

**Parks & Leisure Services**
**5-a-side Football Pitch Hire Terms and Conditions**

**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 the Astro Pitches owned by the Council of the Borough of Guildford, at Sutherland Memorial Park

**1. Definitions**

1.1 “Astro Pitch” means the synthetic turf pitches owned by Guildford Borough Council situated at Sutherland Memorial Park

1.2 “Booking” means a reservation of Council Facilities on a specified date, at a specified time and for a specified duration.

1.3 “Council” means the Council of the Borough of Guildford.

1.4 “Facilities” means the place where the activity or sport takes place.

1.5 “Hirer” means the individual (aged eighteen or over), team, body, club, school or organisation who makes the booking.

1.6  “Transaction Number” means the number issued upon confirmation of the Booking.

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

**2. Bookings and Cancellations**

2.1 A Booking will constitute an acceptance of these terms and conditions and must be made by emailing parks@guildford.gov.uk. (Bookings will not be accepted by any other method). A Booking is not complete until it is confirmed by the Council to the Hirer.

2.2 A booking should be made with a minimum of **five working days’ notice** to ensure that a confirmation of that booking can be sent to the Hirer in time. Any booking requests made within this time will be at the discretion of the Council.

2.3 A Booking confirmation must be produced upon request, during any use of an Astro Pitch that relates to the court that is being used.

2.4 Astro Pitch bookings **cannot be cancelled** once made. Under no circumstances can Astro Pitch tickets be refunded or exchanged. (Including for adverse weather conditions on the day of hire).

2.5 An Astro Pitch may only be used for the playing of five a-side football. No other sports may be played and the use of any scooters, skateboards or bicycles is not permitted. Dogs are not permitted on any Astro Pitch

2.6 Bookings made for Users aged 18 years or under will qualify for the reduced youth rate. This charge will not under any circumstance be adjusted retrospectively. Evidence of age may be required. Users aged eleven or under must be supervised by a parent or guardian unless participating in a coaching activity or under the supervision of a school, club, team or other suitable body.

2.7 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 the date of issue of the invoice.

**3. Obligations on the Hirer**

3.1 The Hirer must leave the Facilities in a clean and tidy state after use and is responsible for ensuring that the Facilities are treated in a considerate manner. No smoking, spitting or the chewing of gum is permitted and only water or sports drinks are permitted to be consumed. All litter must be removed at the end of the Booking.

3.2 The Hirer must ensure that all gates, changing room doors and any other entrance points are securely closed before leaving the premises. These must not be left open unattended during the hire period.

3.3 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

3.4 The Hirer is responsible for providing adequate insurance cover for all Users of the Facilities during the Booking period. The council recommends that the use of Facilities is covered under a public liability insurance policy of at least £5,000,000.

3.5 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. Any damage caused by the Users must be immediately reported to the Council by the Hirer at rangers@guildford.gov.uk.

3.6 The Hirer must ensure that all Users of the Facilities associated with their Booking wear appropriate footwear for the playing surface. A multi-studded boot with a stud length of a quarter of an inch will be satisfactory. Any form of metal stud is not permitted as it may be damaging to the surface and increases the likelihood of injury. Flat soled trainers are also not recommended. Any User that is found to be wearing inappropriate footwear will be immediately instructed to leave the facility.

3.7 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) .

3.8 The Hirer must ensure that all Users of the Facilities associated with their Booking park correctly. All vehicles are parked at the owner’s risk and the Council shall not be responsible for any resulting loss or damage.

3.9 Subject to Clause 4.1 below, the Hirer is responsible for providing balls and other associated equipment required in relation to their Booking.

3.10 An Astro Pitch cannot be used without booking in advance and without having received confirmation of the booking from the Council. Any use of a pitch without pre-booking will be retrospectively charged for.

3.11 The sub-letting of any Booking is not permitted.

3.12 It is the hirer’s responsibility to judge whether a court is playable in adverse weather conditions.

3.13 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 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.

**4. Obligations on the Council**

4.1 The Council will provide the Hirer with one Astro Pitch at the Facilities per Booking and access to changing facilities; the Council cannot guarantee the availability of any specific Astro Pitch at any venue.

4.2 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 refund 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. If the Users consider the Facilities to be unsafe or unplayable then the Council must be immediately by telephone at 07880 784947. Any refund in these circumstances will be at the discretion of the Council.

**5. Limitations and Exclusions**

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

5.2 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.

5.2.1 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.

5.2.2 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.

5.3 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.

# **6. Non-Payment of Invoices**

* 1. Should the Hirer not pay any invoice within 14 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.
	2. Full payment will not be deemed to have been received by the Council until all funds have cleared.
	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**

* 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.
	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.
	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.
	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.
	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 and not claimed within 28 days.

**8. 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.
	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 issues on site, the out of office hours Ranger Team mobile number is 07880 784947 between the hours of 7am and 8.30pm.**