



# 2018/19 Terms and Conditions of Hire for Grass Football Facilities Open Season

1	<b>Making an Application</b>												
1.1	The definition of the word Open within these terms and conditions of the application for hire means a period of time that affiliated league clubs are given priority for football block bookings. This period of time is from early September to the end of April.												
1.2	The hirer must have completed an e-form application for hire booking form for the open football season 2018/19 by the closing date of the <b>27 July 2018</b> .												
1.3	Allocations are based on a first come first serve basis, on the specific sites that the Leagues have been offered this season.												
1.4	It is the hirer's responsibility to ensure that relevant club/team members such as the Treasurer, Team Manager's within the club/s are fully aware of the terms and conditions.												
1.5	The Council will send the hirer confirmation of site allocation before the start of the season.												
1.6	If the hirer wishes to be considered for VAT relief they <b>must</b> provide all evidence required by Customs and Excise <b>no later than the 17 August 2018</b> , including fixture dates for the season, see section 11 for VAT details. Failure to provide all the required evidence by this date will result in VAT exemption request being declined.												
1.7	These terms and conditions only apply for open football season. For casual and pre-season friendly games please click on the link below. The link will take you to the on line booking and payment site for casual and pre-season friendly games. The terms and conditions for casual and pre-season friendly games can be found at the on line booking and payment site.  <a href="https://leisurecourses.derby.gov.uk/bookings">https://leisurecourses.derby.gov.uk/bookings</a>												
2	<b>Charges and Payments</b>												
2.1	<p><b>2018/19 Charges (which include VAT) are:</b></p> <table border="1"> <thead> <tr> <th></th> <th><b>Adult £</b></th> <th><b>Junior £</b></th> </tr> </thead> <tbody> <tr> <td>Pitch only – per match*</td> <td>36.15</td> <td>23.35</td> </tr> <tr> <td>Pitch /1 Dressing Room – per match**</td> <td>53.20</td> <td>34.25</td> </tr> <tr> <td>Additional Dressing Room</td> <td>13.55</td> <td>13.55</td> </tr> </tbody> </table> <p>*Pitch only means no dressing room provision and in some cases no ancillary provision such as toilets.</p> <p>** If the hirer requires an additional dressing rooms for the open football season these are subject to availability and are booked and paid for, in cash, on the day. For</p>		<b>Adult £</b>	<b>Junior £</b>	Pitch only – per match*	36.15	23.35	Pitch /1 Dressing Room – per match**	53.20	34.25	Additional Dressing Room	13.55	13.55
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	casual bookings and pre-season friendly games please click on the link at 1.7 for terms and conditions.
2.2	To qualify for junior rate all team members must be under the age of 18 years.
2.3	<p>You have the choice of the following payment methods.</p> <p>One up front payment by cash or card to be made by 31 October 2018.</p> <p>Two payments by cash or card. First payment to be made by 31 October 2018 and second payment to be made by 28 February 2019.</p> <p>Two direct debit payments which will be taken from your account on 15 October 2018 and 15 February 2019. (No direct debit surcharge will be applied).</p> <p>Seven monthly direct debit payments starting in October. There will be an <b>additional surcharge of £50.00</b> if you select this option, and this will be <b>non-refundable</b>. This will be split over your monthly payments. Direct Debit payments will be taken out automatically from your account on the 15<sup>th</sup> of the month.</p> <p><b>Please note that if you chose the direct debit payment option we advise you to set up a separate bank account for your payments, as if you currently have a leisure membership with Derby City Council that uses the same bank account any payment defaults on your football fixtures will affect your personal membership and you may be denied access to use the facilities.</b></p> <p>Failure to pay on time will result in home fixtures being withheld until payment has been made.</p> <p>Derby City Council no longer accept cheque payments.</p>
2.4	Direct debit payment is still required as stated in clause 2.3 even if no matches have been played that month.
2.5	Any default on payment will result in <b>any</b> future booking requiring payment in advance for any booking.
2.6	No credit will be given for any games forfeited whilst football facilities are withdrawn due to the hirer's non-payment of their invoice or direct debit.
