

# BARNSELEY METROPOLITAN BOROUGH COUNCIL

## PARKS SERVICES

### CONDITIONS AND REGULATIONS GOVERNING THE LETTING OF FOOTBALL GROUNDS AND, WHERE AVAILABLE, CHANGING ACCOMMODATION

- 1 Football Grounds are let on the understanding that the Council will not entertain any claims in respect of personal injury which may arise from the use of or the condition of the ground or otherwise.
- 2 **The Parks Services Manager, or their representative, is authorised to prohibit play if, in their opinion, it would from any cause be detrimental to the turf. Further, it is the responsibility of the Club to act in accordance with the Rules and Bylaws of the Football Association under whose authority the relevant competition / league is organised relative to such contingency.**
- 3 The Parks Services Manager, or their representative, shall be the final authority in all matters appertaining to the use of the ground and, where available, accommodation.
- 4 The Council and their Officers, Agents or Servants will not, under any circumstances, accept responsibility of liability in respect of any damage to, or loss, theft or removal of property, articles or things whatsoever placed or left in the grounds or accommodation by hirers or other persons, and the hirers shall indemnify the Council and their Officers, Agents and Servants from and against all claims demands, actions and proceedings in respect of any such loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.
5. **It is the football club's responsibility to check the playing surface and football posts before commencement of play for objects or defects that may be deemed to cause injury to players, officials, and spectators.**
- 6 Hirers will be responsible for any damage to or loss or theft of any equipment or accommodation provided by the Council, and shall repay to the Council, on demand, the cost of reinstating or replacing any equipment or accommodation which shall be damaged, destroyed, stolen, or removed during the period of their letting.
- 7 Pitches will only be allocated when the necessary charges have been paid in accordance with the current scale of charges approved by the Council.
- 8 Sub-letting of grounds is strictly forbidden.
- 9 The charges levied are for approved League and Cup games only.
- 10 The Council will assume responsibility for the provision, erection, and repair of goal posts. **Once erected these posts must not be removed unless by the Council.** Goal nets and corner flags must be provided by the club.
- 11 Initial marking out of the pitch will be carried out by the Council, thereafter it is the responsibility of the Club to maintain all markings to the satisfaction of the referees or leagues. **(The unauthorised use of any pesticide / herbicide is not permitted to overmark pitch lines).**
- 12 **During the closed season, generally end of May to Mid-August (dates will be confirmed on your hire forms) Teams must not organise friendly games, cup matches and or training sessions (Junior teams 9v9 and below that don't require fixed posts, please contact BMBC Parks Services for prior permission for training options) on their allocated council pitches or**

**other council pitches. This is to allow BMBC to carry out essential pitch maintenance but more importantly allow the time for works to take effect.**

**Any team found to be in breach of these conditions will be reported to the relevant League for action, and if this persists, may lose their allocated pitch hire.**

- 13 There will be no refunds given on monies paid for the hire of a pitch if the club defaults on its fixture list or withdraws from the League.
- 14 **The buildings are not to be used for the preparation of food including tea/coffee etc, or the storage of perishable substances, without written permission from the Manager of Parks Services. Other items such as gas bottles, barbecues or other flammable/toxic substances must not be stored in the pavilion.**
- 15 Clubs must first register with the Environmental Officer under the Food Premises (Registration) Regulations 1991 before written permission will be considered. All clubs in breach of the above lend themselves to forfeit all use of the facilities without refund.
- 16 **Clubs will be responsible for cleaning the pavilion throughout the season. The Council will carry out periodic inspections of all pavilions. Failure to meet minimum cleaning standards could result in the facility being withdrawn.**
- 17 **Clubs will be responsible for the removal of all litter associated with the playing of said matches ie. Tape, bottles, cans etc. Spot checks will be made by BMBC Enforcement Officers, and any team found to be persistently littering will be dealt with in accordance with enforcement regulation Section 87 of the Environmental Protection Act 1990.**
- 18 Football teams and visitors should park their vehicles in the appropriate car parking area. No vehicle will be allowed on or near the playing surface. The Council will not allow any parking of vehicles on the grassed areas. Clubs shall ensure that vehicles are parked to avoid the blocking of footpaths or entrance gates, leaving access for emergency vehicles, and be respectful of residents if parking on street within residential areas.
- 19 The club will be responsible for the conduct of the players and supporters and must ensure that during the period of hire shall not cause offence to the surrounding proximity.
- 20 The use of mobile floodlights must not be used without approval from the Council.
- 21 Clubs must not fit their own locks to site without prior permission of the Council. Copies of all keys will be required to enable Neighbourhood Services to carry out maintenance, additional charges may be incurred should access not be available.
- 22 **Invoices for the hire of the pitch / facilities will be sent out prior to the start of the season. The amounts shown on the invoice must be paid by the dates stated on the invoice. Failure to pay the fees by the dates shown will result in the use of the pitch / facilities being withdrawn.**
- 23 The club and hirers shall ensure that any portable electrical equipment used on the premises shall comply with the Electrical at Work Regulations 1988.
- 24 Should you require further information please contact Parks Services, Telephone (01226) 774353.
- 25 Clubs are required to adhere to Government guidelines regarding Covid-19, and the Authority's Policy for Equality and Diversity.

**Your information will be processed in accordance with the principles of the general data protection regulations.**

**The Personal Information you provide will be used by Barnsley Council to process your application for hire of a football pitch. In addition to this, Barnsley Council may share your name and contact phone number with other teams who have applied for the same football pitch to enable you to discuss your fixture commitments.**

**Please can you sign below to authorise us to share your contact details with other teams, and return as soon as possible.**

**Signed ..... Dated .....**

**On behalf of ..... Football Club**