

**LONDON BOROUGH OF ENFIELD
REGENERATION AND ENVIRONMENT
CONDITIONS OF CASUAL/BLOCK BOOKING HIRE AND
REGULATIONS OF USE FOR SPORTS PITCHES**

Upon the written confirmation from the London Borough of Enfield of the duly completed application form the Hirer shall be bound by and shall comply with the following Conditions of Hire. From the date of the booking to the conclusion of the hire, which shall include the discharge by the Hirer of any liability which shall fall upon him under the following conditions: -

1. Applications

Neither the Council nor the Council's representative accepts responsibility for the non-arrival, by the due date, of an application form / request in writing. The application form should be properly completed and returned to the Parks Activities and Engagement Team, no later than the closing date given. The person signing the application form 'the Hirer' must be 18 years of age or over and will be responsible for complying with all conditions and regulations and any instructions given by the Council or the Council's representative. The hiring does not entitle the Hirer to use the hire venue or enter premises at any time other than the specified hours for which the facilities are hired. If the Hirer changes address prior to the date of hire, the Hirer must notify the Parks Activities and Engagement Team. The Council or the Council's representative may refuse any application for hire without giving reasons. In such cases any booking fees paid will be refunded in full.

2. Period of Hire

All sports facilities are available for hire throughout the year excluding the weekend that Christmas Day falls on or nearest to and the weekend that New Years Day falls on or nearest to. With regards to football, pre season games can be booked, from third weekend in August, and post season games, until the second weekend in May, and are available at Enfield Playing Fields and Firs Farm pitches only, requests for additional games are required in writing.

3. Casual Charges

If a casual booking is made less than 5 clear working days before the scheduled booking, the payment must be made at the time of booking over the phone via the Parks Activities and Engagement Team once the booking has been confirmed. If the booking is made in advance of 5 clear working days an invoice will be issued to the Hirer and payment will be required within one day from the date on the invoice.

4. Cancellations by the Hirer

The rates for "Block Bookings", a booking of at least 10 bookings or more which is calculated to include up to 32 games for a whole season (played every week) and up to 16 games for a half season (played on alternate weeks). In addition whole and half season bookings are exempt of VAT with the condition that there are at least 10 consecutive bookings, which are no more than 14 days apart. Credits given throughout the course of the season cannot be redeemed against the fee for pitch hire or given as a refund.

Any bookings that exceed your entitlement will be charged for in December and if necessary in April at the casual rate per pitch per game.

Extra or friendly games played before, during or after the season can be used to replace cancelled games that may occur during the current season.

The hiring charge shall be levied in accordance with the Council's Schedule of Charges.

Payments for block sports pitch hire can be paid for by paying the whole amount due, by two seasonal payments or by quarterly payments.

Please note that where bookings are made for the season, refunds are not given. Invoices / agreed instalments must be paid by the due date given; failure to do so may result in the termination of your bookings. Neither the Council nor the Council's representative accepts responsibility for the non-arrival, by the due date, of payment. Charges are reviewed annually and the new charges take effect from 1st April of each year. Notice of any changes in respect of the annual review of charges will be notified to prospective Hirers once approved.

5. Cancellation by the Council

The Hirer shall be entitled to a credit should the Council declare any ground unfit for use owing to adverse weather conditions. **It is the responsibility of the Hirer to ensure that they contact the Parks Activities and Engagement Team on 020 8379 5394 or parkactivities@enfield.gov.uk on the Friday before the weekend of games if bad weather is predicted. The Council will not be responsible for contacting the Hirer if games are going to be called off by the Council due to bad weather.**

The Council may refuse to allow the Hirer to use the sports facilities in accordance with the Pitch Inspections. The Council undertakes sports pitch inspections between the months of December and March and at other times as required. The service involves the checking of sports pitches for suitability of play. The inspection takes place on the Friday before weekend games. The results of the inspections are relayed back to the parks Activities and Engagement Team who will inform the teams of the decision. If the referee declares any ground unfit for use due to adverse weather conditions on the day of hire then the hirer will only be entitled to a credit if written proof from the referee is provided to the Parks Activities and Engagement Team.

