



Clydach Community
Council
Sports Pitch Letting
Booking Agreement
2019/20

GUIDANCE NOTE

It is important that you read this note together with the Agreement, before signing the Agreement

Signing the Agreement

- The person(s) who sign this Agreement (hereafter, The Hirer) will be personally responsible for making sure that all the requirements set out in the Agreement are met. You will also be responsible for the payment of fees in advance; or any invoices together with any penalty charges owed to Clydach Community Council (hereafter, 'CC')
- It is therefore important that the correct person signs the Agreement. Please check your Club's Constitution to see who is authorised to sign the Agreement.
- If you are signing on behalf of a group of friends or colleagues you will also be personally responsible for making sure that all the requirements are met. You will also be responsible for the payment of fees in advance or penalty charges owed to CC.

Insurance

- The Hirer shall indemnify CC against all claims, demands, actions and proceedings, whatsoever or where so ever made against the Council resulting from the Hire of the Ground, or from the Hirer's failure either directly or indirectly with the Conditions of Hire. The Hirer shall also insure against their liability in the joint names of the Council and themselves, with an insurance company to be approved by CC, the assured sum to be a minimum of £5,000,000. It is the responsibility of the Hirer to produce upon request, the policy of insurance for inspection, together with evidence of payment of the current year's insurance premium.

Terms and Conditions

- Where two club officers sign this agreement in their private capacity on behalf of a club they are (together and separately) liable for the rights and responsibilities under this Agreement.
- This Agreement is to be used for the hire of facilities at all Clydach Community Council Parks and associated Sports Grounds and Pavilions.
- The Agreement lists a number of penalty charges, which CC may charge, if the requirements or terms and conditions are not met.
- If you have any questions about the Agreement or would like to discuss your responsibilities under the Agreement please contact the Community Council by email – mail@clydach.wales or by telephone: 01792 845992.

INTERPRETATIONS

1. The “Council” means “Clydach Community Council” (CC).
2. The “Clerk” means the Community Council’s Clerk and Responsible Financial Officer.
3. The “Hirer” means the person or organisation hiring any part of the Ground or its facilities.
4. “Booking(s)” or “Hire Period” refers to the period of hire stipulated on the application form.

“Ground” refers to any pitch or land that CC maintains and all of its facilities or any part thereof, including the changing rooms.

AGREEMENT DETAILS

1. This Sports Bookings Agreement is between Clydach Community Council and:

("The Club/Hirer")

Whose address is:

.....

Invoice address (if different from above)

.....

2. The Authorised Club/Hirer Representative is:

.....

Contact Telephone & E-mail:

Home:.....

Mobile:.....

E-Mail.....

3. This agreement commences on the _____ and ends 364 days from this date.

Bookings

1. Bookings can be made by visiting: www.clydach.wales / www.clydach.cymru
2. Payments can be made by, debit/ credit card by contacting the Clerk, or by making an automated online payment using the relevant booking portal.
3. All bookings must be made at least 48 hours before the start time. The last booking is taken each Thursday 12.00pm for the forthcoming weekend.
4. CC will not make provisional bookings; bookings are made on a first come first served basis.
5. Actual kick-off times must be clearly selected at the time of the booking. The Hirer should notify the Council of the full amount of time the club requires e.g. if there is extra time needed for cup games. If this is not adhered to, additional charges may apply.
6. Hirers are responsible for leaving the site in a neat, tidy and litter free state. CC reserves the right to recharge the Hirer in the event of additional clean up time as an additional charge
7. The dates, times and facilities for all bookings will be recorded on a data base. CS staff have the right to inspect pitch use at the time of play to ensure the correct pitches are being used. Booking confirmation email must be presented to onsite CC on request. All bookings are to be paid in full in advance of the booking, with the exception of customers that have arranged to settle by monthly invoice.
8. At any point whilst making a booking, disputing a booking, or any follow on correspondence with CC staff that the hirer is deemed to be unacceptable will be dealt with under the Council's behavioural policy.
9. CC reserves the right to allocate pitch sizes that are available to Hirers, irrespective of any prior agreement with CC to provide a particular pitch.
10. For maintenance purposes, and during the final stage of the football session in particular, it may be necessary to relocate fixtures to a different pitch and/or venue from the regular pitch/venue used or booked by the Hirer, and CC reserves the right to do so any time.

