

BOOKING CONDITIONS AND REGULATIONS FOR THE HIRE OF SPORTS PITCHES AND ASSOCIATED FACILITIES

Definitions and Interpretation

For the purposes of these Booking Conditions and Regulations, the following terms shall have the meanings set out below:

Booking means a reservation for the use of a Pitch, Facility or associated Council-owned area made by a Hirer and confirmed by the Council.

Club means any sports club, team, league, association, school, organisation or other group applying to hire or using the Facilities.

Council means Havant Borough Council and includes its employees, agents and authorised representatives acting in connection with the management, operation and administration of the Facilities.

Council Contractor means any contractor, service provider or agent authorised by the Council to manage, inspect, maintain or administer the Facilities on the Council's behalf, including (where applicable) Norse Southeast Ltd as pitch maintenance provider or any successor organisation.

Facilities means all sports pitches, cricket squares, artificial strips, changing rooms, pavilions, car parks, spectator areas, access routes and any other land, buildings or equipment owned, occupied or managed by the Council and made available for hire.

Fixture means any scheduled match, game, competition or sporting event taking place on a Pitch under a Booking.

Hirer means the individual, Club, team, organisation or other entity making the Booking and accepting these Conditions. Where a Booking is made on behalf of a Club or organisation, both the individual making the Booking and the relevant Club or organisation shall be jointly responsible for compliance with these Conditions.

Home Team means the team responsible for arranging the Fixture, making the Booking and complying with the obligations set out in these Conditions.

Pitch means any football pitch, cricket pitch, playing field or other sports playing surface made available by the Council for hire.

Responsible Person means the individual nominated by the Hirer who:

- is at least 18 years of age;
- acts as the primary contact for the Booking;
- is authorised to act on behalf of the Hirer; and
- is responsible for ensuring compliance with these Conditions.

Safeguarding Lead means the individual appointed by a Club, team or organisation with responsibility for safeguarding children and vulnerable adults and for dealing with safeguarding concerns.

Terms and Conditions or **Conditions** means these Booking Conditions and Regulations, as amended by the Council from time to time.

Use includes occupation of, access to, participation in activities on, or any other use of the Facilities by the Hirer, its players, officials, spectators, guests, invitees and visiting teams.

Terms and Condition of Hire

Information Required All teams seeking to hire are required to complete the registration undertaking form.

Undertaking form will require information relating to:

- Responsible Persons details (for bookings).
- Copy of Insurance details
- Safeguarding Lead/Officers contact details
- Copy of safeguarding policy/procedures.

Confirmation you have read these terms and conditions.

Football:

Football pitches are available for hire from September until April as per the dates specified by the sports hire team.

At the time of booking the following information must be provided as per the form provided by the Council.

- Date and time of fixture.
- Adult, Junior or mini soccer.
- The size of pitch required
- The preferred location for the fixture.
- Number of pitches required.
- Whether Council facilities are required
- Hants FA affiliation number

Cricket:

Cricket Pitches hire is available for hire from April to end of August as per the dates specified by the sports hire team.

- Date and time of fixture
- Adult or Junior players
- Grass or Artificial Strips
- The preferred location for the fixture.
- Number of pitches required
- Whether Council facilities are required

The Council reserves the right to ask for further particulars regarding any proposed bookings prior to final approval.

Clubs & Hirer Club must designate a single point of contact for all bookings and cancellations.

- (a) The person hiring the facilities must be 18 years of age or over and will be deemed to be the Hirer and personally responsible for the payment of hiring charges to Havant Borough Council together with ensuring the security and cleanliness of the buildings.
- (b) If the Council receive any booking or cancellation requests from someone who isn't either the main contact or back up contact these will not be processed.

- (c) The Council must be notified of any changes to the details provided by the Hirer; such as contact details and treasurer information.

**Charges &
Invoicing**

The charge for the hire of the pitches shall be in accordance with the Council's current fees and charges.

- (a) The Council will charge the full pitch booking fee should the pitch be booked and used for training.
- (b) Invoices will be raised and sent to the designated member following the end of each calendar month. Invoices must be paid in the period specified within the invoice.
- (c) Clubs found using single bookings for multiple matches will be suspended from booking sports pitches within the Borough
- (d) The Council reserves the right to forbid, suspend or ban the use of pitches to clubs or leagues in the event of a breach of these conditions.

Bookings

Clubs must book and pay to use Council owned sites and facilities.