The Council or the Council's representative shall not be liable for any expenditure incurred or loss sustained directly or indirectly by the Hirer or any person whomsoever arising from any booking cancelled by the Council.

6. Block Booking Charges

6.1 New Block Bookings

Any new block booker will be subject to a 10% non-refundable upfront fee in order to secure the pitch hire.

6.2 Cancellation of Block Bookings

The cancellation of any booking will be subject to a cancellation fee as per the table below:

The "Total Pitch Hire Fee" comprises of or refers to the amount payable

For a cancellation made of a block booking between September 1 st to November 30 th	10% of the Total Pitch Hire Fee on remaining bookings payable
For a cancellation made of a block booking between December 1 st to February 29 th	30% of the Total Pitch Hire Fee on remaining bookings payable
For a cancellation made of a block booking between March 1 st to May 31 st	50% of the Total Pitch Hire Fee on remaining bookings payable

6.2 Match Cancellations

Any cancellation by the Hirer must be made in writing **no later than 5pm Tuesday before the scheduled weekend game**. If the cancellation is in regards to a mid-week game, cancellations must be made in writing **within at least 3 clear working days before the scheduled booking**.

Cancellations can be made by email to the Parks Activities and Engagement Team email address, parkactivities@enfield.gov.uk. Neither the Council nor the Council's representative accepts responsibility for the non-arrival, by the due date, of notices of cancellation. **If notification is not given by the above deadline, the booking will count as part of the Hirer's block booking entitlement and you will not be able to use the credit against an additional game(s)**. Where proper notification of a cancellation is given a credit will be issued to the team. This credit is valid for use for the named team only for use in the current season only. The credit cannot be redeemed against the fee for pitch hire or given as a refund. The Council or the Council's representative shall not be liable for any expenditure incurred or loss sustained directly or indirectly by the Hirer or any person whomsoever arising from any booking cancelled.

7. Insurance

The Hirer must provide a Public Liability Insurance Certificate with a limit of indemnity of no less than £10,000,000 (five million pounds only in respect of any one accident or series of accidents arising as a result of the event) by the deadline provided by the Council, failure to do so will result in the agreement being cancelled.

8. Indemnity

The Hirer shall be liable for and shall indemnify the Council against any expenses liability claim or proceeding whatsoever arising under any statute or common law in respect of personal injury to or the death of any person whomsoever and damage whatsoever to any property real or personal insofar as such injury death or damage arising out of or caused by the use by the Hirer of the Pitches provided that the Hirer shall not be liable for injury death or damage resulting from the negligent acts of the Council, its servants or agents.

9. Damage & Loss

The Hirer shall ensure equipment at the hire venue or property belonging to the Council is left in a clean, tidy and orderly condition and shall take all reasonable care of and shall not allow or cause damage. The cost of any damage not arising from any act or omission of the Council to the venue's equipment or any other property belonging to the Council shall be borne by the Hirer. The Hirer shall pay to the Council on demand the cost of repairing and making good any such damage and/or replacing any such loss and the costs of hire or equipment whilst awaiting replacements. Such sums shall be recoverable from the Hirer as a debt.

10. Supervision

The Hirer shall be responsible for: -

- a. the administration, organising and the running of the event relating to the hire.
- b. the supervision of all participants, officials and spectators.
- c. ensuring that the hire venue (including changing facilities, showers and toilet where appropriate) are left in a tidy condition and litter free.
- d. ensuring that there are sufficient stewards and officials to fulfil these conditions.

11. Personal Property

All properties and effects left at the hire venue and belonging to the Hirer or members of the hiring group will be left at the Hirer's own risk. Such properties and effects must be removed at the conclusion of the hire period.

12. Sub-letting

The Hirer shall not cause or suffer the hire venue to be used for any purpose other than that for which it is hired. The Hirer shall not sub-let or assign the hire without the prior written consent of the Council or the Council's representative.

