

OUTDOOR FACILITIES WINTER SEASON
TERMS AND CONDITIONS OF HIRE FOR FOOTBALL AND RUGBY

(This is your copy for your reference. Please keep it safe)

Application: Advanced application for the hire of any facility must be made in writing on the prescribed forms. Applications should include details of all the proposed use of the facilities.

Insurance: Copies of the Hirer's **Public Liabilities Insurance** along with the Council's signed Disclaimer Form enclosed, is to be forwarded to the Outdoor Facilities Office before the start of the season.

Security of Valuables During Fixtures: The pavilion is not always manned (Pavilion Attendants may have to open other sites). It is the home Club's responsibility to ensure that the team's valuables are safe and secure. Clubs are advised to nominate/ appoint a member of the team to collect the valuables and then lock them in a safe place. The home side should also advise their opponents to do the same.

Availability of fields: The training areas will be available from the 1st July 2019 for training sessions (where permission has been given by the Parks Department).

Hire of fields and facilities for events: For clubs that wish to hire council ground/facilities for Tournaments and Fundays, you must seek permission from us prior to any other arrangements being made. Under certain circumstances an ESAG form must be completed and returned with all appropriate paperwork. All requests for use must be made a minimum a month before the events are due to take place.

Special Notes On Training:

1. Training is now allowed on all grass pitches as long as it is booked and paid for by contacting the Outdoor Facilities Department. We will be monitoring use of our fields to make sure clubs are complying with the Terms and Conditions. **Fines for unauthorised use will be imposed on any club that do not comply. Repeat offenders may have the use of Outdoor Facilities removed for the remainder of the season.**
2. Clubs, which are allocated grounds that are used for both football & rugby called "Dual Use", will not be allowed to train on them under any circumstances and permission will not be granted. Clubs who disregard this condition will have their ground allocation rescinded.

Start Dates for booking fixtures:

1. Pre-season friendlies can be played from 3rd August 2019.
2. Football season begins on the 10th August 2019
3. Rugby season begins on the 31st August 2019.

End dates for dual use and season will be announced closer to the time.

**Booking grounds
Where Cricket
Is Played:**

1. Dual use grounds where cricket is played will not be available for fixtures until 14th September 2019.
2. Cricket Clubs that are enjoying a successful run in “Cup Competitions” they have entered during their season may require their season to be extended beyond the above date to meet the requirement. On occasions, this office reserves the right to allow (within reason) the Club to carry on at their allocated venue to fulfil these fixtures to enjoy the “home” advantage.
3. Football and rugby will come to an end on shared grounds in April to allow the grounds maintenance staff time to prepare the ground for the coming cricket season normally around the first week in May. Clubs affected by this will be given alternative venues to play on. Confirmation of the date will be announced closer to the time.

Booking a Fixture:

1. To book fixtures you can contact Outdoor Facilities on 01443 811452 or via email to outdoorfacilities@caerphilly.gov.uk
2. The deadline for booking and paying for a Friday and weekend fixture is **Thursday at 12 noon**, after this time no more fixtures will be taken.
3. Weekday fixtures and training must be booked at least 24hrs before. No same day bookings are allowed, the only exception being pitch only training.
4. All fixtures/training sessions must be authorised by the Council through this office. Under no circumstances will the Hirer approach the pavilion attendant direct for use of the facilities.
5. The pavilion attendants have been instructed under no account will he or she open the changing rooms unless they have been informed to do so from this office.
6. Any unreasonable behaviour given to an attendant by Club/team members/supporters will result in the team having the ground allocation cancelled.

Payments:

1. It is the clubs responsibility to ensure they pay for the weekend fixture before the 12:00 noon deadline on a Thursday or 24hrs before for a weekday fixture.
2. You can pay by cash or cheque at any of the Authorities Cash Offices or at Parks Services at Ty Bargoed. We also accept card payment over the phone. Alternatively you may send a cheque via the post. *(Please note that cheques need to be posted at least a week in advance of the requested fixtures.)*

Cancellation:

