

Terms and conditions for the seasonal hire of football pitches

General

1. The pitches available for hire are situated at:

King George's Playing Fields, Larkins Playing Fields, Warley Playing Fields, The Brentwood Centre, Hutton Poplars, Hutton Recreation Ground, Seymour Field and Alexander Lane.

2. Application forms for seasonal bookings will be forwarded to club secretaries on the last day of February. Pitches will be allocated in strict order of receipt and taking into account any previous payment record. Preference for the use of the Council pitches will be given to Brentwood teams, of whom 75% of its playing members must reside within the Borough; applicants for pitches must make a signed declaration to this effect. Pitches not allocated to Brentwood teams will be allocated to non-resident teams.

3. Applications for pitches will close on the last day of March.

4. Preference is given to junior matches played on Saturday mornings and Sunday afternoons, and adult matches played on Saturday afternoons and Sunday mornings.

5. Allocations will be advised by post. An acceptance form will be enclosed, which will require signing and returning to the Town Hall. Please note: If after signing and returning the form, the hirer decides not to utilise the pitch, the hirer will remain liable for payment unless the Council is able to re-allocate the pitch.

Usage

6. To maintain a reasonable surface, pitches will only be allocated two matches each weekend and occasional midweek games, at the discretion of the Head of Street Scene (HoSS).

7. The season extends from the first Saturday in September to the last Sunday in April.

8. The Council operates a system of season bookings. Teams may book pitches to play one match each week, or one match alternate weeks on either Saturday or Sunday, subject to the following conditions:

(a) The total hire fee is due upon a booking being confirmed pursuant to condition 2. Fees are payable in advance unless an instalment plan is agreed in writing with our Finance department. Instalment payments are permitted at the discretion of the Council and do not prejudice the Council's right to recover any and all monies due under this agreement in the case of a dispute, suspension or any non-payment.

(b) Teams must submit their fixture list to the HoSS at the commencement of the season, who must also be notified of any additional or re-arranged fixtures by 4pm on the Wednesday previous to requiring the pitch. If a fixture list has not been submitted, it is necessary for the team to telephone these offices each week by 4pm on Wednesday, to confirm the booking of their allocated pitch. No refunds will be given for any pitch that is not used.

(c) The Council reserves the right to allocate pitches to casual users when not required by the seasonal hirer.

Hirer's Responsibilities

9. The hirer shall use the pitch only as a football pitch.

10. The hirer shall not use the pitch in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining property.

11. The hirer shall not do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the pitch or which might or would make invalid in whole or part any insurance held by the Council in respect of the pitch.

12. Hirers are warned that the charges do not include the cost of insurance against their liability for any damage or injury which their activities may cause either to themselves or to other persons or property and they should themselves insure against these risks.

13. It is recommended that the hirer obtains public liability insurance, to a minimum value of £5,000,000 (£5 million), to protect against all claims arising, other than that due to the Council's negligence. Such cover may be independently obtained from insurance companies, but it may be possible to achieve cover through affiliation to a sporting body for a reduced fee.

14. Team secretaries should make themselves familiar with arrangements for contacting emergency services and notify the Council of serious injuries sustained by players (of either team).

15. Sub-letting is not allowed without the prior written permission of the Council.

16. Changing room keys must be collected and signed for in the presence of the warden/caretaker or other Council official. Keys are to be returned immediately after a match, otherwise a fine of £60 for a replacement lock will be imposed on the home team for any key not returned. The home team will be charged for any damage to changing rooms, showers or other Council property, however incurred, regardless as to the damage being caused by the away or home team. If a key is taken from the site it will be required to be returned within 10 working days. If it is not then a fine will be automatically charged.

Council's Responsibilities

17. The Council arranges for the preparation and marking of the pitches and the supply of posts, corner flags and nets. The erection and return of corner flags and nets is the responsibility of the team booking the pitch. Failure to return equipment may result in a charge being made.

18. The Council shall not be liable for the death or injury to, or damage to, or any expenses or other liability incurred by the hirer or any person in the exercise of this agreement.

19. The Council gives no warranty that the pitch is legally or physically fit for any specific purpose.

20. HoSS or other authorised official of the Council shall be the sole judge as to the fitness of the grounds for play. The Council reserves the right to close, without previous notice, any ground unfit for the play owing to weather or other conditions. The Council will make every effort to permit the playing off of cancelled matches at weekends or in the evenings, without obligation to refund any fees or guarantee the playing of these matches.

21. The Council will notify clubs of pitch closure via email to the club secretary in the first instance, and it is therefore essential that at least one email address is supplied with the application.

Other conditions

22. This agreement shall determine immediately on notice served by the Council at any time following any breach of this agreement. The decision of the HoSS is final.

23. Clubs found to be in breach of any terms and conditions of hire are liable to suspension by the Council. The decision of the HoSS shall be final. Refunds will not be payable if suspended and the total hire fee will be charged as on condition 8(a).

24. Any variation of this agreement must be made in writing between the parties.

25. All queries in the first instance must be made, in writing to:
Head of Street Scene, Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY.

V.A.T on the hire of Sports Facilities

26. In certain conditions, clubs are not liable for V.A.T. According to HM Revenue and Customs, the conditions for exemptions are:

- a) The letting must be to a club, school or similar body
- b) The lets must be at regular or reasonably frequent intervals and must cover the playing season for the sport or at least three months whichever is less
- c) There must be clear evidence of a formal arrangement. A sundry debtor issued in advance for the whole series would be such evidence, or a booking form
- d) Payment must be made in full whether or not the facility is used. Therefore, there can be no refunds for missed occasions
- e) There must be exclusive use of the facilities during each period of hire

27. Please note that if the booking is for a period less than three months (i.e twelve week period), V.A.T is payable.