- (a) A booking shall not be confirmed or binding on the Council unless and until the Council has issued written confirmation of the booking and the Hirer has accepted these Conditions.
- (b) Only one match can be booked per timeslot. If multiple matches are found to be played during a single timeslot this may incur additional hire fees, temporary or permanent suspension from hire if deemed intentional and or repeatable action in breach of this condition. If the Council deems necessary, an investigation will be completed and any suspension in place will remain until resolved or normal operations permitted to resume.
- (c) Wednesday 10am will be the last day and time that a booking will be accepted for a fixture to be played the following weekend.
- (d) Clubs are to give at least 5 full working days' notice to the cancellation of fixtures. Hire fees will not be refundable during this period.
- (e) If you require use of council owned changing facilities this must be indicated within your booking form and will incur additional charge.
- (f) The council is not responsible for changing facilities that are not owned and managed by Havant Borough Council.
- (g) All electrical appliances must be tested before use at any Council building. Clubs must not use portable television sets at any pavilion/changing room. Evidence that the item of electrical equipment has a current PAT testing certificate will be required.
- (h) Clubs are required to block book all season fixtures in advance prior to the start or at the start to the sports season using the provided booking forms.
- (i) Please do not book pitches to accommodate all your teams playing at home before fixtures are known.

- (j) The Hirer shall not transfer the benefit of the hiring to any other person or organisation.
- (k) Clubs/Teams shall not sub hire pitches to any other club or user.
- (l) Clubs found to be sub hiring council owned site may be subject to an investigation at the council discretion Adult and Junior teams are permitted to play in the same location and timeslots when playing on sites with multiple pitches.
- (m) As part to the undertaking form, clubs/teams must provide the contact details the safeguarding lead/officer and a copy of your policy or procedures. Please refer to the Safeguarding section for more details.
- (n) Bookings slots can take place Monday to Sunday. Please refer to the using the specified days and timeslots listed either on the Councils website or per pre-season letter from the Council.
- (a) The Hirer must ensure that the match starts and finishes at the specified time.

Cancellations 1. All Cancellations

- (a) The Council reserves the right to cancel the hiring at any time if the pitches are deemed unfit or unsafe to play.
 - (b) The Council reserves the right to cancel, postpone, suspend, or relocate any fixture or booking where this is reasonably necessary for operational, health and safety, maintenance, environmental, weather-related, or other legitimate management reasons, including where a pitch, facility, or associated area is considered unsafe, unsuitable, or unfit for use.
 - (c) Where a fixture or booking is cancelled, postponed, suspended, or relocated for such reasons, the Council shall not be liable for any expenditure incurred by the Hirer or for any indirect or consequential loss, damage, cost, or expense suffered by the Hirer or any other person arising from, or in connection with, the cancellation, postponement, suspension, or relocation.
 - (d) In such circumstances, the Council's liability shall be limited to the refund of any fees paid in respect of the affected booking, where applicable.
 - (e) The Council will use reasonable endeavours to provide as much notice as practicable of any cancellation, postponement, suspension, or relocation.
- 2. Cancellation of fixtures by a club**
- (a) The Council requires 5 working days' notice of the cancellation of fixtures.
 - (b) If less than 5 working days' notice is given, the full booking fee shall remain payable unless the Council agrees otherwise in writing.
- 3. Cancellation due to inclement weather**
- (a) The Council's decision to cancel any fixture due to inclement weather is final and no charge will be made for this booking.
 - (b) Clubs found to be ignoring this and playing after a decision to cancel will be charged the full hire fee and any damages relating to pitch damage. Clubs may also be at the risk of forfeit future bookings

- (c) If your Club/Team deems the ground unfit this information MUST be emailed to Havant Borough Council within 24 hours of the fixture or you may be charged for the pitch.

4. Cancellation due to Force Majeure

- (a) The Council shall not be liable for any failure to make the Facilities available where this is due to events outside its reasonable control, including severe weather, emergency works, safety concerns, public health restrictions, utility failure, vandalism or closure required by law or public authority.

Responsibility It is the responsibility of the home team to make the necessary provisions.

- (a) Subject to (b) The Council shall not be liable for any death or personal injury to the Hirer or any other person, nor for any loss of or damage to property belonging to the Hirer or any other person, arising out of or in connection with the Hirer's booking and use of any associated facilities (including but not limited to the use of changing rooms, toilets and showers).

