

## **BARNSELY METROPOLITAN BOROUGH COUNCIL PARKS SERVICES**

### **Conditions of Hire for Football Grounds and Associated Facilities**

In these Condition of Hire

- The Council means Barnsley Metropolitan Borough Council
  - The “Hirer” means the party completing the booking for the use of the Facility, inclusive of its members and which is thereby contracting with the Council
  - The “Facility” means the football ground, changing rooms, club house, toilets, showers, car parking and any other areas of the grounds or facilities to which the Hirer is provided access during the Hire Period in accordance with the scope paid for in the booking
  - The “Hire Period” means the period during which the Hirer is provided with access to the Facility in connection with the booking
  - “Permitted Purpose” means the use of the Facilities for football matches, training sessions and competitions in accordance with the scope paid for in the booking application
  - “Participants” means the Hirer and any other person or groups of persons who, in connection with the Permitted Purpose (whether as players, spectators, officials, or otherwise) attend the Facility during the Hire Period.
1. The booking constitutes a contractual licence to use the Facility for the Permitted Purpose and nothing in this agreement shall cause or imply the existence of a tenancy or other interest in land.
  2. Pitches will only be allocated when the necessary charges have been paid in accordance with the current scale of charges approved by the Council.
  3. The charges levied are for approved League and Cup games only.
  4. No refunds will be provided for cancellation of pitch hire once booked.
  5. 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.
  6. 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 Participants.
  7. 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).
  8. 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
  9. 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.
  10. 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. The Hirer shall ensure that the Participants comply with any instructions issued by the Parks Service Manager.
  11. Participants may be asked to leave the Facility at the discretion of the Parks Service Manager in the event of any breach of these Conditions of Hire or any other behaviour which in the reasonable opinion of the Parks Service Manager is inappropriate, dangerous, anti-social or

is causing a nuisance or disturbance. Any Participant refusing to promptly leave the site upon request will be trespassing and the Council may take appropriate enforcement action to remove them from site and recover any associated costs from the Hirer.

12. The Hirer shall not:
  - a. do or permit to be done anything in the Facility which is illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to the Council or to any other customers of the Council, or any owner or occupier of neighbouring property
  - b. permit or allow the consumption or use of any illegal substances on the Facility
  - c. permit or allow smoking or vaping in the Facility except within designated outdoor areas
  - d. permit or allow consumption of alcoholic beverages in the Facility except within licenced areas and in accordance with the law
  - e. display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Council
  - f. instal any fixtures or fittings at the Facility (save for goal nets and corner flags) or make any adjustment or modification to any equipment provided by the Council, without the prior written consent of the Council
  - g. alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Facility, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Council
  - h. leave the Facility in a clean and tidy condition and remove any Articles from the Facility at the end of each session and the Hire Period
13. The Hirer shall remain responsible at all times for the Participants and shall indemnify and hold harmless the Council against any loss, injury, damages, claims or expenses which the Council may suffer as a result of any acts or omissions of the Participants.
14. The Hirer shall indemnify and hold harmless the Council against any loss, injury, damages, claims or expenses which the Council may suffer as a result of any breach of these Conditions of Hire.
15. The Hirer shall perform its own health and safety assessment with respect to the use of the Facility and take all appropriate steps to identify, mitigate and exclude risks which might arise. The Hirer shall promptly record and report any health and safety incidents which might arise during the Hire Period to the Park Services Manager.
16. The Hirer shall remain responsible at all times for ensuring that the personal possessions, articles or any other things brought onto the Facility by any of the Participants (together "Articles") are safe and appropriate for the Permitted Purpose and are stored securely and safely during the Hire Period. The Council has no responsibility or liability with respect to the use, loss of, damage to, theft or removal of the Articles.
17. The Council has no responsibility or liability with respect to personal injury arising to the Hirer save to the extent that such liability can be shown to result from the negligence of the Council.
18. The Hirer is responsible for any loss or damage to the Facility or any equipment, fixtures and fitting therein occurring during the Hire Period, and shall repay to the Council, on demand, the cost of replacing or repairing the same to the Council's reasonable satisfaction.
19. The Council warrants that the Facilities will be generally suitable for the playing of football and the provision of changing and ancillary facilities for this purpose. However the Hirer must satisfy itself that its specific purposes are met by the Facilities in terms of the activities they wish to run, capacity, and any required equipment. The Council does not provide any other warranty or representation with respect to the Facilities or their suitability for the Hirer's purposes and, to the extent permitted by law, any other warranties are hereby excluded.