b) of these conditions.

2. The T&Cs will apply to the hire of the sports facilities. Application for hire must be made using the relevant form supplied by Forsbrook Parish Council.

(a) The person signing the application form will be deemed to be the hirer, and will be responsible for complying with the conditions of the hiring agreement

If the hiring is being made by a legally constituted club/association or other incorporated organisation, the agreement form for sports must be signed by a person duly authorised by the club/association or organisation named on the agreement form. In the case of a constituted club/association, its current trustees will also be deemed to be the hirer, and they will all be jointly and severally liable under the hiring agreement.

(b) The hirer must be over 18 years of age.

(c) The agreement to hire facilities will only come into existence when: an agreement form has been signed and returned to the Parish Clerk or nominated officer has accepted the booking in writing, and all required documentation has been received.

(d) The council reserves the right to vary, alter or revise any of these T&Cs. This right will not be used to alter the conditions of a booking that has already been accepted. However, if a booking has been accepted but full payment has not been received, the council has the right under sub-clause 3(b) to alter the charges due.

(e) These conditions cannot be changed verbally by a councillor or council officer. Any changes must be confirmed in writing by the Parish Clerk or nominated officer.

(f) The hiring agreement will give the hirer, and/or the represented club/association or organisation, the right to use the relevant facilities. The hirer has no right to assign or sub-let the facilities. Any instance of an unauthorised sub-letting may, at the discretion of the head of booking services or nominated officer, result in the hiring agreement being forthwith terminated or temporarily suspended.

3. (a) The hirer must pay the council the fixed fees for hiring any facilities within 14 days of date of invoice.

(b) The Parish Council reserves the right to alter charges without notice. All bookings, other than those where all fees have been paid, remain subject to this right.

4. Hire fees must be paid to [Forsbrook Parish Council, postal address\(18 Hillside Avenue, Forsbrook, ST11 \(BH\)\)](#) . Cheques and postal orders must be made payable to [Forsbrook Parish Council](#). Only the council's official receipt form will be accepted as evidence of payment.

(a) The council reserves the right to cancel bookings and, without notice, to terminate or temporarily suspend the use of facilities if, in the opinion of the officer in charge of the facilities:

The facilities are unfit or not available for use, or are required for any other purpose.

This right will not be exercised unreasonably.

(b) The council reserves the right to refuse bookings on a permanent or temporary basis, cancel bookings, or attach additional conditions to the hiring of any facilities, if the Parish Clerk or nominated officer has reason to believe that the person concerned:

is in any way responsible for deliberate or negligent damage caused to the facilities; owes money to the council as a result of, or in connection with, a previous hiring of facilities; is in breach of any other provision of these conditions, or has been in breach of conditions relating to any previous hiring of facilities.

(c) The council reserves the right to cancel any booking for which payment has not been received by the specified date.

5. (a) If the council cancels under the provisions of clause 4(a), any bookings previously accepted, all fees will be refunded.

(b) If, under the provisions of clause 4(b), the council cancels any bookings previously accepted, any refund of fees previously paid will be decided by the Parish Clerk or nominated officer.

(c) If, under the provisions of clause 13(d) the hirer cancels any bookings, the council will not refund any fees. The repayment of fees in any particular case will be at the discretion of the Parish Clerk or nominated officer.

6. (a) The hirer must be responsible for ensuring that all those attending the activity, comply with:

all reasonable instructions of the authorised council officers in charge of the facilities; all relevant council bylaws; any Acts of Parliament relating to, or regulating the use of, these;

current equality and safeguarding legislation including the use of photographic or video recording equipment.

(b) The hirer must make suitable arrangements for the proper supervision of the activity, to ensure that his responsibilities under clause 6(a) are met. The hirer must take all precautions necessary to ensure that:

No inconvenience or annoyance is caused to:

Users of other land or facilities belonging to the council, owners or occupiers of neighbouring properties of the general public, and

No injury or damage is caused, or is reasonably likely to be caused to:

To people using the facilities or the users of other land or facilities belonging to the council or owners or occupiers of neighbouring properties of the general public or any personal property.

(c) The Parish Clerk or nominated officer will decide whether the requirements of clauses 6(a) and (b) of this clause have been complied with.

7. The hirer must ensure:

(a) vehicles of any sort (including motorcycles) must not be parked or left on any area other than on official designated car park, or where the council permits;

(b) If any public address equipment and/or other amplifying equipment is to be used prior written consent must be obtained. The equipment must not cause annoyance or nuisance to the occupiers of surrounding property or to the general public.

8. (a) The council accepts no responsibility or liability for any damage or injury that may occur to: the hirer or anyone using the facilities or any property of the hirer or anyone using the facilities.

This also covers the loss of any property belonging to anyone, except where the accident, damage, injury or loss has been caused through the negligence or act of the council, or a council officer in the course of their employment.

It is strongly recommended that valuables are not left in changing rooms or on pitches.

