



## Sport & Recreation

# APPLICATION FOR HIRE OF BRIERTON 3G PITCH 2018

For bookings between 1<sup>st</sup> January 2018 – 31<sup>st</sup> December 2018.

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### APPLICANT

Name of applicant .....

Name of team/organisation/club (if applicable) .....

Does your team/club have Charter Standard or Club Mark accreditation (if relevant)

Please tick                      Yes [ ☐ ]                      No [ ☐ ]

Address .....

.....

Position in organisation ..... Contact no .....

Email address .....

Invoice Name .....

and address .....

*(If different* .....

*from above)* .....

Position in organisation ..... Contact no .....

Email address .....

Nature and purpose of organisation .....

Nature and purpose of Hire (sport/activity/coach education etc) .....

.....

## **Hire Period**

Date(s) required .....

Period of Hire: from ..... (am/pm) to ..... (am/pm) *(must be on the hour)*

Approximate age of participants .....

Number of players per side .....

Gender of participant's male / female / both

Please tick:

☐ Seven-a-side pitch 1                      ☐ Seven-a-side pitch 2                      ☐ Seven-a-side pitch 3

☐ Eleven-a-side Pitch *(only available on weekends)*

## **INSURANCE DETAILS** - PLEASE ATTACH A COPY OF A VALID INSURANCE POLICY

Please give details of the Insurance Company you intend to use to provide Insurance/Indemnity to cover the period of hire:

Name of company .....

Address .....

.....

..... Contact no .....

Policy Number .....

**PLEASE INSERT THE MINIMUM AMOUNT OF PUBLIC LIABILITY INSURANCE ALLOWED ON THE ABOVE POLICY.**

£ .....

### **THE COST OF HIRE WILL BE THAT APPLICABLE AT THE DATE OF THE EVENT(S)**

**See attached Terms and Conditions**

If the hirer refuses or fails to comply with any of the Conditions of Letting or with any instruction conveyed by the Booking and Events Officer, the hirer, his agents or employees may be excluded from the hired premises until compliance is made. No such exclusion shall absolve the hirer of his/her obligations under the Conditions of Letting.

PLEASE NOTE: Any goods/equipment left by any person during or after the period of hire are left at their own risk. The owners must make their own insurance arrangements. The Council will not accept responsibility for any loss/damage to any goods/equipment, howsoever arising.

I HEREBY AGREE TO OBSERVE AND PERFORM ALL CONDITIONS OF LETTING ATTACHED  
HERETO AND REFERRED TO ABOVE, IF THE APPLICATION IS ACCEPTED.

Signed .....

Date .....

**INTERNAL CLIENTS ONLY PLEASE DETAIL THE FOLLOWING:**

Cost centre .....

Department code.....

Product code .....

**ACKNOWLEDGEMENT**

With reference to the above, I am pleased to inform you that the facilities you require are available. A booking has been made for you and the charge will be:

£.....

..... (Booking and Events Officer)

Dated.....

**FOR OFFICE USE ONLY**

Booking accepted by.....

Date.....

**HARTLEPOOL BOROUGH COUNCIL**  
**TERMS AND CONDITIONS FOR BRIERTON 3G PITCH**

**1. DEFINITIONS**

- ◆ "The Council" means Hartlepool Borough Council.
- ◆ "The Hirer" means the person who signs the application form. If that person is hiring the Premises on behalf of an organisation, the "Hirer" means the person signing the form AND the organisation.
- ◆ "The Facilities" means the Facilities stated in the application form.
- ◆ "The Facilities Manager" means person employed by Hartlepool Borough Council to manage the facilities.

**2. APPLICATIONS**

All correspondence and applications for the hire of the facilities covered by these terms and conditions must be made to the **Facilities Manager, Brierton Sports Centre, Brierton Lane, Hartlepool, TS25 4BY**

**3. ACCEPTANCE**

All applications are subject to approval by the Booking and Events Officer or his/her appointed nominee, who may decline an application without giving a reason. The agreement for hire will not come into effect until the application is countersigned by the Booking and Events Officer or their representative.

**4. HIRER**

The Hirer must be over 18 years of age. The Hirer will be the person who signs the application form. If the hiring is on behalf of an organisation, the Hirer will be the person signing the form AND the organisation.

The Hirer will be responsible for payment of the hire charge and for ensuring that these conditions are complied with throughout the hire period.

**5. HIRE CHARGES AND PAYMENT**

The hire charge will be the charge (one off or repeat hire) applicable for the premises at the time of hiring. Upon approval of the application, the Booking and Events Officer will determine if a deposit is required. The Hirer will pay the charge and any deposit before the date of hiring. The Booking and Events Officer may refuse to accept payment by cheque. Special arrangements may be made for repeat bookings.

**6. ACCESS TO PREMISES**

The Facilities Manager may refuse access to the premises if:-

- (i) the hire charge has not been paid in full;
- (ii) the Hirer has not complied with these terms and conditions.

The Facilities Manager shall have absolute right to control and access to all parts of the premises at all times.

**7. USAGE**

The Hirer shall use the premises for the purpose specified in the application form and for no other purpose. If it appears that the Hirer proposes to use the premises for any other purpose, or in any way to cause damage to the facilities, The Booking and Events Officer may cancel the booking and any further booking by that person and/or group. Any deposit paid will not be refunded.

**8. CARE OF PREMISES**

Glass bottles are not permitted in the changing rooms.

All property brought onto the premises during the hire period shall be removed before the end of the period of hire and the premises shall be left in a clean and tidy state.

Any wilful damage will result in prosecution.