1. **By Hirer Pre Fixture:** We can refund the pavilion fee up to 3pm on a Friday for weekend fixtures or by 3pm the day before for weekday fixtures. Pitch fees will only be refunded if the pitch has not already been marked.
2. **By Hirer Post Fixture:** If the fixture has been cancelled due to weather or pitch conditions the club (not the attendant) must notify the Parks Office by 16:30 on the next working day, otherwise the fixture fee will be forfeited.
3. **By the Council:** The Council reserves the right to cancel any fixture during a long term booking in the event of the facility being required for a special event, tournament or for unforeseen circumstances. *(As much notice as possible will be given to Clubs in such cases. The Council shall not be liable for any loss arising out of such cancellation.)*
4. During inclement weather, it is the clubs responsibility to contact the council to find out if their fixtures are playable on their allocated grounds.
5. The Council's decision to call off games during periods of inclement weather is final. If any Club uses a facility following this decision, the Club will be fined and may be liable for any reinstatement costs. This may result in the facility being withdrawn by the authorised officer and the Club reapplying for the venue. Any Clubs breaking this condition may be suspended from using Council facilities. In the event of any claims or actions arising from unauthorised use, these will be the responsibility of the Club.
6. You can contact Outdoor Facilities on 01443 811452 after 12:00 Noon on a Friday for weekend fixtures. Alternatively you could follow our twitter feed [@CCBCPitchWise](#) for up to date announcements on council pitches.

Charges:

1. The Council reserves the right to vary its charges without notice.
2. The fixture fees entitle the Hirer to use: -
 - 2 Changing Rooms (1 Home, 1 Away)
 - Referee Changing Rooms (where available)
 - Showers
 - Playing surface
3. If you have more than one mini fixture for a morning, a mini morning session can be booked on request.
4. Where there are facilities with more than 1 set of changing rooms, only 1 set will be available per fixture. However, clubs that wish to use more than 1 set of changing rooms per fixture must pay an additional pavilion fee.

5. All other facilities on the site such as the kitchen needs to be booked separately and charged at pavilion hire rate.

**Multiple Booking
Vat exempt
Form**

If you hire sports and physical recreation facilities for a series of sessions/fixtures from us, your supply is exempt of VAT when you meet the following conditions:

Conditions

1. The series consists of 10 or more sessions.
2. Each session is for the same sport or activity.
3. Each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same establishment).
4. The interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
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. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
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.

**Use of the
Changing Rooms:**

1. The Hirer shall use the hired facility for the purposes agreed with the Council and for no other purpose whatsoever.
2. Access to changing rooms in connection with the fixture will be one hour prior to kick off and for a maximum of one hour after the game finishing. Any extension to these times will be at an additional charge.
3. Attendants have been instructed to lock additional changing rooms in facilities where there is more than 1 set of changing rooms and only 1 fixture being played. If you require the additional changing rooms, these must be booked and paid for in advance.

4. Players are not allowed to clean their kits or boots etc. in the changing room showers or wash-hand basins, players doing this in the past have resulted in blocked drains. If this occurs, the Club will be invoiced by the authorised officer to recover any associated costs.
5. The Hirer will be held responsible for the actions of both home and away teams who use the pavilion. Any damage to the changing rooms may result in the Hirer being liable for any subsequent repair costs and this may result in the allocated ground being withdrawn. The Pavilion Attendant will check the facility before use, however should any damage be noted or cause concern, please inform the authorised officer as soon as reasonably practicable.
6. Clubs that supply and use their own electrical appliances must have them P.A.T. (Portable Appliance Tested) by a qualified person and have it labelled and registered annually. The Club must fund this expense themselves.
7. Any person(s) preparing food within the pavilions or changing rooms (on behalf of the Club) must have attended and obtained a Food & Hygiene certificate. The person(s) must also clean the kitchen surface areas prior to and after use. The Council does not endorse or encourage the use of their pavilions/changing rooms for preparation of food and drink.
8. It is the clubs responsibility to remove any refuse/food/drink waste generated by them from any refreshment they may supply to the home and/or away teams.

If you need guidance in Food & Hygiene matters please contact Environmental Health. If you wish the Council to remove refuse or waste, please ring Waste Management on 01443 815588. A cost will be incurred for these services.

Equipment Storage:

1. The Hirer, in agreement with the Authorised Officer, shall only store equipment used in connection with the facility. The Council will not be responsible for any subsequent damage that may occur to the equipment. If consent is given, the equipment must be insured by the Club separately for any damage or loss.
2. A Hirer who regularly uses the same venue each season will have to seek permission from the authorised officer, in writing on an annual basis to continue storing equipment used in connection with the hire. The Club will provide the Council with a copy of an inventory list of all equipment stored in the building.
3. If any unauthorised storage of equipment in pavilions is reported, the authorised officer will issue the Hirer with 5 days written notice to remove the said items. Failure to do so may result in the equipment being removed by the Council. Any costs incurred will be passed to the Hirer. When the costs are paid in full, the Hirer will be able to retrieve the said equipment.

