



**WOKINGHAM
BOROUGH COUNCIL**

**SPORTS PITCH BOOKING
CONDITIONS**

2012/13

**Wokingham Direct
Pitch Booking Team**

SPORTS PITCH BOOKING CONDITIONS

Wokingham Direct Pitch Booking Team

Wokingham Direct are committed to providing quality services to all our customers. If for any reason you are dissatisfied with the service you receive at any time, please let the Pitch Booking or Parks & Open Spaces Team know as soon as possible.

Wokingham Borough Council contact details are as follows;

Pitch Bookings
Wokingham Direct
Wokingham Borough Council
P.O. Box 153
Shute End
Wokingham
RG40 1BN
Tel: 0118 974 6000
Email: pitch.booking@wokingham.gov.uk

CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 The "Contract" means the completed Sports Pitch Booking form signed by the Hirer and the Council together with the Sports Pitch Booking Conditions.
- 1.2 The "Hirer" means the individual signing and completing the Sports Pitch Booking form and the person responsible for payment and making ALL bookings.
- 1.3 The "Fixtures Secretary" refers to the person who has been nominated to be responsible for all bookings for that organisation by the "Hirer".
- 1.4 The "Treasurer" refers to the person who has been nominated to be responsible for payments for that organisation by the "Hirer".
- 1.5 The "Facility" means the premises (or parts thereof) owned by the Council and operated by Wokingham Borough Council Neighbourhood Services and includes any equipment and/or facilities provided for use by the Hirer under this Contract.
- 1.6 "Wokingham Direct" means the persons responsible for allocating all sports pitches at the beginning of each season, inputting fixtures information on the internal booking system and invoicing the Hirer in accordance with the current Fees and Charges List.
- 1.7 The "Council" means Wokingham Borough Council and, where the context so admits shall include any officer, servant, employee or agent of Wokingham Borough Council.
- 1.8 The "Parks and Open Spaces Team" means the persons responsible for the maintenance of all Wokingham Borough Council sports pitches and associated Sports Pavilions.

2. SPORTS PITCH BOOKING FORM

- 2.1 Applications for the hire of any sports pitches will only be accepted by completing the Council's Sports Pitch Booking Form which shall be read in conjunction with these Sports Pitch Booking Conditions and form part of the Contract between the Council and the Hirer.
- 2.2 When the booking form has been completed in FULL and returned to Wokingham Borough Council by the deadline set out in our allocation letter, it constitutes a formal offer for the hire of the facilities. When the hire has been confirmed a legally binding Contract exists. The Hirer must read and fully understand the booking conditions before signing the booking form.
- 2.3 Amendments cannot be made to the booking form after the form has been completed and submitted. A new booking form will need to be completed and re-submitted to Wokingham Borough Council. If changes to the hire of sports pitches are required, the Council will make every effort to accommodate the Hirer but the Council cannot guarantee that sports pitches will be available.
- 2.4 Any Hirer (or team if Hirer has changed) with an existing debt on their account will have to clear that outstanding debt before they will be provided with a pitch allocation for the upcoming season. Failure to do so will result in loss of allocation.

3. OBLIGATIONS OF THE HIRER

The Hirer is to be responsible for;

- 3.1 All administration, organisation and running of the particular activity including the completion and return of the Sports Pitch Booking Form, Public Liability certificate and proof of address within the specified time period.
- 3.2 The supervision and control of competitors (opposition team), visitors, spectators and officials.
- 3.3 Informing the Council of any injury sustained by a player or spectator during the period of hire. The hirer must inform the Parks and Open Spaces Team in writing detailing the location, time and date of the accident, the nature of the injury sustained and the likely cause of the injury. This includes any injury sustained during the period of hire that occurs on a WBC facility/site and ALL persons that may be on site during the period of hire.
- 3.4 Ensuring that all users conduct themselves in a proper and correct manner with due consideration to other users and staff. Abusive and/or threatening behaviour, 'whether verbal or physical' towards the staff at Wokingham Borough Council, towards the attendants, or other members of the public on site will not be tolerated for any reason and may lead to the Council cancelling all future bookings for the individual and/or the team. These will be investigated on a case by case basis.
- 3.5 Ensuring that all users only play on the pitch allocated to them at the time of booking and those users do not transfer to any other pitch on the day of hire.
- 3.6 Ensuring that all users do not play on pitches when Wokingham Borough Council, attendants, or the referee has cancelled games. (Please refer to Section 12). This includes use for training and friendly games.