**9. FOOTWEAR**

Strictly no metal studs or bladed football boots are to be worn. They are not covered by insurance and will damage the surface. Anyone found to be wearing these types of footwear will not be able to participate in activities on the Synthetic Grass Pitch. Repeated offences may result in bookings being cancelled, and individuals may be permanently stopped from using the facilities. It is the individual's responsibility to ensure the correct footwear is worn, and the group leader's responsibility to ensure all participants comply with these rules. Trainers are acceptable; however, we would encourage the use of Astro or Moulded Boots.

**10. SUPERVISION**

The Hirer will be responsible for:-

- (i) the preservation of good order and decency;
- (ii) the efficient supervision of all members of the Hirer's group during the period of hire, including the orderly and safe admission and departure of people to and from the premises and the safe and orderly clearance of the premises in case of emergency under the direction of centre staff.
- (iii) ensuring the number of persons admitted to the premises does not exceed the maximum number stated on the application form;
- (iv) ensuring that all parts of the premises are vacated at the end of the period of hire;
- (v) close liaison with the Centre staff to ensure the safe and efficient management of the event.

#### **11. TIME LIMITS FOR HIRING**

Hiring's on weekdays shall terminate not later than 9pm with floodlights, and 10pm without floodlights, on weekends not later than 5pm. In special circumstances and for reasons which appear reasonable and proper, the Facilities Booking Co-ordinator may extend these times.

#### **12. FURNITURE/EQUIPMENT**

Furniture and equipment shall not be moved except by prior arrangement with The Booking and Events Officer. The Centre staff shall be responsible for all such removals.

#### **13. SMOKING AND INTOXICATING LIQUOR**

All buildings are no smoking zones; smoking is prohibited in all buildings, this includes the use of e-cigarettes. No intoxicating liquor may be brought onto or consumed on the premises at any time.

#### **14. GAMING**

No gaming is allowed, except where, in accordance with the conditions of the Gaming Act 1968 s.41, the gaming is carried out at an entertainment promoted for raising money for purposes other than private gain. Written permission is required. A copy of these conditions is available for inspection at the Civic Centre during normal office hours and the Hirer shall be deemed to have knowledge of the contents thereof, whether or not he/she has availed him/herself of the opportunity of inspection.

#### **15. COPYRIGHT**

The Hirer shall comply with all of the provisions of the Copyright Designs and Patents Act 1988 and any subsequent amendment thereto. The Hirer shall indemnify the Council against all actions, proceedings, Costs, claims and demands whatsoever, arising out of the performance of copyright works on the premises during the hire period.

#### **16. LEGAL REQUIREMENTS**

The Hirer shall comply with all statutory regulations and enactments relating directly or indirectly to the hire of the premises.

#### **17. INSURANCE/INDEMNITY**

The Hirer shall indemnify the Council against all actions, proceedings, claims and demands whatsoever which may arise directly or indirectly from the hiring.

The Hirer shall produce the Certificate of Public Liability Insurance to The Booking and Events Officer upon 24 hours' notice. The Booking and Events Officer reserves the right to cancel the hire, if the Hirer fails to produce a valid certificate of insurance upon demand.

#### **18. RUGBY USAGE**

Hartlepool Borough Council will not be held responsible for any injury (or loss of property) to any person suffered while playing, practicing, or in any other way involved in the game of contact rugby and exclude, to the fullest extent permitted by applicable laws, and save in respect of death or personal injury arising from our negligence, all liability of any claims, losses, demands or damages arising directly or indirectly out of, or in any way connected with, your use of, or inability to access the rugby pitch at Brierton Sports Centre.

Only non contact rugby is permitted on the 3g pitch at Brierton Sports Centre. This is including tag rugby. The playing of contact rugby is not permitted as this may cause damage to the surface of the pitch. If anyone is found to be playing contact rugby on the pitch the hire agreement will be cancelled, and full hire charges will be applicable.

#### **19. CLUB REQUIREMENTS**

Hartlepool Borough Council would like to see Clubs and Teams have qualified Coaches, a Child Protection Policy and a First Aider. If you would like more information and advice on how to obtain the aforementioned, you can contact the Sport and Physical Activity Team on 01429 284050.

It is recommended that Clubs and Teams have a qualified Coach and a First Aider. Clubs and Teams who have a junior section or work with children, it is expected that they have or are working towards a Child Protection Policy. For further information or help in attaining the qualifications, please contact the Sports and Physical Activity Team on 01429 284050.

## **20. SUB-LETTING**

The Hirer shall not sublet the premises or any part of it. If the Hirer sublets or attempts to sublet the premises, the hire agreement will be cancelled, the charges paid forfeited and the Hirer and the Sub-Hirer will be excluded from the premises.

## **21. GRATUITIES**

No employee of the Council is permitted to demand or accept any gratuity.

## **22. CANCELLATION BY THE COUNCIL**

Sport & Recreation may cancel the hiring if:-

- (i) The Booking and Events Officer considers that there has been or may be a breach of these conditions;
- (ii) the premises are unavailable for hire on the day required by the Hirer;
- (iii) the weather or ground conditions make play dangerous or unsuitable.

In the event of cancellation by The Booking and Events Officer, any hire charges and deposit already paid, will be refunded to the Hirer. The Council will not be held liable or required to pay compensation for any loss sustained as a result of, or in any way arising out of, the cancellation of the hiring.

## **23. CANCELLATION BY THE HIRER**

Subject to the requirements of The Booking and Events Officer, the Hirer will be allowed to cancel or postpone bookings on the following conditions:-

- (i) if more than 8 days' notice is given, a cancellation fee may be payable;
- (ii) if less than 8 days' notice is given, full fees may be payable.

## **24. COMPLAINTS**

Complaints concerning the management of the premises or arrangements made in connection with the hiring should be made, in writing, to The Booking and Events Officer within 72 hours of the occasion of each complaint. The Council has a corporate complaints procedure which may be use.