Use of ground:

1. The Hirer is responsible for ensuring that access to and from the ground is kept clear of motor vehicles belonging either to team members or spectators. Failure to do so may result in the facility being withdrawn if complaints are received from outside parties.
2. No motor vehicles shall be parked or driven on any hired facility. Any costs incurred by the Council arising out of any damage caused by a motor vehicle being parked and or driven across the playing surface, shall be recovered from the Hirer.

N.B. To comply with Health and Safety requirements, it is the Club's responsibility to exercise a "Duty of Care" to both players and spectators. They must ensure that all approaches to the playing areas are kept clear at all times, to allow entry for Emergency Services to the ground. Clubs will also be held responsible for players, spectators and Visitors whilst at the facility.

3. The Club shall indemnify the Council in respect of any damage caused and any actions, proceedings, costs, claims or expenses to persons or property arising out of or from the hire and the Council may in its absolute discretion require the Club to arrange insurance cover in respect thereof and produce to the Council evidence of adequate insurance cover.
4. The Council by themselves their servants, agents or insurers accept no responsibility for any injury, loss or damage to persons or property however caused arising out of or from the hire of any outdoor facility.
5. While every effort is made to ensure all your venue and fixture requirements are met, if for any reason fixture clashes arise and cannot be resolved by Clubs, then the Authorised Officer reserves the right to make the final decision.
6. Clubs are to take full responsibility to check the pitch for debris (i.e. Glass) prior to use. This is due to an increase in antisocial behaviour.

Ground Management:

1. Clubs who wish to hold tournaments during the "closed season". This results in the grounds not having the opportunity to recover from the previous season. Applications to hold a Tournament must be made via e-mail and sent to the Park services email address outdoorfacilities@caerphilly.gov.uk these applications are then considered on an individual basis.
2. **Clubs that use CCBC facilities without the appropriate authorisation will be liable for the cost of the booking plus a fine (which may be waived by the head of Community & Leisure Services in exceptional circumstances) equal to that of the booking fee. This would need to be settled before any further bookings are accepted.**

- 3. Clubs, who continue to use any facility without the appropriate authorisation, will have their application for use of CCBC facilities withdrawn for the season.**

It is in the interest of all Clubs to look after their home ground and report any unauthorised training sessions/tournaments to the Authorised Officer.

Please make every effort to fill out and return the Evaluation Cards after each fixture, this is your opportunity to have your say!

Summary Privacy Notice

How we will use your information

We will use the information you provide on your application for the purposes of administering your application. If we enter into a contract with you for the services requested, the information you provide will be used for the purposes of administering those services e.g. we will use your contact details to send text or e-mail alerts as confirmation of bookings.

You have a number of rights in relation to the information including the right of access to information we hold about you and the right of complaint if you are unhappy with the way your information is being processed.

For further information on how we process your information and your rights please visit the following webpage:

<http://www.caerphilly.gov.uk/PrivacyNoticeParks.aspx>



PARK SERVICES OUTDOOR FACILITIES DISCLAIMER

Caerphilly County Borough Council does not accept any responsibility for Loss, Theft or Damage to property or Injury to Persons whilst using our facilities. Any people using these facilities do so at their Own Risk. It is agreed that any hazards or broken equipment, which may be identified, will be immediately reported to the authorised officer.

I fully accept the above statement:

Site name:

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Club / Organisation:

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Name:

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(Please print)

Role at Club:

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Date:

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Signed:

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(Authorised signatory for and on behalf of Club/Organisation)

Contact Phone No:

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Email address:

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Preferred method of contact:

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OUTDOOR FACILITIES TERMS AND CONDITIONS AGREEMENT OF HIRE

WINTER SEASON 2019 to 2020

I confirm that I have read and understood all of the above "TERMS and CONDITIONS" along with the "IMPORTANT NOTES" and OUTDOOR FACILITIES DISCLAIMER. The Club accepts these as Conditions of Hiring playing fields and facilities from the Council.

CLUBS / TEAMS WHO DO NOT RETURN THIS FORM SIGNED AND DATED WILL HAVE THEIR APPLICATION REJECTED

Name of Club:

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Contact Name:

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Address:

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Signed:

Dated: / /

Contact telephone number for:-

Club Chairman Name:

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Contact Phone No:

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Club Sec. Name:

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Contact Phone No:

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Have you enclosed?

1. Copies of your Public Liabilities Insurance.
2. The Councils signed Disclaimer Form.
3. Copy of your sports fixture list for the coming season.

Please note if you fail to enclose these documents it may prevent your application being processed.

Please keep the terms and conditions for your reference and return the Terms and Conditions Hire Agreement in the prepaid envelope provided.