

## Brentwood Borough Council Football & Rugby Seasonal Pitch Hire Terms & Conditions

Football and rugby pitches are available for seasonal hire between September and April each year. Nets will be supplied for matches upon request.

**Due to current Covid 19 government advice, we will not be offering changing facilities and showers at King George's Playing Fields and Warley Playing Fields.**

### Football Pitches Available

Pitch Location	Adult Pitch	Junior Pitch	Mini Pitch
Alexander Lane	0	0	4
Hutton Poplars	0	1	1
Hutton Recreation Ground	1	1	0
Ingrave Johnstone Playing Fields	0	1	0
King George's Playing Fields	4	0	0
Larkins Playing Fields	0	2	1
Warley Playing Fields	3	1	0

### Rugby Pitches Available

Pitch Location	Adult Pitch	Junior Pitch	Mini Pitch
Warley Playing Fields	2	0	0

### Application Process

1. Teams wishing to hire a pitch must complete Brentwood Borough Council's ("the Council") "Application for the Seasonal Hire of a Football and Rugby Pitch(es)" form during the application period, using the link provided on the Council's Football and Rugby webpages.
2. Pitches will be allocated upon receipt of a completed application form. The Council will consider, the payment history of the applicant for the previous season(s) (if applicable).
3. Brentwood based teams (where 75% of the team reside in the Borough) will be prioritised over teams from outside of the Borough.
4. Applications for the hire of pitches will close at midday 20 August 2020.
5. Once the application has been fully considered and approved. Brentwood Borough Council will email a pitch allocation offer to the hirer (the applicant). The pitch allocation offer will contain details of the pitch(es) available for hire. All efforts will be made to ensure teams are allocated pitches at the same location used in previous football/rugby seasons where applicable. The offer will include an acceptance letter which will need to be signed and returned to the Council as confirmation of acceptance of the pitch(es) hire and payment conditions as well as the terms and conditions of hire.

6. Failure to return the acceptance letter within ten working days of the date of the pitch allocation letter will result in the pitch offer being withdrawn and offered to another team.
7. Once the Council receives a signed acceptance form from the hirer and the hirer subsequently changes their mind and wants to withdraw from the agreement, the hirer will remain liable for the season fees as set out in the offer and acceptance letters unless the Council is able to reallocate the pitch to another team for the season.

### **Payment Terms**

- 8 Seasonal hire fees must be paid either:
  - a. within 30 days of receiving an invoice, or
  - b. by Direct Debit in six equal monthly instalments. The hirer must complete and return the direct debit mandate enclosed with the offer letter.
- 9 If the hirers' Direct Debit fails for the first time, the hirer will be permitted one month's grace and two instalments will be taken on the following payment date. If the Direct Debit fails for a second time, the Direct Debit will be cancelled with immediate effect and an invoice raised for the remaining balance owed for the football/rugby season. If the hirers' direct debit fails on two occasions, future instalment plans will not be permitted.
- 10 Manual payments of instalments are not permitted.
- 11 Any late or missed payments will result in suspension of the football/rugby club's right to play on Brentwood football/rugby pitches until the required payment is made. There will be no exceptions to this condition.

### **Conditions of Hire**

- 12 To maintain a reasonable pitch surface, pitches will only be available for a maximum of two games each on a Saturday and Sunday, and for an occasional mid-week game. Pitch playability will be at the discretion of the Deputy Operations Manager or the FA referee prior to play.
- 13 The football/rugby season extends from the first Sunday in September (for teams an A week) and to the last Sunday in April (for teams allocated a B week).
- 14 No refunds will be given for any pitch that is not used. The Council reserves the right to allocate pitches to occasional users when not required by the hirer.
- 15 The hirer will only use the pitch as a football/rugby pitch as marked out.
- 16 The hirer shall not use the pitch in a way which causes any nuisance, damage, disturbance, annoyance, inconvenience, or interference to any neighbouring or adjoining properties, other users, the public or our staff.
- 17 Litter bins are provided, however players and spectators must ensure they remove all litter from the pitches and side lines after use.

- 18 The hirer shall not do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the pitch or which might or would make invalid in whole or part any insurance held by the Council in respect of the pitch.
- 19 The pitch hire fees do not include the cost of insurance against the pitch hirers liability for any damage or injury which their activities may cause both to themselves or to other persons or property.
- 20 The hirer must arrange and keep in force insurance against all risks associated with their activities The Hirer must obtain public liability insurance, to a minimum value of £5,000,000, to protect against all claims arising out of their conduct of business at the pitches, other than that due to the Council's negligence. Such cover may be independently obtained from insurance companies, but it may be possible to secure public liability insurance cover through affiliation to a sporting body for a reduced fee. The hirer must provide a copy of their public liability insurance certificate with their application form.
- 21 The hirer must undertake and provide a copy of their COVID 19 risk assessment.
- 22 The hirer must notify the Council of serious injuries sustained by players (of either team), by the end of the first working day, after the fixture. Information submitted must include the date and time of the incident, name of person(s) injured and contact details as well as a full description of how the incident occurred and the type of injuries sustained.
- 23 The Council shall not be liable for any injuries, damages, loss, or any other liability which is not caused by the Councils negligence. The hirer agrees and hereby indemnifies the Council against any claims for such injuries, damages, or any other claims in relation to this agreement.
- 24 Sub-letting of pitches and/or changing rooms is not permitted without the prior written consent of the Council.
- 25 Verbal and physical abuse of council staff will not be tolerated, and such behaviour may result in the cancellation of any hire agreement. Fees will not be refunded should the hire agreement be cancelled where the cancellation is due to the abuse of council staff.
- 26 Any requests for amendments to allocated games, for example extra pitches for cup matches, must be made in writing to the Operations Manager, Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY or via email to [enquiries@brentwood.gov.uk](mailto:enquiries@brentwood.gov.uk)

### **The Council's Responsibilities**

- 27 The Council arranges for the preparation and marking out of the pitches and the supply of posts. Corner flags and nets are available for use at some sites. The erection and return of corner flags and nets is the responsibility of the pitch hirer. Failure to return equipment may result in charges being levied against the hirer.
- 28 The Council gives no warranty that any pitch is legally or physically fit for any specific purpose.

- 29 The Deputy Operations Manager or other authorised official of the Council shall be the sole judge as to the fitness of the grounds for play. The Council reserves the right to close, without previous notice, any ground unfit for play owing to weather or other conditions.
- 30 The Council will make every effort to permit the playing-off of cancelled matches at weekends or in the evenings, without obligation to refund any fees or guarantee the playing of these matches.
- 31 The Council will update its website on either a Thursday or Friday each week to advise if pitches are playable for the coming weekend. It is the sole responsibility of the hirer to check this information and notify their team(s) before the fixture. Where pitch playability is uncertain and it is left to the referee to decide, the referee's decision is final. Any team that ignores the referee's decision and continues to play will be liable for any damage to the pitch surface and for any personal injuries sustained by players and/or other persons.
- 32 Clubs found to be in breach of any terms and conditions of hire are liable to suspension by the Council. The decision of the Deputy Operations Manager shall be final. Refunds will not be payable if suspended and the total hire fee will be charged.
- 33 Any variation of this agreement must be made in writing between the parties.
- 34 All queries in the first instance must be made, in writing to the: Deputy Operations Manager, Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY or via email to [enquiries@brentwood.gov.uk](mailto:enquiries@brentwood.gov.uk)
- 35 These Terms and Conditions shall be governed by the Laws of England and Wales. Both parties agree that any dispute will be dealt with under the sole Jurisdiction of the English Courts.