13. Accidents & First Aid

The Hirer shall ensure that there is available throughout the period of hire an adequate number of persons present who are competent and equipped to administer First Aid to any person sustaining personal injury during the event relating to the hire. The Hirer is required to notify the Council or the Council's representative within 42 hours, of any accident or personal injury sustained to members of the hiring group during the course of the hire period.

14. General Conditions

The Hirer is responsible and shall ensure the following conditions are observed: -

- a. grounds and changing rooms must be vacated no later than the hire times specified on the booking permit / confirmation.
- b. that equipment and property belonging to the Council at the venue and the changing facilities (where applicable) is left in a clean, tidy and orderly condition and shall take reasonable care of and shall not allow or cause damage
- c. where there are no changing facilities at the hired venue, the Hirer and members of the hiring group shall be encouraged to change where they can not cause offence to other users or members of the public
- d. the Hirer shall ensure that no nuisance is caused to local residents or other users of the facilities, if any, during the period of hire and on arrival at or departure from the venue
- e. the Hirer shall not provide or arrange to have provided any refreshments or catering facilities at the venue except with the approval of the Council, the Council's representative and the approval of any concessionaire to whom the Council may have granted catering rights at the hired venue
- f. the Hirer shall not bring or allow to be brought onto the venue dangerous or hazardous substances
- g. the Hirer shall not sell or supply to other persons any goods of any description at the hired venue
- h. the Hirer shall note that no play shall be allowed to progress without the issue of an appropriate invoice
- i. the televising, radio broadcasting or filming of an event shall not be permitted without prior written consent of the Council or the Council's representative
- j. the Hirer shall comply with the byelaws, local rules and regulations in so far as they relate to the use of Pleasure Grounds. For Rugby bookings the white fence on pitch RFP1 must be removed after the end of the season and not reinstalled before the start of the season, During the season no padlocks can be used on the gates in the fences.
- k. the hirer is not permitted to bring alcohol into the grounds except where permission has been granted by the Council in writing
- l the Hirer shall ensure that no vehicles park in undesignated areas within the park, nets and equipment should be carried to the pitches.

15. Litter

It is the responsibility of the hirer to advise their team members, visiting teams and spectators directly related to their games, not to leave litter within the park grounds or surrounding roads. Should issues surrounding, litter be brought to our attention by the Park Manager the hirer will be required to pay the cost of removing and disposal of litter generated from your games. Hirers should also note that Council officers may issue Fixed Penalty Notices for litter offences

16. Termination

The Council and its representative have the right to terminate, without notice, any hire where the Hirer has not provided a copy of their Public Liability Insurance/purchased the Councils Insurance or not returned a signed copy of the Conditions Of Block Booking Hire and Regulations Of Use For Sports Pitches or defaulted on the arrangement, agreed

with the council, for the payment of the seasons pitch hire.

Invoices issued are required to be paid within the set deadlines, failure to do so will result in games being cancelled, and possible legal action.

The Council and its representative have the right to terminate without notice any hire that does not conform to the above Conditions or does not operate to the standards that, in the opinion of the Council or its representative officers, are safe and proper. The decision of the Council or its representative in this respect is final.

17. Equal Opportunities

The Council is committed to opposing harassment and victimisation of Borough residents, service users and employees on the grounds of colour, ethnic origin, nationality or national origins, race or religious belief. Positive action will be taken to counteract harassment in the community, in the provision of services and facilities and in the workplace.

Should any club or organisation be found to have contravened the Council’s Equal Opportunities policies, as described in the paragraph above, the Council will take action to discontinue their hire of Council pitches.

16. Declaration

I (Print Name) on behalf of

.....(Name of Team)

undertake to comply with the conditions detailed above. **I have retained one copy of these conditions and returned a copy to you,** having duly read and understood the conditions as they relate to my club, organisation or hiring group.

Signed

Date.....

Position Held.....