

# 2017/2018 Season

## TERMS AND CONDITIONS RELATING TO THE HIRING OF FOOTBALL PITCHES

THESE CONDITIONS MUST BE STRICTLY ADHERED TO AND WILL BE ENFORCED IN FULL BY THE COUNCIL.

### 1. Allocation of Pitches

The allocation of a football pitch to a Team/League by the Council is for a specific day and time (i.e. Sunday morning) and **does not** entitle the Team/ League to use the facilities (i.e. Pitch or Changing Room/Showers) at any other time. Midweek games are only allowed when fixed as an alternative date for an earlier postponed game and when permission has been granted by the authority.

**No Team or League shall allow practice games to take place mid-week, otherwise full re-instatement costs will be levied. Any Team or League who continually disregard this ruling will be notified in writing on three occasions to cease, failure to comply will result in the removal of all facilities allocated.**

### 2. Fees

Confirmation of bookings will be sent to the League /Team Secretary, who will then be invoiced for the pitch fees due.

A £34.33 administration fee is payable, if this booking is cancelled prior to payment of the 1<sup>st</sup> instalment of pitch fees.

Payment for all size pitches can be made by choosing either two or eight equal instalments payable either by Direct Debit or online payment. If paying by two instalments the first half season payment (50% of the total fees) will be due for payment by 9<sup>th</sup> October 2017 the second half season payment will be due by 15<sup>th</sup> January 2018.

Payments for Casual Bookings will be made in full prior to the match taking place.

**Please note: late or non payment will result in withdrawal of facilities for this and future seasons.**

### 3. Bookings

No games are permitted to take place unless they are pre-booked.

### 4. Sub-letting

Sub-letting of facilities by clubs or Leagues without the prior permission of the Council through its Parks Department is strictly prohibited.

### 5. Cancellation Rights

The Council reserves the right to cancel or postpone matches should it be necessary to use the pitch for any civic purpose or if the condition of the pitch is such that damage to the playing surface may result if the match proceeds. In this event the hirer will be given as long a period of notice as possible and alternative facilities will be offered if these are available. If this cannot be arranged the hire fee for the dates of cancellation will be refunded.

### 6. Prohibition or Termination of a Football Game/s

The use of facilities will be prohibited or terminated without prior notice by the Parks Development Team's authorised officer or Employee of the Council due to; the state of the ground and/or turf, considerable wear due to out of season game/s or practice matches, or inclement weather conditions.

**The authority requires full co-operation by all Clubs and Leagues to deliver quality of service - STOP ALL PRACTICE GAMES OUT OF SEASON, particularly from May onwards as preparation of football pitches begin.**

**On the day of any match, a decision on the condition of pitches may be taken by the referee but can be overruled by the council.**

### 7. Use of Pitch and/or Changing Rooms

The facilities must only be used for the purpose for which they were hired. If the facilities are used for a different purpose, the contract will be terminated by an authorised officer of the Council.

### 8. Kick-off Times

Kick-off time for morning matches should be no earlier than 10.00am and no later than 11.15am.

Kick-off time for afternoon matches should be 2.00pm.

Teams/Leagues must adhere to these kick-off times, to avoid any clash between morning and afternoon matches.

Teams are allowed to use the pitch allocated to them for a period of 30 minutes prior to the commencement of a match, but must vacate the pitch immediately at the end of the game.

### 9. Remembrance Day

Morning matches on the weekend of Remembrance Day (Saturday and Sunday) should delay kick-off until 11.05am, in order to observe a one minute's silence

## 10. Changing Rooms

Teams will be provided with a key (against a refundable deposit of £15.00) to open and close the changing room accommodation. **If a second or replacement key is required a replacement charge of £50.00 will be charged.** The team secretary will be responsible for ensuring that all showers, heating and lighting are turned off before leaving the premises and that the accommodation is secured. It is vital that buildings are locked to prevent unauthorised access by individuals who may cause damage. Any team that does not comply with these conditions will have the facilities withdrawn.

All teams must ensure that the changing facilities are left in an appropriate condition, and are asked to consider other users by ensuring that they are left in a clean and tidy condition. Teams failing to comply with this condition will be charged for cleaning, or have the use of the facilities withdrawn.

## 11. Goalposts

The Council will erect goal posts (excluding Mini-Soccer pitches) prior to the start of the season; these will then be removed at the end of the season to allow for pitch reinstatement work.

Nets and corner flags are not provided by the Council.

## 12. Pitch Markings

Every attempt will be made by Dudley M.B.C. to mark all football pitches on a fortnightly basis commencing 12<sup>th</sup> August 2017 up to 6<sup>th</sup> May 2018 in agreement with the football leagues.

11 aside and mini-soccer pitches will be marked in full. 9v9 pitches will have the key points in blue and it will be the responsibility of the team's to infill the remaining lines.

No guarantee of line markings quality in adverse weather conditions is given.

*Further markings will be the responsibility of the league or club.*

## 13. Insurance

All teams must have and **are required to produce to the Council,** a policy of insurance in respect of third party liability in a sum of £5,000.00 and, in any event, the team shall indemnify the Council and its Officers and Employees against any claims which may be made against them in respect of the use of any or all of the facilities during the period of hire. Any team found not to have taken out a policy of insurance will not be allowed to continue their games until **proof** of insurance has been shown to the Council.