- 3.7 Ensuring that all users **do not leave any valuables on site unattended during the period of hire** (Please refer to Section 18).
- 3.8 Leaving the Facility (and all parts thereof in connection with the hiring) in a clean and tidy condition, ensuring that all sports equipment is returned and secured within the building and that all Pavilions are locked after use.
- 3.9 Ensuring that all litter is removed or placed in the bins provided.
- 3.10 Ensuring that the Council's **No Smoking Policy** is adhered to at all facilities during the period of hire.
- 3.11 Collection and return of keys required to use the Facility can be made from the Parks and Open Spaces Team at the beginning and end of each season. (The Hirer may nominate someone to carry this out on their behalf). A deposit may also be required for each set of keys issued to ensure that they are returned at the end of the season.
- 3.12 Ensuring that all users comply with the Sports Pitch booking conditions and with all reasonable requirements of Neighbourhood Services for the safety and convenience of those using the Facility.
- 3.13 Contacting the out of hours telephone number in the event of an EMERGENCY ONLY on 0800 212 111. **Please note that teams using the emergency call out number for non emergencies will be charged for the cost of the callout.**
- 3.14 Ensuring that any pitches allocated to your league/teams are fully utilised throughout the season. The use of pitches each season will be carefully monitored to ensure fairness in the allocation process the following season. **Teams deemed not to be using pitches will risk losing their allocation of that pitch for the upcoming season.**
- 3.15 Ensuring that all teams are issued with the Sports Pitch Booking Conditions to ensure that they are familiar with the agreement between the Hirer and Wokingham Borough Council.
- 3.16 Ensuring that all users pay due respect to residents living immediately adjacent to the facility being hired.
- 3.17 Ensuring that teams do not park on grass areas during periods of adverse weather or in a manner that would prevent access for emergency vehicles, to be considerate to the residents living adjacent to the park by parking in designated bays.
- 3.18 Informing the Council of any cancellations within the specified time period as stated within Section 13.

4. PITCH ALLOCATIONS

- 4.1 The Hirer will be allocated a specific pitch at the time of booking for the season (Please refer to Section 3.5 and 8.1). Pitch bookings can be made from 8.30am to 5pm Monday to Friday by emailing pitch.booking@wokingham.gov.uk or by contacting Wokingham Direct on 0118 974 6000.

- 4.2.1 For Ad-hoc bookings requested by a Hirer or Fixture Secretary with a current season Booking Form, depending on Facility, please allow at least 48 hours before your requested booking time to allow time for Wokingham Direct to check current pitch allocations, and to notify the relevant personal that a pitch is required. The Council will make every effort to accommodate the Hirer but the Council cannot guarantee that sports pitches will be available on short notice.
- 4.2.2 For Ad-hoc bookings made by any other person (than those mentioned in Clause 4.2.1), please allow 14 days prior to the date of your booking taking place to allow time for Wokingham Direct to check current pitch allocations and to notify the relevant personal that a pitch is required, and payment being made to the councils Cashiers department by the Hirer. The Council will make every effort to accommodate the Hirer if a booking request is submitted sooner than 14 days but the Council cannot guarantee that sports pitches will be available or able to be booked out on short notice.
- 4.3 The council will not accept fixture lists from any other person on behalf of the Hirer or Fixtures Secretary for that organisation unless notified beforehand by either of those two parties.
- 4.4 Allocation slots will be for a maximum of three hours, which allows adequate time should the fixture be a cup game requiring extra time and penalties, including set up and taking down of equipment, and any delays.
- 4.5 On rare occasions, there are circumstances that prevent the contractors from carrying out line marking to the pitches (such as inclement weather). During these instances the referee and teams are responsible for the decision as to whether to proceed on the day. A discount or refund will not be applied should the teams decide to proceed with the fixture.