2.7	<p>Payment for cup games</p> <p>If you choose the seven monthly direct debit payment option then every time you have a home cup fixture we will amend your next direct debit payment to include this payment.</p> <p>If you choose cash/card or two direct debit payment option then you will need to ring and pay for your home cup fixtures 48 hours before the game is due to be played. The payment will need to be made by credit/debit card by ringing 01332 641234 select option 2, option 5, option 1. Please see 8.2 and 8.3 for details on how to book and pay</p>
3	<b>Open Football Season Arrangements</b>
3.1	The allocated facilities for the open football season 2018/19 are available from Saturday 8 September 2018 to Sunday 28 April 2019.

3.2	Christmas Arrangements: The last game on all grounds will be played on Sunday 23 December 2018 and reopen on Saturday 5 January 2019. Teams that play on the pitches during this period will have the facilities withdrawn.
3.3	Non-league football bookings, during the 'open' football season, will be at the discretion of the Sales and Bookings Team. Priority will be given to league fixtures during the football open football season. Please see point 3.1. These bookings will be offered at certain sites, bookable on a Thursday or Friday before 2.00 pm and only for the forthcoming weekend and payment is to be made at time of the booking. No guarantee of additional changing rooms can be made and these are subject to requesting and paying for on the day of arrival. This only applies to sites that are staffed.
3.4	The responsibility for allocating pitches at staffed sites is the role of the member of staff on duty for the booked games. A hirer's team failing to comply with the allocated pitch will be issued with a yellow card - see point 11 – standards of behaviour. Please be aware that pitches are allocated on a rotation basis to protect the playing surface throughout the season.
4	<b>Booking League Games – Saturdays and Sundays</b>
4.1	The hirer is responsible to ensure that they or their relevant league supply the Sales and Bookings Team with details of all fixtures in advance of the season commencing however no later than Friday 17 August 2018. Once the season has commenced any updates or alterations including changes to kick-off times must be provided to the Fixture Co-ordinator one month in advance.
4.2	<p>Where the facilities are shared by clubs from different leagues, the leagues concerned should liaise with each other to ensure that there are no double bookings. Priority will be given to the fixtures in the order that they are received. In agreeing the kick off times the hirer/leagues will:</p> <ul style="list-style-type: none"> <li>- Take car parking into consideration to ensure that due consideration is given to all users.</li> <li>- Ensure that 11v11 kick off time does not start before 10.30 am and that last game does not exceed 2.00pm start.</li> <li>- Kick off times for 9v9 and 7v7 games to be 9.00 am, 10.30 am, 12 noon and 1.30 pm. All fixtures to be evenly distributed across the four kick off times.</li> </ul> <p><b>The Council reserves the right to change any kick off times and to move a team from their allocated sites with two days' notice.</b></p>
5	<p><b>Casual and Pre-Season Bookings</b></p> <p>There will some football pitches available from Saturday 16 June 2018 to Sunday 2 September 2018 for casual and pre-season bookings.</p> <p>Bookings and payment will be through the Council's on line book and pay facilities. Pitches are available to book 14 days in advance. A condition of hire is that the hirer ensures that no litter is left at the ground after their booking has taken place.</p> <p><a href="https://leisurecourses.derby.gov.uk/bookings">https://leisurecourses.derby.gov.uk/bookings</a></p>

	<p>Sites being used are:</p> <p><b>Moorways</b></p> <p><b>Number of pitches:</b> 2 11v11 pitches from 19 June to 2 September 2018  <b>Availability:</b> Tuesday and Thursday  Sunday  <b>Kick off time</b>  6.00 pm only  10.30 am only</p> <p>and</p> <p><b>Sinfin</b></p> <p><b>Number of pitches:</b> 6 11v11 pitches from 16 June to 26 August 2018  <b>Availability:</b> Saturday  Sunday  <b>Kick off time</b>  10.00 am and 2.00 pm only  10.00 am and 2.00 pm only</p>
5.1	No other football pitch facilities will be used due to the required time needed for grounds maintenance to prepare pitches in advance of the new football season starting in September.
