

TERMS AND CONDITIONS FOR SEASONAL USE OF FORELANDS PLAYING FIELD & CHANGING ROOM FACILITIES

Adopted: 22nd May 2018

By hiring Foreland Playing Field and changing room facilities you are entering an agreement with Bembridge Parish Council which is subject to terms and conditions. Any breach of these terms and conditions may result in the withdrawal of this agreement and refusal of any future hiring's. Receipt of the signed declaration and indemnity below shall be regarded as your acceptance of the terms and conditions listed below.

Person or persons signing these conditions, who must be 18 years of age or over, shall be deemed to be the hirer/club as well as the club or other body or organisation on whose behalf the booking is made and will be jointly and severally liable to Bembridge Parish Council for the payment of the hiring fees and charges and for strict observance of these conditions of hire.

1. The Cricket field managed by Bembridge Parish Council will be available from the first weekend in April to the last weekend in October. The reason for this restriction is to allow time for reinstatement works to be undertaken and to give the pitches adequate rest before the start of the next season. The Council will carry out grass cutting as necessary through the season.
2. The fees for the 2018/19 season will be:
£435 per senior team
£218 per junior team

Bookings will be accepted on a first come first served basis. If there are capacity issues teams will be informed a season in advance if the booking cannot be accommodated for the following season.

3. The charge for ad hoc friendly matches will be charged at £62.00 for senior teams and £31 for junior teams. Payment must be made at least 7 days before use. The hirer must give at least 7 days' notice of cancellation otherwise the full charge will be levied.
4. Bembridge Parish Council reserves the right to cancel a match at any time.
5. The hire charge will be invoiced in 2 instalments.
Cricket: The first of 60% of the total cost on 1st April and the second of the remaining 40% on 1st July, when the account is rendered, payment must be made within 21 days of the demand.
6. Non-payment of seasonal charges will be reported to the appropriate Cricket association and use of the facilities will be refused and shall only be accepted when full payment of the total fee has been received.
7. Bembridge Parish Council has a duty to collect all monies due regardless of the amount, if necessary legal action will be taken for recovery. This could incur Court and Solicitors fees that will be payable by your club/organisation.
8. Bembridge Parish Council reserves the right to ask for payments in advance for seasonal hire from clubs/organisations that have not paid previous accounts by the due dates in the past.
9. The changing facilities will be equipped with the items listed below with a replacement cost as detailed:
1 broom, dustpan and brush, mop and bucket and bin per changing room (£10.00)
If any items listed are missing or damaged the club/organisation will be liable for the cost of replacement.
10. All hiring's are on the condition that no litter or equipment is left on the fields after matches.
11. Any abuse of the changing rooms which results in the cost of cleaning, over and above the usual requirements, repair of the changing rooms, or replenishment of the contents of the fire extinguishers will be passed on in full to the users of such changing room.
12. Each club/organisation is responsible for use of the facilities during the hiring period. Therefore all costs of repair, replacement of missing equipment (at the cost detailed in clause 9) replenishment etc. shall be

recharged back to the club/organisation. However at multi use sites where responsibility is not admitted this cost will be split between the club/organisations that used the facilities between weekly inspections.

13. During periods of poor weather it will be Bembridge Parish Council's decision as to whether cricket pitches are suitable for use. An inspection will be undertaken the day before any scheduled games, confirmation of cancellations will be confirmed to the club/organisation and the relevant league secretary by telephone or email. If weather conditions deteriorate on the day of play it is the decision of the referee if the game should be played.

14. Bembridge Parish Council will not under any circumstances accept responsibility or liability for:

- a) Any damage to, theft or loss of property or articles placed or left on Bembridge Parish Council property as a result of the hiring
- b) Any accident or injury suffered by any participant or bystander using the facilities in the course of or arising from the hiring unless as a direct result of negligence by Bembridge Parish Council.
- c) Any matches played on pitches which have not been booked through Bembridge Parish Council.

15. A key for the changing facilities is obtainable from Bembridge Parish Council at 5 Foreland Road 01983 874160. Keys should not be loaned to other teams. All key holders are prohibited from making copies of the keys. Keys shall be returned to Bembridge Parish Council after the last game of the season.

16. The club/organisation will be liable for any damage sustained whilst the facility is being used by the team. Each team must ensure that:-

- a) The facility is left in a clean and tidy condition after use including sweeping out and mopping.
- b) That all lights, showers, taps etc. are switched off on leaving the facility.
- c) That the facility is locked during play and on departure of all users.
- d) That all the equipment supplied is returned to the changing facilities and no items are to be stored in any different place. No equipment of any sort may be stored by clubs at Steyne Park except in the equipment store in the toilet block for which permission is required and insurance is the clubs responsibility.
- e) All cricket shoes are to be taken off before entering the facilities and under no circumstances are to be washed off in the showers, wash hand basins or toilet facilities.
- f) Home, away and referee facilities must be swept out after use.
- g) All rubbish is to be placed in the rubbish bins provided.
- h) If any problem is found upon use of the facilities this needs to be reported to Bembridge Parish Council on 01983 874160.
- i) Any use of site equipment is used at the club/organisations own risk.
- j) No glass bottle or glass of any form should be taken into the changing facilities or on the playing fields.

17. Hirers should arrange for suitable first aid equipment and access to a telephone to be available at all times.

18. Users must pay due regard to the proximity of local residents and other users of Steyne Park and Foreland Playing Field and any inconvenience must be kept to a minimum.

19. Any reported incidents of anti-social behaviour or foul language will be taken seriously and may lead to the cancellation of this agreement.

20. Where a club/organisation shares a home ground it is the club/organisation or league fixtures secretaries' responsibility to ensure that sufficient pitches are available. Any duplication of home fixtures must be resolved by the relevant league or club/organisation.

21. Junior teams must submit their fixture list at least 1 month in advance of the start of the season.

22. Clubs/organisations are reminded due to part 1 of the Health Act 2006 there is a no smoking policy.

23. All clubs/organisations **must be insured for public liability** to a sum of not less than £5,000,000 (five million pounds). This is to ensure that Bembridge Parish Council is indemnified against all third party

claims. It is the club/organisations responsibility to effect and maintain adequate insurance cover and must produce satisfactory evidence of such cover on request.

DECLARATION & INDEMNITY 2017/18

I hereby agree to the conditions to which the hiring of Foreland Playing Field and Changing Room Facilities is granted. I declare that our club/organisation herein referred to is insured against third party risks in accordance with condition 23.

Signature.....

Print Name.....

Position.....

Club/Organisation.....

Date.....

CONTACT DETAILS

Club Secretary:

Club Treasurer:

Address:

Address:

Post Code:

Post Code:

Telephone Day:

Telephone Day:

Telephone Evening:

Telephone Evening:

Mobile:

Mobile:

Email:

Email:

The club/organisation agrees that it has received a copy of the terms and conditions of hire for Foreland playing field and changing room facilities at Steyne Park.

The club/organisation applies for the use of the facilities requested on the dates shown overleaf.

Signed: _____ on behalf of: _____

Date: _____

**Please return this form to:
Bembridge Parish Council,
5 Foreland Road, Bembridge, PO35 5XN**