

Brentwood Borough Council
2023 / 2024 Football & Rugby Pitch Hire Terms & Conditions

Football and rugby pitches are available for hire between Saturday 2 September 2023 and Sunday 5 May 2024 inclusive.

Pitches can be hired on either a weekly or fortnightly basis for the entire season or for occasional matches. Teams opting for seasonal fortnightly hire will be allocated either an 'A' or 'B' week. The season calendar of 'A' and 'B' weeks is published on the council's website and is also included in the contract documents issued to the hirer (the applicant).

Nets and corner flags will be supplied for matches upon request.

Changing facilities and showers are only available at Warley Playing Fields for the entire football/rugby season.

Football Pitches Available For Hire

Pitch Location	Adult Pitch	Junior Pitch	Mini Pitch
Alexander Lane	0	2	2
Hutton Poplars	0	1	1
Hutton Recreation Ground	2	0	0
Ingrave Johnstone Playing Fields	0	1	0
King George's Playing Fields	5	0	0
Warley Playing Fields	3	1	0

Rugby Pitches Available For Hire

Pitch Location	Adult Pitch	Junior Pitch	Mini Pitch
Warley Playing Fields	2	0	0

Application Process

1. Teams wishing to hire a pitch must complete Brentwood Borough Council's ("the Council") "Application for the Seasonal Hire of a Football and Rugby Pitch(es)" form during the hire period as detailed above, using the link provided on the Council's Football and Rugby webpages.
2. Pitches will be allocated upon receipt of a completed application form, if available. The Council will consider, the payment history of the applicant for the previous season(s) (if applicable).
3. Brentwood based teams (where 75% of the team reside in the Borough) will be prioritised over teams from outside of the Borough.

4. Once the application has been fully considered and approved, Brentwood Borough Council will email a pitch allocation offer to the hirer (the applicant) with details of the pitch(es) available for hire.
5. For seasonal hire, the offer will include an acceptance letter which will need to be signed and returned to the Council as confirmation of acceptance of the pitch(es) hire and payment conditions as well as the terms and conditions of hire.
6. Failure to return the acceptance letter within ten working days of the date of the pitch allocation letter will result in the pitch offer being withdrawn and offered to another team.
7. Once the Council receives a signed acceptance form from the hirer and the hirer subsequently changes their mind and wants to withdraw from the agreement, the hirer will remain liable for the season fees as set out in the offer and acceptance letter unless the Council is able to reallocate the pitch to another team for the season. Clauses 5 to 7 do not apply to occasional (ad hoc) pitch hire requests.

Payment Terms

8. Occasional hire must be paid within 30 days of receiving an invoice.
9. Seasonal hire fees must be paid either:
 - a. within 30 days of receiving an invoice, or
 - b. by Direct Debit in six equal monthly instalments. The hirer must complete and return the direct debit mandate enclosed with the offer letter.
10. If the seasonal hirers' Direct Debit fails for the first time, the hirer will be permitted one month's grace and two instalments will be taken on the following payment date. If the Direct Debit fails for a second time, the Direct Debit will be cancelled with immediate effect and an invoice raised for the remaining balance owed for the football/rugby season.
11. Manual payments of instalments are not permitted.
12. Any late or missed payments will result in suspension of the football/rugby club's right to play on Brentwood football/rugby pitches until the required payment is made. There will be no exceptions to this condition.

Conditions of Hire

13. To maintain a reasonable pitch surface, pitches will only be available for hire for one game (session) only either morning or afternoon at weekends and for an occasional mid-week game.
14. 80 minutes of play is permitted per game (session) for rugby and 90 minutes of play for football. Extra time is permitted, without additional charge, to determine a clear winner for cup games only.

15. Teams opting for seasonal fortnightly hire are only permitted to play on their designated 'A' or 'B' week as advised in their contract and in accordance with the season calendar dates published on the Council's website. There will be no deviation from this. It is the hirer's responsibility to check their designated weeks of play before arranging any matches.
16. No refunds will be given for any pitch that is not used. The Council reserves the right to allocate pitches to occasional users when not required by the hirer.
17. Any requests for amendments to allocated games, for example extra pitches for cup matches or extra time required for double headers, must be made in writing in advance of the game, via email to enquiries@brentwood.gov.uk. Occasional use fees will apply, if permission is granted.
18. The hirer will only use the pitch as a football/rugby pitch as marked out.
19. Goal posts must not be removed from their sockets to affix nets. Costs to repair or replace damage to goal posts from such practises, will be levied to the hirer.
20. Nets must be attached to goal posts with velcro straps only and not sticky tape.
21. The referee's decision on pitch playability, prior to play, is final. Any team that ignores the referee's decision and continues to play will be liable for any damage to the pitch surface and for any personal injuries sustained by players and/or other persons.
22. The Council reserves the right to close, without previous notice, any ground unfit for play owing to weather or other conditions.
23. The hirer shall not use the pitch in a way which causes any nuisance, damage, disturbance, annoyance, inconvenience, or interference to any neighbouring or adjoining properties, other users, the public or our staff.
24. Our parks and open spaces are subject to litter patrols and on the spot fines will be issued to persons found to be littering. Please use the litter bins provided on site and ensure the pitch and surrounds are litter free at the end of your session.
25. 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.
26. The pitch hire fees do not include the cost of insurance against the pitch hirers liability for any damage or injury which their activities may cause both to themselves or to other persons or property.
27. The hirer must arrange and keep in force insurance against all risks associated with their activities The Hirer must obtain public liability insurance, to a minimum value of £5,000,000, to protect against all claims arising out of their conduct of business at the pitches, other than that due to the Council's negligence. Such cover may be

independently obtained from insurance companies, but it may be possible to secure public liability insurance cover through affiliation to a sporting body for a reduced fee. The hirer must provide a copy of their public liability insurance certificate with their application form.

28. The hirer must adhere to current FA / RFU guidelines relating to COVID 19 risk management.
29. The hirer must notify the Council of serious injuries sustained by players (of either team), by the end of the first working day, after the fixture. Information submitted must include the date and time of the incident, name of person(s) injured and contact details as well as a full description of how the incident occurred, and the type of injuries sustained.
30. The Council shall not be liable for any injuries, damages, loss, or any other liability which is not caused by the Councils negligence. The hirer agrees and hereby indemnifies the Council against any claims for such injuries, damages, or any other claims in relation to this agreement.
31. Sub-letting of pitches and/or changing rooms is not permitted without the prior written consent of the Council.
32. Verbal and physical abuse of council staff will not be tolerated, and such behaviour may result in the cancellation of any hire agreement. Fees will not be refunded should the hire agreement be cancelled where the cancellation is due to the abuse of council staff.

The Council's Responsibilities

33. The Council arranges for the preparation and marking out of the pitches and the supply of posts. Corner flags and nets are available for use at some sites. The erection and return of corner flags and nets is the responsibility of the pitch hirer. Failure to return equipment may result in charges being levied against the hirer.
34. The Council gives no warranty that any pitch is legally or physically fit for any specific purpose.
35. 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.
36. Clubs found to be in breach of any terms and conditions of hire are liable to suspension by the Council. The decision of the Deputy Operations Manager shall be final. Refunds will not be payable if suspended and the total hire fee will be charged.
37. Any variation of this agreement must be made in writing between the parties.
38. All queries in the first instance must be made, in writing via email to enquiries@brentwood.gov.uk

39. These Terms and Conditions shall be governed by the Laws of England and Wales.
Both parties agree that any dispute will be dealt with under the sole Jurisdiction of the English Courts.