6	<b>Training Facilities</b>
6.1	All parks can be used for football training but <b>penalty and goal mouth must be avoided</b> . The assembling of goal nets during the full season constitutes pitch usage and you may be charged for pitch use.
6.2	Section 11 – standards of behaviour will apply for any football training.
7	<b>Poor Ground Conditions</b>
7.1	The Council will cancel all fixtures if the ground conditions are such that play would damage the pitches or if the playability is deemed to be dangerous. A decision on the weekend fixtures will be made between 12.30 pm and 1.00 pm on the Friday before the weekend fixtures.
7.2	To find out if your fixtures will be taking place please visit our website after 1.00 pm on the Friday before your fixture. <a href="http://www.inderby.org.uk/parks/things-to-do-on-our-parks/outdoor-sports-facilities/football/">http://www.inderby.org.uk/parks/things-to-do-on-our-parks/outdoor-sports-facilities/football/</a> and scroll down to 'Fixture updates and pitch conditions'
7.3	It is the hirer's responsibility to ensure that an appropriately qualified referee is booked for each game and it will be the referee's responsibility to check the pitch prior to the game taking place. A referee may cancel a game if the referee deems that there is a danger to the safety of the players. If this happens, the team must inform the member of staff on duty (at grounds without staff, please inform the Sales and Bookings Team on 01332 641234 select option 2, option 5, option 1, otherwise the full charge will be payable.
7.4	When a referee has declared a pitch unplayable for a morning game, the pitch will not be used that morning. It may be inspected again before an afternoon/evening game. Please note if a pitch is deemed unplayable then the referee must discuss if an alternative pitch is available with the staff member on site. It will be down to staff discretion based on ground conditions if an alternative pitch can be offered.

8	<b>Derbyshire County Football Association (DCFA) Cup Matches and Other Cup Matches</b>
8.1	Priority is given to DCFA cup fixtures over league matches. However, the pitch allocation for these matches is decided between the League Secretary and the Fixtures Co-ordinator.
8.2	It is the hirer responsibility to make sure that any DCFA cup match that they are involved in at their 'home' ground is booked in advance with the Fixtures Co-ordinator on 07505 600477.
8.3	All other cup matches are booked through the Fixtures Co-ordinator. The payment will need to be made by credit or debit card by ringing 01332 641234 select option 2, option 5, option 1.
9	<b>Cancellations</b>
9.1	<p>If the hirer needs to cancel their home league or home cup game the hirer will need to email parksbookingsadmin@derby.gov.uk at least <b><u>two days before your match is due to take place, failure to do so will result in the hirer being charged for the full amount.</u></b></p> <p>If a team drops out of the league during the season which results in fixtures not being fulfilled then a refund for home fixtures which have not taken place will be arranged, if these have already been paid for.</p> <p>If you are affected by another team dropping out of the League then:</p> <p>Seven Monthly direct debit customers can have their payment schedule amended the following month.</p> <p>Upfront cash or card customers and other direct debit customers will be offered a credit for an alternative fixture, ie cup or pre-season friendly.</p> <p>Teams who are eligible for VAT relief will <b>not</b> be offered any refund in line with Customs and Excise rules.</p>
9.2	If you have any questions regarding cancellations, please contact The Sales and Bookings Team on 01332 641234 select option 2, option 5, option 1.