Fees

1. Fees and charges are outlined within Figure 1. CC reserve the right to amend fees and charges at its sole discretion, giving reasonable notice to current and prospective Hirers. Typically Fees are reviewed annually for 1st April and amended for the start of the respective Rugby, Cricket and Football Season
2. All bookings need to be paid in full before each fixture, if not affiliated to the Senior, Junior or Mini Leagues or other customers that block book by prior arrangement and are invoiced as required
3. Payments can be made by Debit/Credit card by contacting the clerk or by using an online automated system.
4. Providing certain conditions of use are met, VAT is not included within the fees and charges on bookings.
5. The fees and charges for the facilities, and equipment included can be found below. Hirers wishing to use floodlights (where available) will be required to pay an extra charge.

Figure 1.

Outdoor Pitches 2019/20 Rugby Football Cricket	(1)	(2)
	Headline Price	'Block price booking'
NON SELF MANAGED		
Senior	£59.00	£56.00
Youth	£38.00	£36.00
Junior	£30.00	£28.50
Minis	£15.00	£14.00
Mini minis	£12.00	£11.00
SELF-MANAGED	36.00	£34.20
	22.20	£21.10
	18.00	£17.10
Additional Charges(Per ½ Hour time)	£20	£20
OFF PITCH TRAINING (as agreed with Parks Staff)		
Seniors	20.50	£18.50
Juniors	10.50	£9.50

FUN DAYS / TOURNAMENTS

Football/Cricket	FULL DAY	HALF DAY
Senior	£202	£101
Youth	£130	£65
Junior	£103	£51.50
Mini	£50	£25
Mini mini	£40	£20
Rounders		
Senior		£21
Junior		£11

5. CC may charge Clubs/Hirers a fee of £50 where they use pitches not allocated to them.

7. If fixtures are not paid on time, or the facilities are left in an unacceptable state CC has the right to charge accordingly as an additional charge under this agreement. Persistent non compliance will be dealt with by the Council's Clerk, Chairperson or duly appointed person or committee.

8. Hirers will be charged for any additional cleaning required as an additional charge and for damages or breakages caused during their use.

Use of Facilities

1. All Clubs/Hirers must leave the pitches and surrounding areas clear at the end of their session.
2. Clubs/Hirers must only use the facilities they have booked using [www.clydach.wales /](http://www.clydach.wales/)
www.clydach.cymru
3. Clubs/Hirers must ensure that players do not tamper with or remove any of the equipment provided. CC reserves the right to charge £50 to Clubs/Hirers for the replacement of lost/stolen/damaged equipment.
4. For matches where children and adults are both involved separate changing rooms must be booked and children must have proper supervision. Appropriate supervision will be the responsibility of the booking team.
5. Matches disrupted by teams trying to use facilities without booking them will be re-arranged during or at the end of the season, subject to availability.
6. Players must not bang footwear against any of the walls of the premises to remove mud.
7. Players must not wash their boots in the showers or sinks.
8. Players must not put excrement anywhere other than the toilet.
9. It is against the law to smoke and take drugs in any Council premises.
10. If a hirer wishes to play recorded or live music in a pavilion they are responsible for obtaining a PPL PRS License. The hirers will be liable for any fines incurred by the Council at the time of hire.
11. All rubbish must be bagged up and placed in a designated area; hirers leaving rubbish on site will be given a warning on the first occasion. If this happens again, the hirer could potentially lose the use of CC facilities and be fined.
12. Clubs/Hirers must ensure all lights are switched off and all changing room doors and windows are locked securely on leaving the premises and that all taps and showers are off.
13. Clubs/Hirers must ensure that players do not cause disturbance, nuisance or annoyance to local residents or adjoining occupiers by creating excessive noise or behaving in an aggressive or violent manner.
14. Clubs/Hirers and players are responsible for their own belongings on the pitches and premises. All belongings are left at the owners' risk.
15. All vehicles should be parked in the designated car park on site. Vehicles must not be parked on the pitches or where they would obstruct residents' driveways or access by the emergency services. Where necessary a key will be issued to open barriers so that the emergency services can get access. This must only be used in emergencies. All vehicles must be driven in a safe and controlled manner whilst within the boundary of any park. Failure to do so may result in removal of access to any areas or use of barriers.