5. CHANGING ROOMS

Changing rooms are optional and only available at Cantley Park, Chalfont Park, Chestnut Park, East Park Farm and Waverly Way. There is a limit to how many teams can use them simultaneously at each venue.

- 5.1 Changing rooms need to be booked out prior to the fixture taking place and keys provided or attendants notified to open these. They are available 30 minutes prior to kick off and 30 minutes once the fixture has ended. One changing room consists of two units that will cater for home and away team.
- 5.2 The away team will only be allowed access to the changing rooms if the hiring team have them booked.
- 5.3 It is the Hiring teams' responsibility to ensure that changing rooms used by both sides have been cleaned at the end of their session, to check for damage, to ensure that lights are switched off, and for locking up afterwards (including setting any alarms). Locking the facilities is not necessary if there is an attendant on site.
- 5.4 Any damage to the changing room(s) needs to be reported to Parksandopenspaces@wokingham.gov.uk. It would be beneficial if you can provide as much detail as possible to the location and take photographic evidence of damage to ensure that the correct party is billed for this (especially if damage is visible prior to starting your session – see section 17).

6. **ASTROTURF PITCH**

The Astro pitch is available at Cantley Park, and is floodlit.

- 6.1 During the football season (running from September to April); slots will only be available on the hour for the astro pitch.
- 6.2 The Hirer is responsible for ensuring that players only use the space allocated to them on the astro pitch in the time allocated to them.
- 6.3 Hirers are responsible for collecting the samba goals from the storage unit, returning them to the storage unit and ensuring that it is secure after use.

7. **REFUSAL OF AN ALLOCATION OR BOOKING**

- 7.1 While the Council will make every effort to accommodate the Hirer in their preferred location and quantity of pitches requested, the council cannot guarantee the same as what was allocated to you in previous seasons nor that you will get a pitch allocation.
- 7.2 The Council reserves the right to refuse any application for the hiring of a Facility without being required to give any reason for such refusal.

8. **FIXTURES**

- 8.1 It is normally the case that Teams/Leagues do not have a complete set of fixtures for the whole season. In order to ensure pitch availability every week, the pitch(es) allocated to the Hirer will be reserved for them every week.
- 8.2 It is the responsibility of the Hirer or nominated Fixtures Secretary to provide Wokingham Direct with fixture details including opposition team names by emailing pitch.booking@wokingham.gov.uk **by 5pm on Wednesday** of each week. This will allow sufficient time to make all the necessary bookings. **Failure to provide fixtures/cancellations by the specified time may result either in the loss of your booking or being charged for the pitch use allocated to the Team depending on location and if an attendant is involved.**
- 8.3 In the event that a Fixtures Secretary has been nominated to be responsible for all bookings for that organisation, the Hirer agrees to take full responsibility for all bookings and charges made on behalf of their organisation by the nominated third party Fixtures Secretary.

9. **FEES AND CHARGES**

- 9.1 The Council reserves the right to vary its charges without notice. Fees and charges are subject to inflation and will therefore increase on a yearly basis. Fees will be charged by the Junior or Senior rate per game, as per the Fees and charges list which is agreed by members on an annual basis.
- 9.2 If the Hirer's use of the Facility proceeds beyond its allocated time the Hirer will be liable to an excess charge.
- 9.3 Junior rates apply for all those users under the age of 18. Adult rates are for users who are aged 18 and over.

