

## **Terms & Conditions for the Hiring of Football and Rugby Pitches**

### **1. Definitions**

“Group” means the Heart of Yorkshire Education Group, the organisation offering the Pitch for hire.

“Hirer” means the individual or organisation making a booking for the Pitch.

“Fee” means the charges payable by the Hirer for use of the Pitch, as set out on the Clubspark online booking system.

“Period of the Hiring” means the date(s) and time(s) for which the relevant Pitch is booked.

“Pitch” means the any of the pitches located at Selby College, Abott’s Road, Selby, YO8 8AT, owned by the Hirer and available for booking on the Clubspark online booking system.

“Purpose of the Hiring” means the playing of football or rugby matches and/or football or rugby training, together with the use of the Pitch and any permitted ancillary areas (including changing rooms and common areas) solely to the extent reasonably required to facilitate that activity.

“Standard Conditions” means the Standard Conditions of Hire of the Selby College Sports Pitches set out in the Appendix.

“Special Conditions” means any additional conditions notified to the Hirer at the time of booking.

“Terms & Conditions” means these Terms & Conditions and the Standard Conditions.

### **2. Formation of Contract and Acceptance**

2.1. By submitting a booking request via the Clubspark online booking system or the Group’s online Microsoft Form, the Hirer offers to hire the relevant Pitch subject to these Terms & Conditions.

2.2. A binding contract is formed, and the Hirer is bound by these Terms & Conditions, when the Group issues a booking confirmation (whether for a single booking or a block of bookings).

2.3. The Hirer acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions upon acceptance of their booking by the Group.

2.4 Where the Hirer makes a booking on behalf of a club or team, organisation, or group, the Hirer remains personally responsible for payment of all Fees and for ensuring compliance with these Terms & Conditions.

### 3. Hiring and Use

3.1. In consideration of the Hirer's obligation to pay the Fee in accordance with these Terms & Conditions, the Group permits the Hirer to use the relevant Pitch and any permitted ancillary areas for the Purpose of the Hiring during the Period of the Hiring, subject to these Terms & Conditions and any Special Conditions.

### 4. Payment Terms

4.1. The Fee for the hire of the Pitches is as published on the Clubspark booking system.

4.2. The Hirer becomes liable to pay the Fee immediately upon acceptance of the booking by the Group.

4.3. The Hirer shall pay the Fee, within 14 days of the date of an invoice issued by the Group. Invoices will be issued after the relevant Period of Hiring subject to clause 4.4 (below).

4.4. The Group will issue invoices for each month after the period of use where the Hirer has made a block booking for the hire of Pitches over a total period of 30 days or more.

4.6. All payments must be made by electronic transfer to the account specified on the invoice, unless otherwise agreed in writing.

4.7. If payment is not received before the period of use commences, the Group may suspend access to the Pitch or cancel future bookings until all sums have been paid in full.

4.8. The Group reserves the right to charge interest on overdue sums at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998.

### 5. Obligations of the Hirer

5.1. The Hirer agrees to observe and perform these Terms & Conditions and any Special Conditions notified at the time of booking.

### 6. Special Conditions

6.1. Any Special Conditions applicable to the booking will be notified to the Hirer at the time of booking and shall form part of the contract.

## 7. General

7.1. These Terms & Conditions apply to all bookings for Pitches made via the Clubspark booking system and supersede any previous terms.

7.2. No signature is required for these Terms & Conditions to be binding. The act of booking and acceptance by the Group is sufficient to create a legally binding contract.

## **Annex - Standard conditions of hire for the Selby College Sports Pitches**

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## **1 Definitions and interpretation**

In these conditions:

- 1.1 terms defined in the agreement to which these conditions are attached (the **Agreement**) have the same respective meanings in these conditions;
- 1.2 words importing one gender shall be construed as importing any other gender;
- 1.3 words importing the singular shall be construed as importing the plural and vice versa;
- 1.4 references to persons include bodies corporate;
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;
- 1.6 references to a **Pitch**, except where the context otherwise requires, include the ancillary areas that the Hirer is permitted to use in accordance with condition 4;
- 1.7 the headings do not form part of these conditions and shall not be taken into account in their construction or interpretation;
- 1.8 any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

## **2 Corporate Hirer**

If the Hirer is a corporate body the Hirer must not later than 5 days before the commencement of the Period of the Hiring notify the Group in writing the name, address, email and telephone number of an individual who will be personally responsible to the Group for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

## **3 Individual Hirer**

Where the Hirer is an individual (including where the booking is made on behalf of a club, team, organisation or group which is not a separate legal entity), the Hirer enters into the Agreement in a personal capacity and shall be personally responsible for compliance with the Agreement and these Standard Conditions.