10	<b>Standards of Behaviour</b>
10.1	<b>THE HOME TEAM IS RESPONSIBLE FOR INFORMING THE OPPOSITION TEAM OF THE BEHAVIOUR EXPECTED</b>
10.2	<p><b>YELLOW CARD AND RED CARD</b></p> <p>Whilst the list below is not exhaustive, we will issue a yellow card for the first offence, a final yellow card for the second offence and a red card for the third offence. A red card will result in withdrawal of council facilities and the termination of their booking. In addition, all forms of warnings issued to the hirer will be shared with the relevant league, and the leagues may issue a fine</p> <ul style="list-style-type: none"> <li>▪ Foul or abusive language on the pitch, towards staff, local residents and other park users</li> <li>▪ Violence towards staff, local residents and other park users</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Wilful damage, i.e. damage to lights, showers, benches, doors etc, tearing down notices or writing graffiti and any costs incurred will be sought</li> <li>▪ Playing on an unfit pitch and any cost to reinstate the pitch will be sought</li> <li>▪ Playing on a pitch not allocated to you by the member of staff on duty</li> <li>▪ Leaving litter on or around pitches/site</li> <li>▪ Smoking within the buildings</li> <li>▪ Washing kit or boots in the sinks or showers</li> <li>▪ Drinking alcohol within the building or on the site</li> <li>▪ Failure to pay for pitch hire</li> <li>▪ Not using the designated car parking area</li> <li>▪ Failure to comply with pitch allocation</li> </ul> <p>This list is not exhaustive.</p>
11	<b>VAT Relief – Eligibility Criteria</b>
11.1	The Council reserve the right to withdraw VAT relief at any time. VAT relief can apply to block booking for 10 or more sessions/games/fixtures. The person who is making the booking will have to provide evidence to demonstrate that they meet <b>all</b> the criteria below:
	<p><b>Criteria</b></p> <p><b>Please be aware the example evidence given below in each of the seven criteria are provided to give the hirer a guide to the type of evidence required and it is the hirer’s responsibility to ensure that they provide the relevant evidence to satisfy the full criteria/condition.</b></p>
	<p><b>1</b> The booking is of 10 or more session/game/fixture.</p> <p><b>Example evidence:</b> print off of all fixture dates and the site the game will be played at from FA Full-time or the hirer’s league secretary by 17 August 2018. It is the hirer’s responsibility to gain this information.</p> <p><b>2</b> Each session/game/fixture is for the same sport or activity.</p> <p><b>Example evidence:</b> a <b>fully</b> completed application for hire booking form</p> <p><b>3</b> Each session/game/fixture is in the same place.</p> <p><b>Example evidence:</b> a <b>fully</b> completed application for hire booking form</p> <p><b>4</b> 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.</p> <p><b>Example evidence:</b> as example in criteria one.</p> <p><b>5</b> 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 that 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.</p>

	<p>If a game/fixture is cancelled due to unforeseen non-availability of their facility/pitch for example extreme bad weather this would not affect the VAT relief eligibility. The Council will not give any refunds however in line with point 4 above the Council will liaise with the club to agree a new date for the cancelled game/fixture and this must meet the conditions stated criteria four, where reasonably practical.</p> <p><b>Example evidence:</b> completed application for hire booking form with agreed payment mechanism, invoice, payment receipt</p> <p><b>6</b> The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.</p> <p><b>Example evidence:</b> a copy of a letter headed document confirming affiliation or minutes of club AGM or copy of the club/ organisation constitution, or a current Charter Standard Certificate.</p> <p><b>7</b> 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.</p> <p><b>Example evidence:</b> completed application to hire form</p>
12	<b>Miscellaneous</b>
12.1	A representative from the home team and referees must report to the staff in the Rangers Office on site to make them aware of their presence before the game, so that we can ensure the correct pitch is allocated.
12.2	Clubs/teams must return keys to the changing rooms' straight away after use or to where they were collected. If they do not return the keys the Council will charge the hirer £100 to replace the locks.
12.3	<b>The home team/club is responsible for clearing away all litter from their matches.</b> Where possible, the home team will be issued with two refuse sacks for the collection of litter from the pitch following their match. Sacks should be handed to the member of staff on site for disposal. If there is no member of staff on site the home team is responsible for the disposal of their own litter.
12.4	Please note that leagues which are Derby based will take priority in the allocation of pitches to leagues which are from outside the City boundary. If you decide to change leagues this may affect the allocation of your pitch.
12.5	It is the hirer's responsibility to ensure that the team/club/league has the appropriate and robust safeguarding procedures in place including any relevant coaches/volunteers have <b>undertaken relevant checks where required.</b>
12.6	Clubs should report any issues around pitch markings or grounds maintenance by emailing The Sales and Bookings Team on <a href="mailto:parksbookingsadmin@derby.gov.uk">parksbookingsadmin@derby.gov.uk</a> .
12.7	The Council reserve the right to withdraw or change site allocation at any time.