10. PAYMENT

Please refer to Part A of the Sports Pitch booking form

- 10.1 The person who has completed and signed Part A of the Sports Pitch Booking form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.
- 10.2 All hirers who have completed Part A of the Sports Pitch Booking form **will be required to provide confirmation of their address together with the completed booking form.** Failure to provide this information will mean that Wokingham Borough Council will be unable to secure the requested booking. Proof of address can be provided by supplying an up to date (within the last year) photocopy of one of the following documents;
- Utility Bill
 - Council Tax Statement
 - Letter from Solicitor confirming purchase
 - Copy of tenancy Contract or confirmation by Landlord/Letting Agent of tenancy
 - Bank Statement
 - Driving Licence
 - Vehicle Registration Document

10.3 PAYMENT PROCEDURE

When a booking is confirmed, the fee (made payable to Wokingham Borough Council) must be paid upon receipt of the invoice. The invoice will be issued to the Hirer (unless a Treasurer has been nominated) at the beginning of every month for payment of pitches hired in the previous month.

- 10.4 Please note that if the council have not received payment after a certain period, an automated letter will be generated by the finance team's system and posted out to the address provided.
- 10.5 If payment is not received within 30 days for any booking, the details of the Hirer will be passed to the debt recovery team and no further bookings will be made until the debt has been recovered in full.
- 10.6 If a booking complies with VAT exemption conditions then a direct debit can be set up with our Accounts Receivable department so that the total will be divided by 6 monthly instalments coinciding with the football season. We will then set this up to come out the 1st working day of each month. Please note that 10 clear working days are required to set up a direct debit and this will need to be arranged with Accounts Receivable.

11. V.A.T. EXEMPTION CONDITIONS

- 11.1 **Please note that the rules concerning VAT are set by the Inland Revenue, not the Council and will therefore be strictly applied without exception.**
- 11.2 The hire of sports facilities, including sports hall, swimming pools, football pitches and tennis courts, are subject to VAT. However, if they meet **all** the following requirements then they qualify as being exempt:

Step	Condition
1	The series consists of ten or more sessions, booked at the same time.

2	Each session is for the same sport or activity.
3	Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
4	The interval between each session is at least one day but not more than fourteen days. The duration of the sessions may be varied however there is no exception for intervals greater than fourteen days through the closure of the facility for any reason. Dates must be set at the time of booking; there is no extension to this limit to take account of school holidays, public holidays, etc
5	The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised . In the event that the facility is not available for use on a scheduled date because of an unforeseen circumstance (such as vandalism or inclement weather), entitlement to VAT exemption for the series is unaffected. In this case you can either have a session added to the end of your series or the session refunded.
6	The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7	The person to whom the facilities are let has exclusive use of them during the sessions.

It is down to the Hirer to prove that they meet the criteria above. If any of the criteria above are not met during the booking, then the entire series becomes taxable. Please also see section 10.6.

12. CANCELLATIONS BY THE COUNCIL

- 12.1 The Council will endeavour to provide the pitch and facilities on the date and time booked by the Hirer. However, in the case of bad weather conditions or under exceptional circumstances e.g. for health and safety reasons, the Council reserve the right to cancel the use of a venue/s and withdraw permission to use the Facility at any time. The Council will refund the cost of the hire on cancelling a hiring but shall be under no liability for any expense incurred or loss sustained by the Hirer as a result of the Cancellation.
- 12.2 Pitch inspections are carried out on Friday of each week by the Parks and Open Spaces Team. Wokingham Direct will set an automated message on the telephone number below to inform all teams of the outcome of the weekly inspections. Each Hirer will be responsible for phoning the Hotline phone on 0118 974 6253 in order to find out whether pitches are suitable to be played on.

13. CANCELLATIONS BY THE HIRER

- 13.1 The Hirer is responsible for notifying Wokingham Direct in writing by emailing pitch.booking@wokingham.gov.uk of any cancellations or alterations for pitches **at least 2 working days in advance of the date of proposed hire**.
- 13.2 If Wokingham Direct do not receive written notification at least 2 working days in advance of the proposed hire, the Hirer will be required to pay the total cost of the hire without exception.