The Hirer shall be responsible for ensuring that all players, coaches, officials, volunteers, spectators and any other persons attending a Pitch in connection with the hiring comply with the Agreement and these Standard Conditions, and

any act or omission of such persons shall be deemed to be an act or omission of the Hirer.

#### **4 Facilities**

- 4.1 Use of a Pitch includes use of the changing rooms, toilets and permitted common areas facilitating access to the same.

#### **5 Use**

- 5.1 No part of the Pitch is to be used for any purpose other than the Purpose of the Hiring.
- 5.2 No part of the Pitch is to be used for any unlawful purpose or in any unlawful way.
- 5.3 No animal is to be brought onto the Pitch or allowed to enter the Pitch without the consent of the Group.
- 5.4 The Hirer must adhere to such policies notified to them prior to the Period of Hiring.

#### **6 Supervision**

- 6.1 During the Period of the Hiring the Hirer is to be responsible for:
- 6.1.1 the effective supervision and management of all persons attending the Pitch in connection with the Purpose of the Hiring, including players, officials, spectators and any other persons permitted by the Hirer to enter the Pitch or ancillary areas;
  - 6.1.2 ensuring that all players, officials and other persons who set foot on the 3G pitch surface wear 3G compatible footwear. The Group reserves the right to deny entry to any person who fails to comply with this clause;
  - 6.1.3 ensuring the safe and orderly use of the Pitch and any permitted ancillary areas;
  - 6.1.4 the effective control and supervision of children and young people at all times;
  - 6.1.5 the orderly and safe arrival at, movement within, and departure from the Pitch;
  - 6.1.6 ensuring that emergency access routes and means of escape are kept clear and unobstructed;

- 6.1.7 ensuring that the Hirer's activities do not cause a risk to health and safety or nuisance to others; and
- 6.1.8 ensuring a qualified first aider is present at all times during the Period of Hiring.
- 6.2 The Hirer must ensure that an appropriate number of responsible adults are present at all times to supervise the activities being carried out and to deal with any emergency or incident that may arise.
- 6.3 The Group reserves the right to require the Hirer to take such reasonable steps as the Group considers necessary to address any health and safety concerns arising during the Period of the Hiring.
- 6.4 During the Period of the Hiring, the Hirer shall be solely responsible for the safeguarding and welfare of all children and vulnerable adults attending the Pitch or any ancillary areas in connection with the Purpose of the Hiring.
- 6.5 Without limitation, the Hirer shall ensure that:
  - 6.5.1 all activities are conducted in compliance with applicable safeguarding legislation, guidance and best practice;
  - 6.5.2 all coaches, officials, employees and volunteers engaged by or on behalf of the Hirer are appropriately vetted, trained and supervised for their roles, including where required the holding of appropriate Disclosure and Barring Service (DBS) checks;
  - 6.5.3 children and young people are appropriately supervised at all times and are not permitted unsupervised access to any areas of the Group's premises other than the Pitch including any permitted ancillary areas; and
  - 6.5.4 the Hirer cooperates fully with the Group in the event that any safeguarding concern, allegation or incident arises during or in connection with the Period of the Hiring.
- 6.6 No member of the Group's staff shall be responsible for supervising children or vulnerable adults attending in connection with the hiring.
- 6.7 The Group reserves the right to require the Hirer to take immediate remedial action, or to suspend or terminate the hiring without liability, where the Group reasonably considers that safeguarding arrangements are inadequate or that a safeguarding risk has arisen.
- 6.8 Where reasonably required for safeguarding purposes, the Group may request written confirmation that appropriate Disclosure and Barring Service (DBS)

checks are in place for relevant personnel or may request sight of evidence of such checks. Any such request shall be proportionate and limited to what is reasonably necessary to address the safeguarding concern identified.

- 6.9 The Hirer shall ensure that the Hirer and all players, coaches, officials, volunteers, spectators and any other persons attending the Pitch in connection with the hiring do not access any part of the Group's premises other than the Pitch and any permitted ancillary areas, except to the extent reasonably necessary to access, use and leave the Pitch in connection with the Purpose of the Hiring. The Hirer shall be responsible for ensuring that no such persons enter or remain in any teaching areas, offices, student facilities or other parts of the Group's premises not expressly permitted for use as part of the hiring. Any unauthorised access by such persons shall be deemed to be a breach of these Standard Conditions by the Hirer.

## **7 Decorations and advertising**

- 7.1 No placards or other articles are to be fixed to any part of the Pitch.
- 7.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Pitch and any permitted ancillary areas without the previous consent of the Group. Posters displayed in accordance with this condition 7.2 must be of a reasonable size and must not contain any material which in the opinion of the Group is obscene, offensive or otherwise inappropriate.
- 7.3 The Group reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which in its reasonable opinion contravene the requirements of clause 7.2.

