



## ENVIRONMENT SERVICES

### CONDITIONS OF HIRE

Terms and Conditions of Booking Playing Field Facilities  
[pitchbookingsandpayments@torfaen.gov.uk](mailto:pitchbookingsandpayments@torfaen.gov.uk)

#### ***Definitions and Interpretation***

In these Terms and Conditions

[1] Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit such an act or thing to be done by another person.

#### **Cancellation**

[1] *By Hirer:* If the Hirer fails to give at least 48 hours' notice of cancellation or fails to take up the fixture, the Hirer will pay the whole fee.

[2] *By the Council:* The Council reserves the right to cancel any fixture in the event of the Facilities being required for special events or tournaments. **In such cases as much notice as possible will be given to Hirers. The Council will not be liable for any loss arising out of such a cancellation.**

[3] *Inclement Weather:* During inclement weather the Hirer shall contact [Pitchbookingsandpayments@torfaen.gov.uk](mailto:Pitchbookingsandpayments@torfaen.gov.uk) to ascertain if their weekend fixture is playable on the Facilities.

A decision by the Council to call off a game during inclement weather shall be final with regard to whether any ground is in a playable condition. If the Hirer uses the Facilities following a decision by the Council that the ground is unplayable then the Hirer will be liable for all costs incurred by the Council in reinstating the Facilities to a playable condition. It may also result in the Facilities being withdrawn by the Council and the Hirer reapplying for the venue.

**NB: Any Hirer breaking this condition will be suspended from using Council Facilities. There will be no exception.**

#### **Refunds**

Refunds will **ONLY** be issued if the fixtures are cancelled by the Council.

#### **Pricing**

The Council reserves the right to vary its hire charges at any time and with immediate effect by giving written notice to the Hirer.

#### **Broadcasting**

The Hirer shall not grant broadcast sound or television, or filming rights in relation to the Facilities without prior written consent of the Council. If such consent is given, the Council reserves the right to take part in any negotiations and to be a party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.

#### **Insurance**

The Hirer shall have in force during the Period of Hire a policy of insurance effected with a reputable insurance policy covering the Hirer against third party risks and the indemnity in these Terms and Conditions for a sum of not less than £2 million, and at the request of the Council he will produce to the Council evidence of such policy.

#### **Indemnity**

The Council will not be responsible for any loss of or damage to any property or for any loss, damage or injury which may be incurred by or be done or happen to any person or persons resorting to the Facilities during the hiring and this will include any cause whatsoever and any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction or Act of God which may cause the Facilities to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the Council against any claim which may arise out of the hiring or which may be made by any person resorting to the Facilities during the

hiring in respect of any loss, damage or injury. For the avoidance of all doubt it is hereby agreed that the Council has not given any undertaking or indemnity of any nature to the Hirer.

### **Use of the Facilities**

The Hirer shall not use the Facilities for any purpose other than the authorised purpose. **Clubs who lease / have their own pitches should use these in the first instance.**

### **Protection of Children**

The Council aims to safeguard the welfare of children and young people participating in the full range of services provided by the Council and will ensure that its client/partner organisations commit to good practice which protects children and young people from harm. In doing so, the Council will take account of and comply with current legislation and best practice.

Keeping children safe from abuse when they are involved in organised sporting activities is the principal goal of the Council.

Voluntary organisations who provide sport, play and leisure activities for children must accept that prevention of child abuse is part of their duty of care towards those children.

The Hirer must appoint a Child Protection Officer who is responsible for the implementation of a child safe environment and who becomes the point of contact for all matters relating to child safety.

The Regeneration, Sports Development Section of the Council is able to offer advice and support to help hirers adopt a child safe environment.

### **Stored Equipment**

The Council will not be responsible for any damage that may occur to the Hirer's or anyone else's equipment stored at the Facilities.

The Hirer shall not bring any equipment onto the Facilities for the purpose of storage without the written consent of the Council.

### **Access**

The Hirer is responsible for ensuring that all access to and from the Facilities are kept clear of motor vehicles belonging to team members and spectators at all times. Failure to do so may result in the Facilities being withdrawn by the Council if complaints are received by third parties.

### **Vehicles**

The Hirer shall ensure that no motor vehicles shall be parked on or driven across the Facilities and any costs incurred by the Council arising out of any damage to the Facilities as a result of any motor vehicle being parked on or driven across them shall be recoverable by the Council from the Hirer.

### **Health and Safety Responsibilities**

The Hirer should devote sufficient time, effort and resources to ensure the Health and Safety of all participants at the ground/Facilities both in its day-to-day use.

The Hirer shall appoint a Safety Officer who should be of sufficient competence, status and authority to take responsibility for safety and be able to authorise and supervise safety measures.

The Hirer shall during the Period of Hire be responsible for:-

[a] The efficient supervision of the Facilities including the orderly and safe admission and departure of persons to and from the Facilities and the orderly and safe clearance of the Facilities in case of emergency.

[b]. The safety of the Facilities and the preservation of good order and decency therein.

[c]. Ensuring all doors giving egress from the Facilities shall be kept unfastened and unobstructed and immediately available for exit during the whole time the Facilities are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the Facilities.

If at any time rubbish or faulty equipment is being stored in the Facilities and is deemed to be unsafe or hazardous, the Council will make the necessary arrangements for its safe removal at the cost of the Hirer.

The Hirer shall ensure that Fire regulations are adhered to at all times.

The Hirer shall ensure that all pitches are checked thoroughly before use to ensure the following:

- That the area is of suitable size to allow safe play
- That the surface is suitable for the planned activity
- That the surface is in good condition and suitably free from dangerous objects, stones/glass.
- That the condition of any netting is good and does not protrude onto any playing area.
- That the sockets for Tennis Courts are capped.
- That after frosty conditions the pitch is still safe for playing on - previously muddy pitches can become dangerously ridged.
- That goal posts are secure.

The Safety Officer should ensure that any accidents or minor incidents are recorded formally along with any action taken to rectify them. This record should be available for inspection by the Council.

***Before and after each event the nominated Safety Officer should:***

Carry out a general visual inspection for signs of damage and ensure the Facilities are safe and fit to use.

Ensure that it is possible to operate and gain access to the emergency exits and the First Aid kit.

Test the operation of exit doors and gates.

Test lighting, communications and fire warning/detection systems.

Check the ground for any accumulation of combustible litter and for any source of potential missiles.

Check security of any container used for storage of combustible material.

**Leaving Facilities Clean**

At the expiration of each period of use of the Facilities the Hirer shall leave the Facilities in a clean and orderly state and free of litter.

**Assignability etc.,**

The benefit of this Agreement is personal to the Hirer and is not assignable or capable of being sub-hired.

**Warranty**

The Council gives no warranty that the Facilities are legally or physically fit for any specific purpose.

**Failure to Observe Terms and Conditions**

If the Hirer fails to observe any of these Terms and Conditions the Council may:

- a] charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure including the cost of employing workmen, cleaners and other persons as may be appropriate, and
- b] cancel the instant or any other hiring of the facilities by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

**Complaints**

Any complaint arising out of the hiring must be made in writing to the Council within 3 days after the expiration of the period of particular use.

**How the Council may act**

The Council may act through any authorised officer and references in these Terms and Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirements of any such officer and anything which the hirer is required to produce is to be produced to such officer.