(b) The hirer must ensure that the contents of clause 8(a) of this clause are brought to the attention of everyone using the facilities. Anyone using the facilities will be

deemed to do so at their own risk, waiving all rights (if any) to claims against the council in respect of any accident, damage, injury or loss for which the council refutes any responsibility or liability under clause 8(a).

(c) The hirer agrees to indemnify, and keep indemnified, the council against all proceedings, claims, costs, expenses and liabilities in respect of: any injury (whether fatal or otherwise) to anyone (whether using the facilities or not); and/or any loss of, or damage to the property of anyone (whether using the facilities or not) arising from, or caused by, the hire of the facilities by the hirer.

(d) Whilst not a condition of the hiring, the hirer should consider obtaining Public Liability insurance cover in order to protect themselves from any liabilities that may arise out of the activity and/or the indemnity given to the council pursuant to clause 8(c) above.

9. (a) The hirer must take all appropriate measures to ensure that no negligence or damage, either directly or indirectly, is caused to any facilities.

(b) The hirer agrees to pay the council, within 14 days of receipt of a written demand, compensation for any damages or negligence caused in breach of clause 9(a). The Parish Clerk or nominated officer will reasonably assess the amount of compensation. This will be the cost of repairing the damage, or cleaning mess left behind, together with the actual or estimated amount of income lost by the council, as a result of damaged facilities. The decision of the Parish Clerk or nominated officer will be final.

10. (a) The hirer will be responsible for inspecting all facilities hired before use. The hirer will be deemed to have accepted that all facilities were 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 facilities to be used does not imply any warranty on the part of the council as to the condition of the facilities. The hirer must rely on his own inspection. (b) Any complaint connected with the hiring or use of any facilities must be made in writing to the Parish Clerk within five working days of the problem being encountered.

11. (a) No charge can be made by the hirer, or any other person(s) attending, watching, or taking part in any event, without having first obtained the written consent of the Parish Clerk. Any application for written consent must give full details of the charges to be made, and how the proceeds of the charges are to be used.

(b) For the purposes of these conditions, a charge will be deemed to be made when:

money is demanded or paid for admission to, or participation in, any event, programmes for an event or other goods are sold, a collection of money or goods is made, a raffle or lottery of any sort is held.

12. (a) The council reserves the right for any of its authorised officers to enter the hired facilities at any time, to ensure the conditions of hire are being complied with.

(b) If an officer, on visiting the hired facilities reasonably believes:

the hirer has not taken, or is not taking, the action necessary to fulfil his responsibilities under clause 6 or any action has been taken, or is being taken, in connection with the activity for which the prior written consent of the Parish Clerk or nominated officer is required under the terms of these conditions, and that prior written consent has not been obtained

then that officer, at their discretion, may either require the hirer to take any necessary action, or cancel that booking and require the hirer and everyone using the facilities to vacate them immediately. No fees are refundable to the hirer by the council, in respect of a booking cancelled in this way.

13. Additional Conditions Relating to Sports Facilities

(a) Special arrangements may be agreed with the Parish Clerk for sports matches outside the relevant season.

(b) Forsbrook Parish Council will, at its own expense, provide the necessary goal posts. The hirer is responsible for the supply and erection of football nets, which will have been provided in the first instance by Forsbrook Parish Council. The goal posts remain the property of Forsbrook Parish Council. After each match the goal posts must be removed from the pitch and returned to the changing room compound.

(c) The hirer must not use the changing accommodation showers to wash/clean dirty footwear; teams/clubs found to be using the showers for this purpose will receive a written warning. After that fines will be incurred if it continues all facilities will be withdrawn to the team/club, and no further bookings will be accepted. For further information on the use of the changing rooms please refer to the Changing Room policy.

(d) A hirer who is wishing to book sports facilities for the purpose of organised league matches must obtain, and produce documentary proof of, Public Liability insurance cover for at least £5,000,000 or such other amount as the council may specify in relation to the use of hire.

(e) The council nominated officers have the right to move fixtures to alternative venues in the event of the original facilities is deemed unfit to play on for any reason.

(f) Council officials can call off matches due weather conditions prior to or on the day of the fixture.

(g) On the day of the match, following a site inspection on the day it can only be called off or cancelled by nominated council officers or the league referees.

14. Any correspondence sent to the hirer via email or post, will be deemed to be received. The hirer is responsible for notifying the Parish Clerk or nominated officer in writing of any change of home or email address. The council accepts no liability or responsibility for any loss or damage arising from failure to comply with this condition.

15. The council enters into this hiring agreement only in its capacity as the owner and manager of the hired land. No action taken by the council or one of its authorised officers, under the terms of such an agreement will be deemed to be a waiver, or in any way limit the council's rights, duties or powers as a local authority or local planning authority. If the written consent of the Parish Clerk is required, and is given to any action, this consent will not be deemed to be formal approval of the action from the council for the purposes of any statute or regulation, unless it is expressly stated to be so.