Notwithstanding any other provision of this agreement, the liability of the parties shall not be limited or excluded in any way in respect of the following:

- (i) death or personal injury caused by their own negligence, or negligence by a person on behalf of the party;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) any losses caused by wilful misconduct; or
 - (iv) any other liability which cannot be excluded or limited by applicable law;
- (b) There is no access to emergency telephones at the sites.
 - (c) It is the responsibility of the home team to make the necessary provisions to contact the emergency services.
 - (d) Similarly, clubs must make their own arrangements for the provision of First Aid and facilities.
 - (e) All teams/clubs using the Council's pitches must have adequate public liability insurance cover. Havant Borough Council will approve teams/clubs' insurance before playing on any of the Council's pitches.
 - (f) The Match and all attendees home or away does not disrupt other users of the area or members of the public.
 - (g) The Hirer shall indemnify the Council from and against all actions, costs, claims or demands whatsoever arising under statute or common law (subject to the exclusions at (b)) or in consequence of the licence hereby granted to use the pitches, and shall obtain a public liability insurance policy with an indemnity from £2,000,000 (Two million pounds), noting the Council's interest thereon, a copy of which is to be submitted to the Council.
 - (h) The pitches shall not be used for any purpose other than that stated in the application booking.

- (i) The Hirer shall reimburse the Council on demand for the reasonable cost of repairing, replacing, cleaning and/or making good any damage to the pitches and associated facilities (including changing rooms) whether caused by the Hirer, its players, officials, spectators, guests, or others associated with the match booking. Facility inspection and assessments will be completed by authorised Contractor or the Council
- (j) Any accidents/ incidents or near misses that take place on Council owned property must be reported to the Council as soon as possible post the incident. This includes; Abusive behaviour towards council staff, Alcohol or drug related incidents, Nuisance to residents/anti-social behaviour, Noise or Littering, behaviour related to the safeguarding of young persons and venerable adults, incidents where the emergency services were in attendance.
- (k) Any incidents may be investigated by the Council and could affect future booking terms.

Safeguarding The hirer is responsible for the safeguarding of Children and Vulnerable Adults during every match. The Council may not permit you to book fixtures if your club/team does not have an appropriate safeguarding lead/officer in place.

- (a) By accepting these terms, you are confirming responsibility for your team and visiting teams during match fixtures as per this agreement and the hiring organisations safeguarding policy.
- (b) In absence of an organisation's safeguarding policy, the principles of the council's own safeguarding policy will be followed. [Safeguarding and modern slavery | Havant Borough Council](#)
- (c) Teams must have a designated Safeguarding Lead/officer for all fixtures. This must be confirmed when completing the undertaking form.
- (d) Any incidences should be reported to the Councils Safeguarding team and sports Hire booking team using the following contact details. Listing date, and description of the incident.
safeguardingteam@havant.gov.uk
HBCsportsbooking@havant.gov.uk

Condition of Premises and Surrounding Areas The Hirer shall be responsible for use of the whole premises and pitch provisions.

1. Facilities

- (a) his/her/their team and his/her/their opposition for keeping the pitches and premises, both inside and outside, clean and tidy
- (b) Ensuring that all lights, taps, showers and other equipment in the changing rooms are turned off; doors and windows are closed, gates and security shutters to the sports ground (where applicable) are shut before leaving.
- (c) Council facilities that are not left in a clean condition, will automatically be charged to the Hirer under reasonable costs of cleaning. The Hirer will be subject to a minimum charge of £25.00.

- There will also be a charge to cover any costs of vandalism caused, where doors are not properly secured and illegal access is gained.
- (d) Any problems noted upon arrival at the changing facilities or the pitch area should be reported in the morning following the game.

2. Cars & Vehicles

- (a) The Hirer shall ensure that all cars and other vehicles connected with the hirer or their group / club are parked in the car parks provided, or in some other place so as not to obstruct any public or private right of way or be a nuisance to any person.
- (b) The Hirer shall not bring cars or other vehicles onto the grassed areas of the sports ground or allow them to be brought there. Unless for emergency services access.
- (c) The Hirer shall comply with all the bye laws and regulations in force and with all requirements of the Council.
- (d) Clubs may lose their booking or right to booking if parked vehicles do not comply with these guidelines.

3. Trespass

- (a) Where playing facilities located in the vicinity of residential areas, places of business. Clubs may only access private property when it is necessary to collect their ball.
- (b) clubs are reminded that unless consent from the owner has been sought, you are requested not to enter private property which may be considered as trespass.
- (c) Should evidence of trespass and abuse to residents or business owners be proven, the Council will cancel the hiring and terminate any further bookings.

Obligations

1. The Council

The rights and obligations of the Council under this agreement shall automatically vest in any statutory successor, shadow authority, or new unitary authority taking over the functions of the Council pursuant to any Local Government Reorganisation under the Local Government and Public Involvement in Health Act 2007 or other relevant legislation, without requiring further consent'