

Hire of an outdoor facility for Football

LEAGUE CLUBS

1. Bookings

The persons, signing these conditions of hire, shall represent the club and will be liable to the Council for the payment of charges, and for the strict observance of these Conditions of Hire. Should these individuals cease to be a member of the club, they should advise the Council immediately, in order to get a new Conditions of Hire agreement signed.

2. Pavilions and Grounds

All Pavilions are no smoking. Any person who smokes or allows smoking may be subject to a fixed penalty as detailed in The Smoke-Free (Premises and Enforcement) Regulations 2006.

Where the hire of a football pitch includes the hire of a pavilion, the club will also be responsible for:

- a. the conduct of its playing members during the hire session
- b. ensuring taps are turned off
- c. ensure all furniture (e.g. benches/hooks) are not damaged
- d. ensuring all external doors are shut and secure during and after hire session
- e. ensure all excess mud is removed from boots outside the pavilion and not washed in the sinks/wash basins
- f. all litter created by the fixture to be removed from site or placed in bins provided
- g. reporting any damage found on arrival at or departure from facility, including in the opposition facilities

In turn the Council will provide a suitable playing surface, complete with white lines. Changing room facilities will be supplied if requested in the booking, complete with hot showers, toilet facilities and associated materials, e.g. toilet rolls. In the event of the Council failing to provide the whole service, there will be no charge for the booking.

Any damage to the pavilion or pitch during the hire period must be reported to the match official for reference only and to the League Fixtures Secretary within 24 hours. If damage is present on arrival but not reported, the Council reserves the right to hold the hirer responsible. Where the damage has been caused as a result of proven negligence or wilful damage on the club's behalf, the Council reserves its absolute right to recharge the full cost of repair to the club, together with a 10% administration fee. Rubbish clearance will be charged at an hourly rate.

The Council will liaise directly with the club regarding any damage; copies of the reports will be forwarded to the leagues. All clubs must provide invoicing details,

Agreement of Hire 2017-18 Season

including full name and address, when returning these conditions of hire by 27th August. Non-payment of fees and charges due by the team will render future hire sessions subject to cancellation by the Council.

3. Indemnity and Insurance

All clubs must be in possession of a public liability policy covering a minimum of £5million and issued in accordance with SCFA Rules.

The club shall indemnify the Council and keep the Council fully indemnified against all damage(s), losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:

- (a) any act, omission or negligence of the club or any persons at the premises expressly or impliedly with the club's authority or
- (b) any breach or non-observance by the club of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject

4. Car Parking

The parking of vehicles on grass without the written authorisation of the Council is prohibited. The Council reserves the right to wheel clamp cars that are parked on the grass. Parking should be in designated areas and in accordance with Highways Regulations.

Under no circumstances will the Council accept any responsibility for loss or damage to the contents of or to, any car or other vehicle that may be brought to or left within the boundaries of the site.

5. Right of Admission

The Council reserves the right at its absolute discretion to refuse admission of or to evict any person or persons from the facility. The Council shall not be liable to pay compensation to the club arising from this clause. The public must not be prevented from having free access to all other areas of the sports or recreation ground without the written consent of the Council.

Any unauthorised persons within the pavilion shall be notified to the Council on the next working day.

The Council reserves the right to enter the facility during the hire session.

6. Correspondence

All complaints should be addressed to the League. Bookings are to be made via the League Fixtures Secretary. Any other queries may be sent to the Council at sports.bookings@brighton-hove.gov.uk

Agreement of Hire 2017-18 Season

Return address:

Sports Bookings
Stanmer Nursery
Stanmer Park
Lewes Road
Brighton
BN1 9SE

Declarations and Signature

We Mr/Mrs/Ms/Miss (full names)(Chairman)

and Mr/Mrs/Ms/Miss (full names)(Secretary)

hereby apply on behalf of (club name)

for the hire of Brighton & Hove football facilities for the 2017 - 18 season.

We agree to use the facilities in a proper and reasonable manner. I/we understand the financial implications of misuse of the facility.

We have received, read, understood and agree to abide by Brighton & Hove City Council's *Conditions of Hire*.

We accept that this signed application form constitutes an offer on the part of the applicants and will be a binding agreement with Brighton & Hove City Council, if accepted by the council in writing.

We confirm that we are authorised to act on behalf of the above and am over 18 years of age.

Signed (Chair)

Signed (Secretary)

Secretary's Address

.....Postcode.....

Secretary's Telephone

Date

As detailed under section 2, I/we understand that should damages occur during the hire period, invoices shall issued to:

Name

Address

Agreement of Hire 2017-18 Season

.....Postcode.....

Telephone

If we do not receive this form by 27th August, we will not prepare pitches for you.