

**Parks & Leisure Services Terms and Conditions of Cricket Pitch Hire**

# By hiring a Parks and Leisure sports facility you are agreeing to these terms and conditions of hire. Please note that any breach of these terms and conditions may result in the cancellation of bookings without refund and the Council refusing to accept bookings from the Hirer in the future.

These terms and conditions apply to the hire of all cricket pitches owned or managed by the Council of the Borough of Guildford, including, but not limited to, the following:

Stoke Recreation Ground

Sutherland Memorial Park

Stoke Park

# Definitions

* 1. “Booking” means a reservation of Council Facilities on a specified date, at a specified time and for a specified duration.
	2. “Booking Confirmation Number” means the number issued upon confirmation of the Booking.
	3. “Booking Credit” means a credit which may be used for the next Booking the Hirer makes.

1.4 “Changing Room” means the allocated space at the Facilities, subject to availability, for the purposes of changing, showering and the use the toilet facilities.

* 1. “Council” means the Council of the Borough of Guildford.

* 1. “Cricket Pavilion” means pavilion at a cricket ground. It is the main building within which the players usually change, where toilets are and, at some sites, where facilities are to prepare tea.
	2. “Cricket Pitch” means all those pitches owned by the Council of the Borough of Guildford situated at Stoke Recreation Ground, Stoke Park and Sutherland Memorial Park
	3. “Facilities” means the place where the activity or sport takes place.
	4. “Handheld appliance” means any device or appliance that are designed to be held in the hand during normal use
	5. “Hirer” means the individual (aged eighteen or over), team, body, club, school or organisation who makes the Booking.

1.11 “Kitchen” means the allocated space at the Facilities within the Cricket Pavilion, subject to availability, for the purposes of the preparation of food and beverages

1.12 “Portable Appliance” means any device or appliance that is designed or intended to be moved or can easily be moved while in normal operation

1.13 “Users” means any player, spectator, Hirer or any other person who has any involvement whatsoever with the use of the Facilities during a Booking, including members of opposing teams.

1.14 “Working Day” means between 8.30 am and 4.30pm from Monday to Friday inclusive, excluding bank and public holidays.

# 2 Bookings and Cancellations

* 1. Each Booking constitutes an acceptance of these Terms and Conditions and is valid for one match only, and subject to the allocated time of the booking, unless a block booking is agreed prior to the season’s start.
	2. Requests for Cricket Pitch Bookings must be made:
		1. with a minimum of five full working days’ notice to guarantee that a Cricket Pitch will be made ready by the required date, and
		2. by submitting the on-line booking request form located on our website .[www.guildford.gov.uk/sportspitchesandcourts](http://www.guildford.gov.uk/sportspitchesandcourts), or
		3. by email to Parks & Leisure Services parks@guildford.gov.uk..
	3. Bookings will not be accepted by any other method.
	4. A booking is not complete until it is confirmed by the Council to the Hirer via email.
	5. Cancellations must be made in writing by either emailing parks@guildford.gov.uk or to the address detailed at

 above and must be made at least five full working days prior to the date of the booking to secure a Booking Credit. Cancellations will not be accepted by any other method.

2.5.1 A Booking Credit may not be issued if less than five working days’ notice is given. Any failure to cancel the booking in accordance with these terms will result in any fees not being refunded.

2.5.2 The Booking Credit may only be used towards the next booking; it may not be used against current invoices.

* 1. A booking is not complete until it is confirmed by the Council to the Hirer.

# Bookings will include a Changing Room with toilet facilities, if these are requested at the time of the Booking and confirmed by the Council.

* 1. The invoice for payment will be sent to you by the Financial Services department after each booking has been processed. Payment will be due within fourteen days of date of issue of the invoice.
	2. Bookings made for Users aged 18 years or under will qualify for the reduced youth rate. This must be requested at the time of booking otherwise the default adult payment will be charged. This charge will not under any circumstance be adjusted retrospectively. Evidence of age may be required.
	3. The maximum length of any one block booking is one fiscal year, i.e., 1 April through to 31 March of the following year. Block bookings made for longer than four months can be paid by instalments at the Hirer’s request. The Hirer should contact Financial Services at the Council finacc@guildford.gov.uk on receipt of their invoice to arrange an instalment plan.
	4. The Council does not send out reminders to customers at the end of a block booking. Customers are advised to note the dates of the finish of their Booking and rebook as necessary, with as much advance notice as possible.
	5. Booking Credits remaining at the end of a season or fiscal year will be carried over to the following season/year.
	6. Unused Booking Credits will only be refunded in the event of a customer no longer requiring the use of any Parks & Leisure sports facilities in the future.
	7. The Council may set off against any refund any amounts due from the Hirer, whether in relation to the booking or otherwise.

# Obligations on the Hirer

* 1. The Hirer must not use the Facilities for any purpose other than the permitted use.

