

## **Terms and Conditions of Hire – ATP**

### **Terms Used in These Conditions:**

We, our, us	Means Derby City Council
You	Means the hirer, or the person signing the booking application, and the club or organisation you represent
Manager	Means the manager of the facility or their nominated representative
The Facility	Means the whole of the Facility
Premises	Means the part of the Facility booked for hire (Artificial Turf Pitch)
Booking	Means the block booking for which the booking is made
Hire Period	Means the period the hirer is entitled to use the premises, specified on the official confirmation of the hirer's booking application or any agreed amendment.

The staff on duty will inform you of your pitch allocation.

### **The Hire Conditions**

#### **1 Liability**

- 1.1 You, as the hirer, are personally responsible for complying with these conditions together with the club or organisation you represent.
- 1.2 Before the booking start date, you must complete, sign and return the application form accepting personal responsibility, together with the club or organisation you represent, for compliance with these conditions.
- 1.3 We have the right for our employees or agents to enter the Premises during the booking to make sure you comply with these conditions of hire.

#### **2 Booking Applications**

- 2.1 We only accept booking applications to use any part of the Facility on the Council's official booking application form.
- 2.2 We may, at our discretion, refuse an application.

- 2.3 We will send official confirmation acceptance of your booking to you via email.
- 2.4 You may not transfer a booking without the Leisure Bookings team agreement in writing via email beforehand. [leisure@derby.gov.uk](mailto:leisure@derby.gov.uk)
- 2.5 Any unauthorised transfer of bookings may result in the Leisure Bookings team refusing to accept any future bookings from you.

### **3 Cancelling Block Bookings**

#### **Council Cancellations**

- 3.1 We may cancel your booking where events beyond our control mean that your booking cannot take place. We will try to give seven days written notice of any cancellation but this may not always be possible, for example, in adverse weather conditions, in which case we will give you as much notice as practicable. **Where we have cancelled your booking and you have received vat relief, no refund will be available**; we will offer you an alternative day, subject to availability.
- 3.2 We may cancel your booking if you breach the Conditions of Hire. If we cancel your booking for this reason we will take reasonable steps to minimise our losses, but the hirer will be liable for any reasonable and foreseeable losses that remain.

#### **Hirer Cancellations**

- 3.3 You must give fourteen days written notice to cancel a single session to [leisure@derby.gov.uk](mailto:leisure@derby.gov.uk). **Where you have cancelled your booking and you have received vat relief, no refund will be available**; we are only able to offer you an alternative day.
- 3.4 If you **do not** give fourteen days notice of the cancellation the Council will take reasonable steps to minimise its losses but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.5 Where you are liable to pay our losses we may apply any part payment by you to offset your liability.
- 3.6 If you wish to cancel a booking in whole, 28 days written notice must be given. The fourteen day notice period to cancel a single session cannot be employed during the 28 day notice period for complete cancellation.

### **4 Charges, Part Payments and Payments**

- 4.1 The charges for your bookings will be at the scale of charges applicable for the booking period as per your current application. Confirmation of charges for your booking will be included in our booking confirmation to you

## Classification: OFFICIAL

- 4.2 The Council sets the scale of charges to use the Premises or equipment and has the right to vary the charges. We will try and give at least 4 weeks notice of any increase in charges but this may not always be possible. If as a result of any increase in charges you decide not to go ahead with the booking, any payments already made will be fully refunded. A copy of the current scale of charges can be obtained from the bookings administrator or the centre manager. If you are VAT Exempt then there will be no refunds.
- 4.3 For all block bookings we will send you an invoice detailing payment dates and amounts. Your invoice must be paid within the timescale outlined on the invoice/booking confirmation. You can pay by cash, card or direct debit.
- 4.4 If you do not pay the balance on time we can treat this as a breach of conditions and cancel your booking as set out in clause 3.2.