Pitch & Weather Conditions

1. The condition of the pitch and whether it is playable is a decision taken by the referee and hirer during a pre match pitch inspection.
2. It is advised that all clubs/hirer check the weather forecast before a game is played.
3. In the event of unsuitable ground conditions CC may cancel matches on the Friday for the forthcoming weekend, the fixture may also be cancelled on the day of the fixture at short notice.
4. Use of pitches that are unsuitable for play may result in damage and this can lead to the closure of pitches to allow them to recover and for repair to be carried out.
5. If a pitch is declared unfit by CC, all play is prohibited. Any Clubs/Hirers playing on a pitch declared unfit will be charged £50 for the costs of any damage caused and may have future bookings refused/cancelled.
6. CC will conduct regular inspections of the pitch for its suitability and safety, which will include removal of faeces and foreign objects such as stones, branches, glass etc. However, it is ultimately the responsibility of the hirer to carry out a detailed visual inspection prior to any activities commencing. The pitch must be made safe for the activity in hand before any activities commence. CC reserves no responsibility for safety of these pitches with regards to this point.

Cancellations

1. CC acting through the Clerk, reserves the right to cancel any booking at its discretion or amend the terms and conditions of hire at any time without prior notice. In the event of cancellation by CC due to poor ground conditions, vandalism and any other reason, CC will make every effort to contact the Club/Hirer making the booking. It is the Club/Hirers responsibility to inform its team/individuals and the away team.
2. Sessions may be cancelled by the Club/Hirer and a full refund given provided CC is notified 72 hours before the session. Where less notice is given, the full booking fee may still be charged. Clubs/Hirers should bear in mind that where a booking that is exclusive of VAT is cancelled, they will be required to pay VAT in respect of all sessions arranged under the booking.
3. Where CC cancels bookings because the pitch is declared unfit, the club/hirer will need to contact CC to rearrange the booking.
4. CC reserves the right to refuse a booking to any person it has grounds to consider will not keep to these terms and conditions.
5. Clubs/Hirers must ensure that players do not disrupt or interfere with other matches. Such behaviour may result in the cancellation/refusal of future bookings.
6. Where the Club/Hirer its team members or opposition break any of the above conditions, CC may give them a written warning or may cancel any individual booking.

Equal Opportunities

1. The Club/Hirer will act to promote equality of opportunity and to promote good relations

between different racial groups and shall where reasonably requested by the CC assess and monitor its policies and practices so as to impact on the promotion of race equality, and report on this to CC.

Transferring/Sub-letting Facilities

1. The Club/Hirers shall not transfer or sublet the use of the facilities to any Club or person who is not named on the permit.
2. Clubs/Hirers must not give keys to anyone else or allow anyone else to use the facilities or equipment. The keys issued to Clubs/Hirers will only fit the hired changing room doors.

Termination of Agreement

1. Where the Club/Hirer breaches this agreement, CC may issue the Club/Hirer with a written warning.
2. Where the Club/Hirer:
 - (a) Misrepresents any facts relating to this agreement or relating to any hire under this agreement and/or
 - (b) Breaches this agreement and/or
 - (c) Has received two written warnings in any 12 month period

Then CC may end this agreement by notice in writing and may do this immediately. CC reserves the right to take any other course of action to protect its interest in the facilities that it considers reasonable.

3. Neither the Club/Hirer or CC shall be liable for breach of its obligations under this Agreement to the extent that such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Club/Hirer or those playing with them) or similar event but nonetheless each party shall use its best endeavours to perform its obligations under this Agreement.

4. This Agreement does not entitle any person who is not a party to it to receive any benefit under this Agreement. All provisions of the (Rights of Third Parties) Act 1999 are excluded.

Dispute Resolution

All disputes will be resolved between the authorised Club Representative and the Council's Clerk or otherwise through the use of CC's external complaints procedure. Disputes may be escalated to the appropriate committee and council Chairperson.