## **8 Maximum number to be admitted**

The maximum number of persons to be admitted is not to exceed the number of persons specified in the booking by the Hirer and accepted by the Group and during the Period of the Hiring the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the Group.

## **9 Statutory requirements**

- 9.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Pitch and any permitted ancillary areas or which would or might invalidate in whole or in part any insurance taken out in respect of the Pitch.
- 9.2 The Hirer must comply with all fire safety requirements notified to the Hirer by the Group.

## **10 Broadcasting and filming**

The Hirer is not to grant broadcasting or filming rights without the prior consent of the Group, but cameras may be brought onto and used on the Pitch for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

## **11 Smoking**

Smoking is not to be permitted on the Pitch or any permitted ancillary areas or on any adjoining or neighbouring areas belonging to the Group except designated smoking areas notified to the Hirer by the Group.

## **12 Expiration of Period of Hiring**

12.1 At the expiration of the Period of the Hiring the Hirer is to immediately vacate and leave the Pitch in a clean and orderly state free of litter in substantially the same condition as at the commencement of the Period of hiring, fair wear and tear excepted, and in particular (but without limitation) the Hirer is to:

12.1.1 remove all equipment previously brought in, by or on behalf of the Hirer;  
and

12.1.2 return any equipment and other items provided by the Group.

12.2 The Hirer shall not remain in occupation of the Pitch beyond the Period of Hiring without the consent of the Group.

12.3 Any additional costs reasonably incurred by the Group as a result of the Hirer's failure to comply with these conditions may be recovered from the Hirer.

## **13 Agreement personal to Hirer**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

## **14 Damage to Group property**

The Hirer is to take good care of and not cause any damage to be done to the Pitch or to any fittings, equipment or other property on or around the Pitch and any permitted ancillary areas and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Pitch and any permitted ancillary areas.

## **15 Injury to persons and loss of property**

- 15.1 The Group will not be liable for the death of or injury to any person attending the Pitch and any permitted ancillary areas for the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where that death, injury or loss is due to the negligence of the Group.
- 15.2 The Group will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought onto or left at the Pitch and any permitted ancillary areas either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of the Group.
- 15.3 The Hirer will indemnify the Group against all such liabilities as are mentioned in this condition 15.

## **16 Third party insurance**

- 16.1 The Hirer shall ensure that, throughout the Period of the Hiring, there is in force a policy of insurance with a reputable insurer providing cover in respect of third-party risks arising out of or in connection with the hiring of the Pitch for a sum of not less than £25,000 per claim.
- 16.2 Where the Hirer is an individual booking on behalf of a club, team, organisation or group, this requirement may be satisfied by insurance held by that club, team, organisation or group, provided that such insurance covers the activities taking place during the Period of the Hiring.
- 16.3 The Hirer shall be responsible for ensuring that appropriate insurance is in place and, upon request, shall provide the Group with evidence of such insurance.

## **17 Further exclusions of liability**

- 17.1 The Group will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Pitch and any permitted ancillary areas to be temporarily closed or the hiring to be interrupted or cancelled.
- 17.2 The Group gives no warranty that the Pitch is legally or physically fit for any specific purpose.

## **18 Right of entry**

The Group has the right for duly authorised members or officers or employees of the Group to enter the Pitch at any time for any authorised purpose.

## **19 Cancellation by Hirer**

19.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Group notice to that effect.

19.2 If such notice is given not later than two weeks prior to the Period of the Hiring and if the Group is able to effect an alternative hiring for the Period of Hiring then the Group will waive the Fee payable by the Hirer, or if already paid, refund it but otherwise the Group will be entitled to invoice for or retain (as appropriate) the whole of the Fee.

## **20 Cancellation by Group**

20.1 The Group may cancel the hiring if the Pitch and/or any permitted ancillary areas is rendered unusable by any such event as is mentioned in condition 17.1 or in the event of adverse weather conditions which in the reasonable opinion of the Group renders the Pitch unsafe or where to use of the same may cause damage or breach the Group's maintenance responsibilities to the Football Foundation.

20.2 If the hiring is cancelled for any such reason as is mentioned in condition 20.1 the Group will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

## **21 Breach by the Hirer**

If the Hirer fails to observe and perform any of these conditions the Group may charge to and recover from the Hirer any expenses incurred by the Group in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate.

## **22 Group to act by its officers**

The Group may act through any authorised officer and references in these conditions to any approval, discretion, consent or requirement of the Group are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Group is to be produced to such officer.

## **23 Notices**

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement or by email to any email address used by the Hirer to communicate with the Group, in the case of a notice, demand or request to the Hirer and to 3gpitch-grasspitchbookings@heartofyorkshire.ac.uk, in the case of a notice, demand or request to the Group.