

## DODINGTON PARISH COUNCIL

### CONDITIONS OF HIRE FOR DODINGTON PARISH COUNCIL FOOTBALL FACILITIES

(If the Hirer is in any doubt as to the meaning of the following, the Council should be consulted immediately.)

In these Conditions unless the context otherwise requires the following expressions have the following meanings: -

'**THE COUNCIL**' means Dodington Parish Council of Dodington Parish Hall, Finch Road, Chipping Sodbury, South Gloucestershire BS37 6JZ.

'**THE HIRER**' means the individual, company or organisation who is named on the Booking Form as the hirer.

'**Hire Fee**' means the fee as stated on the Booking Form.

'**the Premises**' means the pitches and changing rooms at QE II Playing Fields, Kelston Close, Yate.

'**the Period of Hire**' means the period or periods of hire referred to in the Booking Form.

'**the Booking Form**' means the form to which these Conditions apply and which is attached to these Conditions.

Words denoting the singular shall include the plural and vice-versa and words denoting one gender shall include any other gender. References to any statute or statutory provision shall include any statute or statutory provision which amends extends consolidates or is replaced by the same and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute.

References in these Conditions to persons shall include bodies corporate, unincorporated associations and partners.

1. **THE HIRER** who makes a booking must sign and return the Booking Form with payment in full (unless **THE HIRER** is a club that makes regular or block bookings) and the Council has agreed that the Hire Fee can be paid in accordance with Condition 2) which will confirm **THE HIRER** accepts and agrees these Conditions and shall be legally bound by them.
2. **THE HIRER** who makes regular or block bookings must sign the Booking Form and return it to the Council with the booking dates and requirements for that season. Any subsequent changes or additions to these may be made verbally but will nonetheless be bound by these Conditions. Payment for these bookings to be made immediately upon receipt of invoice.
3. **THE COUNCIL** reserves the right to refuse to accept any booking, or to impose special conditions in respect of any booking without specification of reason. The Council will inform **THE HIRER** if the booking is not accepted or if special conditions are to apply. If **THE HIRER** does not wish to accept the special conditions, and therefore does not want to proceed with the booking, any Hire Fee paid will be refunded.
4. **THE HIRER** will, during the Period of Hire, be responsible for the supervision of the Premises, to include without limitation, the fabric and contents, and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction. Foul language is not permitted.
5. The cost of replacement or repair of any breakage or damage to the Premises, building, equipment, fixtures, fittings or contents which occurred during the Period of Hire as a result of the hiring will be charged in full to **THE HIRER**. Any breakage or damage must be immediately reported to a member of the Council staff. Any breakage or damage discovered after a period when **THE HIRER** has used the Premises will be deemed to have occurred during that period of use unless the **HIRER** proves otherwise to the satisfaction of the Council.
6. **THE HIRER** shall not use the Premises for any purpose other than that described on the Booking Form and shall not sub-hire or allow any unlawful use nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies
7. **THE HIRER** shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
8. **THE HIRER** shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, Local Magistrates' Court or any other public authority.
9. **THE HIRER** shall not allow the consumption or sale of alcoholic liquor on the Premises.
10. **THE HIRER** should ensure that no electrical equipment is used, other than that provided, without the prior written consent of the Council. Permission will only be granted if the equipment required is not provided by the Council or is not available. If consent is given **THE HIRER** shall ensure that any electrical appliances brought on to the Premises shall be safe, in good working order and repair in accordance with current health and safety regulations and will be used in a safe manner.
11. **THE HIRER** shall be responsible for ensuring that all statutory first aid requirements are complied with.
12. **THE HIRER** must ensure that all persons entering the Premises do so at their own risk and, except in respect of death or personal injury caused by the Council's negligence or other material breach of these Conditions the Council accepts no liability for any loss, damage or injury to individuals or their property arising from the entry upon or use of the Premises, or use of any of the equipment provided by the Council. **THE COUNCIL** shall not be liable for any indirect or consequential loss or damage (whether for loss of profit, business, goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the hiring of the premises. **HIRERS** bringing valuables of any kind on to the Premises are advised to ensure that they are adequately insured against all risks.
13. If an accident occurs on the Premises, **THE HIRER** must report it to the Council or estates officer immediately. In addition full details of the accident must be recorded within 24 hours of the incident in the official accident book held at the Council or in writing to the Council.
14. **THE HIRER** shall be responsible for obtaining their own public liability insurance.

15. **THE HIRER** must ensure nothing is affixed to the walls (internal or external), of the Premises. Notices may be placed on the public notice board subject to the prior consent by the Council or the estates officer.
16. **THE HIRER** shall be responsible for ensuring that no glass bottles are brought to the games and for checking the safety of the premises before play commences by removing any potentially dangerous litter such as glass, stones, cans etc. **THE HIRER** shall also be responsible for the removal of all rubbish, litter, deposits or waste at the end of the Period of Hire.
17. **THE HIRER** is asked to please encourage 'car sharing' if they are expecting a large number of people to the Premises.
18. **THE HIRER** shall ensure that the minimum of noise is made by themselves, their employees or guests when arriving and leaving the Premises.
19. **THE HIRER** agrees to use their best endeavours to ensure that any activities for children are organised and at all times run in accordance with all relevant principles and regulations governing the provision of care and related activities for children and the health and safety of children including, without limitation, the Children's Act 1989, the Protection of Children Act 1999 and the Care Standards Act 2000.
20. **IN THE EVENT** of the Premises or any part thereof being rendered unfit for the use for which it has been hired, the Council shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever. **THE HIRER** shall be entitled to a full refund of any Hire Fee paid.
21. **THE HIRER** must notify the Council of alterations to Period of Hire fixtures by giving at least 2 days' notice, and by Thursday for weekend matches, and Monday for mid-week matches. Where fixture changes are made by telephone the club concerned must accept the Council's decision should any dispute arise from such a booking or cancellation.
22. Failure to advise the Council of cancelled matches in accordance with the timetable in Condition 21 above will result in **THE HIRER** being charged the full Hire Fee. If the match/game is cancelled due to bad weather, the Hire Fee paid against the date of the cancelled match will be applied to the next available match booked that is yet to be charged.
23. **THE HIRER** will pay the Hire Fee on receipt of the Council's invoice and within 14 days of receipt of such invoice.
24. Where attendance of the Council's Groundsman is required for any purpose (other than for the Council to meet its liabilities) including if required due to **THE HIRER's** default or breach of any of these Conditions, **THE HIRER** will be charged a call out fee as determined by the Council.
25. Double fixtures (two games played consecutively) are not permitted unless the Council's prior written consent is obtained at least two weeks in advance of the scheduled matches.
26. These Conditions are governed by and construed in accordance with English law and the Council and **THE HIRER** submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under or in connection with these Conditions.
27. If any provision of these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
28. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the Council at Dodington Parish Hall and to **THE HIRER** at their address as specified in the Booking Form or such other address as may have been notified pursuant to this provision to the party giving notice.
29. Without prejudice to any express provision in these Conditions pursuant to which any rights or liability may be assigned or transferred to any third party, for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend that any of these Conditions should be enforceable by any third party but any third party right which exists or is available independently of that Act is preserved.
30. Neither **THE HIRER** or the Council shall without the prior written consent of the other assign all or any of their rights and obligations under these Conditions.