## 5 VAT Relief

- 5.1 Block booking for 10 or more sessions/games/fixtures could be eligible for VAT relief. The person who is making the booking will have to provide evidence to demonstrate that they meet **all** the criteria below:

### Criteria/Condition

- a The booking is of 10 or more session/game/fixture.

**Example evidence:** a fully completed application for hire booking form

- b Each session/game/fixture is for the same sport or activity.

**Example evidence:** a fully completed application for hire booking form

- c Each session/game/fixture is in the same place.

**Example evidence:** a fully completed application for hire booking form

- d The interval between each session/game/fixture is at least 1 day but **not more than 14 days. The duration of the game/fixture may be varied, however there is no exception for intervals greater than 14 days through the closure of the facility for any reason.**

**Example evidence:** a **fully** completed application for hire booking form that provides the Council with a list of fixtures/day/time of kick off.

- e The series of sessions/games/fixtures is to be paid for as a whole and there must be written evidence to the fact. This means to qualify for the VAT exemption there can be **no refund** given in any circumstances. To clearly evidence that payment is made in full whether or not the right to use the facility for any specific game/fixture is actually exercised.

If a game/fixture is cancelled due to unforeseen non-availability of their facility/pitch for example extreme bad weather would not affect the VAT relief eligibility.

## Classification: OFFICIAL

**Example evidence:** completed application for hire booking form with agreed payment mechanism, invoice, payment receipt

- f The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.

**Example evidence:** completed application for hire booking form with a copy of a letter headed document confirming affiliation or minutes of club AGM or copy of the club/organisation constitution.

- g The person to whom the facilities (this could be deemed as one pitch) are hired to has exclusive use of during the session/game/fixture.

**Example evidence:** completed application for hire booking form

## 6 Hire Period

- 6.1 Hiring the Premises does not entitle you to enter or use them at any other time other than the hire period booked and confirmed, unless you arrange this with the Manager beforehand.
- 6.2 At the Racecourse Facility access to changing facilities is available 30 minutes before the start of your hire period and should be cleared no more than 30 minutes after your hire period ends.
- 6.3 You must return your changing room keys to the manager at the end of your hire period. If they are not returned and the locks require changing you will be charged for the full cost of replacing the locks.
- 6.4 Setting up and dismantling equipment must take place within the hire period unless otherwise agreed beforehand with the Manager.
- 6.5 If you use the Premises beyond the hire period you will be liable for an additional one-hour charge at the current hourly rate.

## 7 Premises and Equipment

- 7.1 You may only use the Premises for the purpose shown on our official booking confirmation unless you get written permission from the Manager beforehand.
- 7.2 During the booking you must comply with the conditions of the Premises Licence and byelaws for the Premises
- 7.3 If your proposed use of the Premises includes an event that is not covered by our insurance we may increase the published charges and impose additional conditions. We will tell you of these additional charges or conditions before a contract is concluded.
- 7.4 You must comply with all reasonable requests made by the manager during your booking.

## Classification: OFFICIAL

- 7.5 You must make sure the Premises are clean and tidy at the end of your hire period and all waste and rubbish is collected and put in a refuse bin. No glass bottles should be taken on to the pitch.
- 7.6 You will be liable for any damage to the Premises or any equipment you use during your hire period unless the damage is the result of our negligence.
- 7.7 Smoking is not permitted on any part of the premises.
- 7.8 Please use only appropriate footwear  
Springwood Leisure Centre e.g. moulded rubber or plastic studs or mixed blades studs.  
Moorways and Racecourse - please only use Astro Turf shoes.  
You must not wear metal or bladed studs, spikes or football boots on the Artificial Turf Pitch. Moulds are allowed.
- 7.9 Please note the following are not permitted on the ATP:
- Smoking or any other types of ignition, e.g. matches or lighters
  - Consumption of food
  - Cycles, scooters and other wheeled items, including prams and pushchairs
  - Muddy boots, metal studs or bladed boots
  - Climbing on any equipment or perimeter fence
  - Misuse of any equipment
  - No spectators are allowed on the ATP
- 7.9.1 The goals will be set up to meet your booking requirement, should you need to move the goals please ask us. If you move the goal yourself and damage the pitch, you will be liable for the full cost of the repair and any lost income associated with the damage.
- 7.9.2 Please use the litter bins provided.