 3.1.1 Cricket is the only activity that is permitted on any Cricket Pitch owned by the Council

3.1.2. The position of the Cricket Pitch as prepared by the Council must not be altered

3.1.3 The Facilities must not be used for any illegal purposes.

3.1.4 Smoking is not permitted at any of the Facilities.

* 1. The Hirer must leave the Facilities in a clean and tidy state after use including but not limited to the removal of all litter and cricket equipment and is responsible for ensuring that the Facilities are treated in a considerate manner. Doors must be securely closed at the end of the hire and where available, locked.
	2. No equipment is permitted to be stored in any of the Facilities including any part of a Cricket Pavilion.
	3. The Hirer shall repay the Council on demand the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is stolen or deliberately damaged, or destroyed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring.
	4. If the Hirer is a club or organisation or similar group, the hirer is responsible for providing adequate insurance cover for all Users of the Facilities during the Booking period. The Hirer should ensure that pitch hire and use of the Facilities is covered under a public liability insurance policy of at least £5,000,000. Evidence of appropriate cover must be produced if requested.
	5. The Hirer is responsible for providing accurate invoicing address details and ensuring that the Council has two up-to-date telephone numbers on which the Hirer(s) can be contacted. Any changes to the Hirer’s contact details must be notified in writing, stating the old details and new. The payment of invoices will be required by the due date shown on the invoice, regardless of whether the Facilities are used.
	6. Users shall not act in a manner which causes injury, damage or distress to any property or person, including Council staff and other users of the Facilities. Users shall obey any instruction given by ground staff and/or Parks and Leisure Officers. The Hirer shall be responsible for ensuring that the behaviour of all Users associated with the Booking complies with these Terms and Conditions and shall be jointly liable for any damage caused by such Users.
	7. The Hirer must ensure that all Users of the Facilities associated with their Booking wear appropriate footwear. .
	8. The Hirer must comply with the Council’s Equalities and Diversity Framework and ensure that no Users associated with their Booking discriminate either physically, verbally or by their conduct on the grounds of race, nationality, colour, ethnic or national origin, religion, creed, sexual orientation, marital status, sex or disability. Details of the Council’s Equalities and Diversity Framework can be found on the Council’s website, [www.guildford.gov.uk,](http://www.guildford.gov.uk/) or are available upon request to the contact points listed at Clause 2.1.
	9. The Hirer must ensure that all Users of the Facilities associated with their Booking park correctly. All vehicles are parked at the owners' risk and the Council shall not be responsible for any resulting loss or damage.
	10. The Hirer must not use the Facilities without booking in advance and receiving confirmation from the Council of the booking for the pitch/pitches or Facilities being used. Any use of any Facilities without pre-booking will be retrospectively charged for.
	11. The sub-letting of any Booking is not permitted.
	12. The Hirer must ensure /Facilities are inspected and safe prior to use. If the Hirer or the Users consider the Facilities to be unsafe or unplayable then the Council must be immediately contacted by telephone at 07880 784947. Any Booking Credit in these circumstances will be at the discretion of the Council.
	13. The Hirer must ensure that any Cancellations made by the umpire due to unsafe pitches or weather conditions are notified in writing to Parks and Leisure Services by any of the two contact details held for the Hirer within two Working Days after the date of the game to receive a Booking Credit . The umpire's contact details must be included in the notification. Notifications received after two Working Days will not receive a Booking Credit.
	14. The Hirer must ensure appropriate risk assessments are in place prior to the booking date, a copy of which must be produced if requested by a council officer.
	15. The Hirer will be held responsible and liable for any littering, damage caused to any facility because of misuse or vandalism by their guests, team, or a visiting team, during their booking. This includes damage to the playing surface caused by unauthorised use. The Council may seek reimbursement from the Hirer where such damage occurs.
	16. Any breach of and/or failure to comply with these Terms and Conditions may result in the cancellation of all the Hirer’s current Bookings at the Council’s Facilities without the provision of a refund or Booking Credit and/or the refusal to accept any future bookings from the Hirer. The use of any such remedies is without prejudice to any other claim or remedy which the Council may have against the Hirer.
1. **Use of the Kitchen in the Cricket Pavilion**

4.1 The Hirer can only use the Kitchen located in the Cricket Pavilion where permission has been provided by the Council to do so. The full hire of and use of the Cricket Pavilion must be arranged separately with the Council.

4.2 The Hirer must ensure the Kitchen and Cricket Pavilion are kept secure throughout the Booking and that no items are removed from the Kitchen at any time during the Booking.

4.3 The Hirer must ensure that where the Kitchen and/or its contents are used, all surfaces, sinks, and appliances are left in a clean condition at the end of the Booking and all contents put away correctly. ,The Council reserves the right to impose a charge upon the Hirer for the costs of cleaning at a minimum of £25 plus VAT per hour if the Kitchen and all contents, surfaces, sinks and appliances are not left in a suitably clean condition to the reasonable satisfaction of the Council. No food or drink or personal property is permitted to be left in the Kitchen after the expiry of the Booking.