**Kidderminster & District Football League and Stourbridge & District Youth League will provide the Council with confirmation that all teams playing in their respective leagues have the necessary insurance cover.**

Teams from other leagues should submit a copy of their insurance documents with the completed application form.

Affiliation to the County F.A. provides the necessary third party liability cover; therefore teams may provide confirmation of their affiliation.

**Failure to produce such insurance documents to the designated Council department or authorised officer or Employee of the Council, including maintenance operatives, will result in the termination of the contact.**

#### **14. Season Dates**

Season Start: Weekend of 12th August 2017

Season End: Weekend of 6th May 2018

The start and end of season dates, during which the pitches may be used, will be fixed by the Council and no extension beyond these dates will be permitted except by request from a League Official for valid reasons.

#### **15. Definition of Season**

The season consists of seventeen matches played on an alternate weekend use basis. Any team who wish to play more than the above allocation of matches must pay for them at a casual rate. Any team not playing their allocation of matches will not be allowed a refund.

#### **16. Beginning of Seasons - Use of facilities by Cricket Teams**

At the beginning of the season, on certain grounds where cricket is played, the Council may not be able to offer changing accommodation, as preference will be given to the cricket teams. No reduction in fees will be made.

#### **17. Fixtures**

Teams/leagues must provide the Council with a list of fixtures monthly in advance. Failure to do so may result in pitches not having had the adequate preparation or line markings carried out.

#### **18. Sales of Raffle Tickets, Drinks & Food**

The sale of Raffle Tickets (i.e. any lottery, draw or similar product), Food & Drinks to spectators in the parks, playing fields or changing rooms without the appropriate licence is prohibited.

#### **19. Behaviour**

Disorderly conduct is not allowed in the parks or changing facilities. The use of foul and abusive language will also not be tolerated. All areas of the changing rooms must be accessible by the Council's authorised officials on duty, who have full powers to enforce the observance of these conditions and regulations, as well as the preservation of peace and good order.

#### **20. Unacceptable Behaviour.**

Any members of the team found urinating within the public open space, will result in the team having the pitch and associated facilities withdrawn by the Council.

Any threatening or abusive behaviour towards members of the public or Council staff will not be tolerated and will result in immediate withdrawal of facilities by the Council.

## **21. The Security of changing facilities.**

Teams must ensure that all lights and showers are turned off and the whole building is locked and secured after use. Any vandalism caused as a direct result of the building being unsecured may result in the relevant team being charged or partly charged for the damage, and the facility being withdrawn from future use.

## **22. Parking**

**All players, spectators and officials will pay due care and attention when parking around the facility ensuring that resident access is not restricted in any way.**

## **23. Litter**

At the end of matches, clubs must ensure that they remove all property including litter/tapes etc. from the pitch area and the changing rooms. Teams failing to comply with this condition will be charged for cleaning, or have the use of the facilities withdrawn.

## **24. Football Boots**

Players must remove boots before entering the changing rooms. Under no circumstances should boots be washed in the showers or sinks. Failure to comply may result in the team being charged for resulting damage and/or withdrawal of facilities.

Players must not bang their boots against walls or pavements as this causes unnecessary nuisance for local residents.

## **25. Alcohol Consumption**

The Council do not permit the sale or supply of alcoholic liquors in the Parks except with specific approval. The Hirer/s shall take all necessary steps to observe and secure the observance of this condition, and to avoid alcohol consumption.

## **26. No Smoking within Changing Rooms**

In line with Dudley MBC's No Smoking policy and the Smokefree Legislation of the Health Act 2006; it is against the law to smoke anywhere within any of the changing rooms. Failure to comply with this condition will result in termination of your contract. It may also result in you being issued with a fixed penalty notice of up to **£50.00**.

## **27. Use of Electrical Equipment**

Under no circumstances should teams use their own electrical equipments in any of the changing rooms.

## **28. Damage to Council Property**

Teams must pay to the Council the cost of repairing any damage to Council property, arising directly or indirectly out of this contract or any unauthorised use.

## **29. Loss of Property**

The Council will accept no responsibility for loss sustained by team(s) players/officials or spectators who leave property of any kind in any building or dressing room.

### **30. Damage Report**

Teams should report any defects, damage or otherwise, which is considered a complaint of the service **directly to their leagues** by telephone before midday on Monday. This should then be confirmed in writing, to the League Secretary within three working days giving the following details: Name of team, nature of complaint, date and time of incident.

The League/Team secretary, on receipt of such complaints must then notify the Council on 01384 815675 giving full details.

If the complaint is relating to pitch maintenance, please contact our Green Care department on 0300 555 2345.

### **31. Alternative Facility**

Where a football organisation that has pre-booked a facility and the facility cannot be delivered by the Council, the Council reserves the rights to find an alternative facility. However this does not apply to facilities or services that have been damaged as direct result of paragraph 21. Where the Council is unable to identify an alternative venue the Council reserves the right for any reimbursements or refunds.

### **32. Team Contact Details**

Contact details for all teams must be supplied, in order to keep the Council's records up to date. If there is a change of Team Secretary the Council must be informed.

### **33. Data Protection**

Team / League secretaries should be aware that their name and contact telephone number may be disclosed to other teams who share the same facility.

### **34. Correspondence**

All correspondence will be via the league/ club secretary on all matters.