## 8 Image Recording Equipment

- 8.1 The use of any image recording equipment in the Facility is not permitted, without the permission of the manager.
- 8.2 If a person is authorised to use recording equipment they are still not permitted to use the equipment in the changing rooms and toilet areas

## 9 Liability for Injury or Lost or Damaged Property

- 9.1 The following provisions set out the extent of the Council's liability for death or injury to persons or for damage to or loss of property

## Classification: OFFICIAL

- 9.2 We will pay fair and reasonable compensation if we cause death or personal injury, or loss of or damage to property as a result of:
- negligence by us, our staff or agents or
  - breach of any of our statutory or contractual obligations.
- We will not pay compensation to the extent that the death, injury, loss or damage is due to:
- your own fault or
  - in the case of loss or damage to property, your failure to properly use facilities provided by us for the security and protection of property
  - a person unconnected with our provision of facilities or services
  - events which we, our staff our agents could not have foreseen or anticipated even if we had taken reasonable care.
- 9.3 Any property left at the Premises after the booking will be dealt with under the Council's lost property procedure details of which are on display throughout the Facility. We will dispose of any unclaimed property in accordance with that procedure.

## 10 Safety

- 10.1 You must take all reasonable measures to ensure the safety of all people attending your session.
- 10.2 You must ensure that all persons attending the booking use the Premises, facilities and equipment in a proper manner having regard to any relevant guidance, byelaws or regulations.
- 10.3 You must ensure your booking does not exceed the maximum occupancy levels for the area booked.
- 10.3.1 At the Racecourse Facility - for fire safety reasons, group leaders must sign the group in at Reception.
- 10.4 **Fire**
- 10.4.1 You must make sure that:
- all inflammable materials you use in displays or in costumes during the booking are treated and maintained with a fire-resistant solution;
  - during the booking, no-one interferes with fire doors with automatic closures;
  - you keep every corridor, entrance and exit clear and ready for emergency use;
  - no-one interferes with fire extinguishers;
  - you comply with all other safety guidelines the Manager or facility staff bring to your attention.
- 10.5 **Supervision**
- 10.5.1 You must provide a sufficient number of officials or stewards to adequately supervise your booking and must ensure children are kept under control.

**Classification: OFFICIAL**

- 10.5.2 You are responsible for all persons involved in supervising the booking other than our staff, and ensuring that they are suitable, competent and properly trained. In particular, you should consider having the person involved with organising or supervising your booking checked through the Disclosure and Barring Service (DBS) if your booking involves children or vulnerable adults and those persons are likely to be directly in contact with the children/vulnerable adults.
- 10.5.3 You must make sure that the officials who attend the booking understand the health and safety regulations, fire and other emergency procedures and know where the nearest fire exits are. A copy of the Facility's evacuation procedures is available from staff.
- 10.6 **Unacceptable Behaviour**
- 10.6.1 The Manager may cancel a booking if it is considered the booking will contravene standards of decency, bring the Council into disrepute, be likely to lead to public disorder, pose a risk to persons attending the booking or other persons using the Facility, including staff or may result in damage to equipment, the Premises or the Facility. No refund will be issued for this session. If future bookings are cancelled under these circumstances any payments made will be refunded. However, the Council will take reasonable steps to minimise its losses and the hirer responsible for any reasonable and foreseeable losses that remain.
- 10.6.2 The Manager may terminate the booking or order partial clearance or the removal of any individual if there is any indecent, disorderly or dangerous behaviour that poses a risk to persons at the Facility or damage to the Facility or equipment during the booking.
- 10.6.3 If following a booking there has been an incident of unacceptable behaviour the Manager after fully investigating the incident, may if appropriate, implement the Leisure Facilities Exclusion Policy.