- 13.3 In the event that a fixture is cancelled by the referee, it is the responsibility of the Hirer or Fixtures Secretary to notify Wokingham Direct within 48 hours of the date of the fixture. Failure to do so will result in the hirer being required to pay the total cost of the hire without exception.

14. RIGHT OF ENTRY

- 14.1 Members of the Council and its Officers shall at all times during the period of hire have free entry to the Facility and instructions must be given by the Hirer to his officials for their entry. The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Facility.

15. PROHIBITION OF ASSIGNMENT

- 15.1 The rights to use the Facility under the Contract shall not be sublet, assigned or otherwise transferred and the Hirer shall not assign the benefit or burden of the Contract or any part thereof, or sublet or subcontract any part of the Facility.

16. LIABILITY

- 16.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever and whosoever caused, whether to property or person sustained by any person or persons in the Facility, except where such loss, damage, injury or death is caused by the Council's negligence or any defect in its premises.

17. INDEMNITY

- 17.1 The Hirer shall repay the Council on demand the cost, as certified by the Parks and Open Spaces Team whose certificate shall be final, of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility which is damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring.
- 17.2 The Hirer shall obtain Public Liability Insurance for a minimum of £2 million to indemnify the Council against death or injury to any party or loss or damage of property belonging to any persons arising out of the use of the Facility during the period of hire.
- 17.3 The Hirer will be **required to produce evidence of such insurance as described above at least 14 days before the date of hiring**. Failure to provide this information will mean that Wokingham Borough Council will be unable to secure the requested booking.
- 17.4 The Hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at the Facility during the period of hire.

18. PERSONAL PROPERTY

- 18.1 The attendants may remove and store any property left behind by the Hirer after the expiry of the times provided in the Contract. The Council shall not be held responsible for any damage or theft of any such property by or during any such

removal or storage. The Hirer agrees that the Council shall be entitled to remove any property left at the Facility as a result of the hiring and not claimed within 28 days.

19. CAR PARKS

- 19.1 Car Parks at the Facility are included in the hiring arrangements and remain under the control of the Council who may at their discretion charge spectators for its use and retain all fees charged. **Officials and participants may use the car park free of charge to park their own motor vehicles but the vehicles are left entirely at their owner's risk.** The Council does not make any claim or warranty as to the safety of the car park and has not authorised attendants to do anything except to require payment of the charges fixed by the Council nor to make any representation to or Contract with any person.
- 19.2 Ensuring that cars parked at a venue will not interfere with; residents parking, causing damage to grass verges or field, and if emergency services are required to respond to a call in the vicinity.

20. NOTICES

- 20.1 No notices or placards erected, displayed or provided by the Council may be removed or covered up.

21. COLLECTION OF LOTTERIES

- 21.1 No collections, games of chance, sweep stakes or lotteries nor any betting of any kind may be conducted at the Facility.

22. BROADCASTING

- 22.1 No Hirer shall grant sound, television broadcasting or film rights without the prior written consent of Wokingham Borough Council, provided that if such consent is given Wokingham Borough Council reserves the right to be a party to any negotiations and to the terms and conditions of any Contract reached and share any income and publicity derived there from.

23. PHOTOGRAPHS

- 23.1 Photography and filming at the Facility may not take place without written consent from Wokingham Borough Council.

24. VARIATIONS TO THE CONTRACT

- 24.1 The Council reserves the right to vary the conditions of the Contract at any time on 7 days notice. Any variation so made shall be deemed to be incorporated in these conditions. The Hirer may, within 7 days receipt of such receipt, terminate the Contract.

25. VIOLATIONS TO THE CONTRACT

- 25.1 The Council reserves the right to terminate any activity if it appears that any of the Sports Pitch Booking Conditions have been or are being violated. Such

determination shall not release the Hirer from any obligation under these conditions or affect any right of remedy which the Council may have under these conditions or otherwise. The Council shall be entitled to retain and benefit from any monies paid to them in respect of the letting.