4.4 The Hirer is responsible for reporting and paying for any damage caused to the Kitchen, Cricket Pavilion or its contents by emailing parks@guildford.gov.uk.

4.5 Alcohol is not permitted to be brought into the Kitchen, Cricket Pavilion or any part of the Facilities for sale or other consumption without the explicit prior agreement of the Council.

4.6 The Hirer is responsible for ensuring that all emergency exit doors and all entrance/exit points to the Kitchen and Cricket Pavilion are always free from obstruction(s) during the Booking.

4.7 The Hirer must ensure that any User does not alter, use or attach anything to the walls or paintwork.

4.8 The Hirer is responsible for ensuring that the Kitchen and Cricket Pavilion are cleared of rubbish and other waste at the end of the Booking. Waste must be contained in bin bags and removed from all the Facilities. All liquids or hazardous substances must be removed from all the Facilities and are not permitted to be placed into any bins situated in or on any of the Facilities.

4.9 The Hirer is responsible for ensuring that the Kitchen and Cricket Pavilion are used as a non-smoking facility.

4.10 The Hirer is responsible for ensuring that spiked or studded footwear is not worn by any User in any part of the Kitchen or Cricket Pavilion.

4.11 The Hirer is responsible for ensuring that the Kitchen and Cricket Pavilion are left secure at the end of the Booking including but not limited to ensuring that all entrance/exit doors are locked and all the lights, taps and the electric cooker, are switched OFF.

4.12 The Hirer shall ensure that only Portable appliances and Handheld appliances are brought to and used at the Kitchen and Cricket Pavilion are safe and in good working order, used in a safe manner and that any Portable Appliance has been properly tested in accordance with current Portable Appliance testing requirements.

# 5 Obligations on the Council

5.1 The Council will provide the Hirer with one Cricket Pitch at the Facilities per Booking. The Council cannot guarantee the availability of any specific pitches at any Facilities. The use of a Kitchen within the Cricket Pavilion can be provided on request. The use of a Changing Room and toilet facilities including disability access can be provided on request and may require separate hire from the Council.

5.2 The Council will provide a Booking Credit for Cancellations made by the referee or umpire due to unsafe pitches or weather conditions, provided written notification is received by Parks and Leisure Services. Notifications received after two Working Days will not receive a credit.

5.3 The Council reserves the right to cancel and/or move to an alternative site any Booking(s) without prior notice if, in their ultimate discretion, an officer of the Council considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, or if an alternative site is unavailable or impractical to travel to, the Council will provide a Booking Credit for the full value of the Booking. The Council will not accept any further costs or liability for any consequential losses suffered by the Hirer due to any such cancellation.

# 6 Non-Payment of Invoices

6.1 Should the Hirer not pay any invoice within fourteen days of the due date on the invoice, the Council will not permit the Hirer to make any future bookings until the Council has received payment in full. Any unpaid existing booking will also be cancelled. Invoices will be deemed received by the Hirer on the third day from the date of the invoice.

6.2 Full payment will not be deemed to have been received by the Council until all funds have cleared.

6.3 If any invoice remains unpaid 28 days after the due date on the invoice, then the Council may take immediate legal action against the Hirer to recover all monies due.

# 7 Limitations and Exclusions

7.1 The Council does not accept liability for any loss suffered by the Hirer because of any Booking cancellation or unforeseen unavailability of the Facilities.

7.2 The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the Users of the Facilities.

7.3 The Council will not accept liability for any personal injury or loss of life howsoever caused to any Users of the Facilities, unless resulting from negligence on the part of the Council.

7.4 The payment of a booking fee for a sports pitch does not create or cause to create any interest in the land by any means and does not imply any relationship of landlord and tenant.

7.5 The Council may remove (and store if practical) any property left behind by the Users after the expiry of the booking. The Council shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The Hirer is responsible for ensuring that all property is removed and agrees that the Council shall be entitled to dispose of any property left at the Facility because of the hiring and not claimed within 28 days

#  Block Booking Discount

* 1. Block bookings must comply with the following rules to qualify for the block booking discount of 20% (equivalent to two free sessions):
		1. The Hirer must be a school, association, constituted charity or club, or an organisation representing affiliated clubs (such as a local league)
		2. A minimum booking of ten sessions must be made
		3. Each session must be for the same sport or activity
		4. Each session must take place at the same Facilities
		5. The interval between each session must be at least 1 day and not more than 14 days.

8.2 No refund can be provided for the cancellation (by the Hirer) of any sessions of a block booking without invalidating the Discount. If a Hirer chooses to cancel a session within a block booking the block booking discount will be retrospectively removed from all sessions in the block booking and the Hirer will be invoiced for any additional balance due. The consequences of non-payment of any such invoice are as outlined in Clause 6 above.

**PLEASE NOTE: for any problems on site between the hours of 7am and 8.30pm, the mobile number for the duty Park Ranger is 07880 784947**