



## Directorate for Neighbourhood Services

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### TERMS AND CONDITIONS FOR HIRE OF GRASS AND SYNTHETIC SPORTS PITCHES

#### 1. Definitions

1.1. The following words and expressions shall have the below meanings given to them:

Phrase	Meaning
Application	Request or payment to hire a pitch at a Sports Ground or the Synthetic Pitch.
Council	Buckinghamshire Council, an employee of the Council or contractor staff used by the Council.
Hirer	The person who makes an online, or any other method of Application to hire a pitch, the Association, Club or Body (if any) on whose behalf such person shall purport to act.
Sports Grounds	Any Sports Grounds and accompanying changing facilities within the Council's control.
Synthetic Pitch	The artificial sports pitch and accompanying changing facilities at Meadowcroft in Aylesbury.
Venue	All Sports Grounds (Grass Pitches and Synthetic Pitches), facilities for changing accommodation, accommodation for spectators and such other facilities, and equipment as may be included in the hiring.

#### 2. Hiring

- 2.1. Applications for hire should be submitted online via <https://www.aylesburyvaledc.gov.uk/sports-pitch-hire>. A hiring is not made until full payment has been made to the Council.
- 2.2. Applications will not be accepted from Hirers who are in payment arrears with the Council, or who are confrontational or abusive towards Council staff or any contractor staff employed by the Council.
- 2.3. The fee includes the use of the pitch, changing facilities, and related equipment as provided by the Council. Floodlighting of the Synthetic Pitch is subject to additional charges as listed on the Booking System. See section 7, relating to Covid-19 changes.
- 2.4. All fees will be reviewed each year as part of the Council's annual budget reporting, and details of price changes will be published on the Council's website.
- 2.5. The Council reserves the right to charge for any period of time the pitch is used in addition to the "match period" covered by the hire fee.
- 2.6. No sub-letting or use by third parties of the Sports Grounds or Synthetic Pitch is permitted under any circumstances.

### **3. Cancellation or amendment**

- 3.1. No amendments to a booking will be accepted unless received within the time parameters as set out in the 'Timetable for Hire Requests' at the foot of these Conditions.
- 3.2. Cancellations or amendments to bookings should be made by contacting [streetscene.av@buckinghamshire.gov.uk](mailto:streetscene.av@buckinghamshire.gov.uk).
- 3.3. The Council reserves the right to refuse or cancel any hiring due to unforeseen circumstances. In such event the Council will notify the Hirer and shall credit or return any fee paid. The Council shall not be liable to the Hirer for any loss or damages sustained by the Hirer as a result of such cancellation.
- 3.4. Where a pitch is assessed as unfit for use by the referee, umpire, or the Pitch Supervisor then the hire fee may be refunded to the Hirer or credited for a future hire subject to written request by the Hirer, and at the discretion of the Council
- 3.5. Where the pitch is assessed as unfit for use by the Hirer and no other parties then the hire fee will not be refunded or credited for a future hire.

### **4. General**

- 4.1. To ensure the resting of pitches and/or efficient use of resources the Council reserve the right to re-locate a hiring to an alternative pitch and/or location.
- 4.2. The Hirer shall ensure that all team members and spectators are aware of these Terms and Conditions. The Hirer will be responsible for the preservation of order during the period of hiring both on the pitch and whilst using the facilities. The Hirer shall be liable for and shall indemnify the Council in respect of:
  - (a) any loss or damage done to any land, pitches, buildings or facilities belonging to the Council including any furniture, fittings, apparatus, equipment and appliances;
  - (b) loss or damage to any third party property arising out of or by reason of the hiring or left at any of the facilities;
  - (c) personal injury to, or the death of, any person arising out of or by reason of the hiring;
  - (d) loss or damage to any person or property arising in consequence of any breach of these Conditions whether or not during the period of hire, unless due to any negligence or breach of statutory duty of the Council, its servants or agents.
- 4.3. The Hirer is responsible for providing any medical attention or facilities to team members, employees and invitees of the Hirer.
- 4.4. Advertisement banners can only be displayed at a site with written (provided via email) approval from a Council Officer. Unauthorised banners will be removed and destroyed.
- 4.5. An officer of the Council and its contractors shall at all times during the period of hire have free ingress and egress to and from the facilities.
- 4.6. Pitch Attendants must not be prohibited from carrying out their duties or requested by the Hirer or any employees or agents of the Hirer to undertake additional duties.
- 4.7. Parking spaces are limited near pitches; users should car share, cycle, or use public transport. Consideration should be given to local residents and emergency services.
- 4.8. If the Hirer encounters any problems on the day of hire then the Sports Grounds Supervisor should be contacted on 07767100550.
- 4.9. All Hirers must comply with the Council's equal opportunities policy wherein they do not exercise any discrimination on the grounds of race, nationality, colour, ethnic or national origin, age, sex, marital status, sexual orientation, religion, creed or disability.

### **5. Use of site and equipment**

- 5.1. The Hirer is responsible for collecting, siting and returning flags and poles to the Pitch Attendant at the beginning and end of their match. For mini-pitch hire the goals should be assembled and sited on the pitch by the Hirer under the direction of the Pitch Attendant.

- 5.2. No persons shall wash muddy boots or other items in the showers, sinks or toilets. Hirers are required to remove any litter belonging to players or spectators. Failure to comply could result in the Hirer being charged for cleaning and/or refused further hiring.
- 5.3. No children under the age of 10 years shall be allowed to use pitches and facilities unless accompanied by a responsible Adult, Parent or Guardian.
- 5.4. It is the responsibility of the Hirer to ensure any person being photographed has agreed to this and written consent for photography of any child aged 16 years and under or vulnerable adult should be obtained from the parent or carer responsible.
- 5.5. No person shall use or attempt to use a changing room reserved for persons of the opposite gender (with exception of children under the age of 7 accompanied by a parent or guardian).
- 5.6. No animals are allowed in the Synthetic Pitch area other than Guide or Hearing Dogs.
- 5.7. No persons shall use indecent or offending language or behaviour, or behave in a manner endangering the safety and enjoyment of others. Neither shall they operate radios, or bring intoxicating or alcoholic liquors into the facilities. Smoking in buildings or facilities is strictly prohibited. No crockery or glass bottles shall be taken onto the pitch or into the facilities.

## **6. Public liability insurance**

- 6.1. It is the responsibility of the Hirer to effect any insurance cover the Council require to cover the risks to which he or his organisation may be exposed to arising out of or by reason of hiring and the indemnity given in these terms and conditions.
- 6.2. The Hirer shall effect Public Liability Insurance Cover for no less than £5M and provide the Council with a copy of their current policy certificate. Documents together with Hirer name, address, contact telephone number and club name should be sent by email to [streetscene.av@buckinghamshire.gov.uk](mailto:streetscene.av@buckinghamshire.gov.uk)
- 6.3. Where an individual (not a club or organisation) hiring pitches has no insurance of their own, then the Hirer may pay to use the Council's standalone Hirer's liability policy at the time of making their booking.
- 6.4. If the Hirer purchases the Council's standalone Hirer's liability policy the Hirer must ensure that no act is committed in breach of the Council's insurance cover and must ensure familiarity with the terms and conditions of the Council's policy. Details of insurance cover will be made available to the Hirer on request.

## **7. Covid-19**

- 7.1 The Hirer shall ensure that all players, officials and supporters adhere to any rules and regulations which are in place at the time of the hire period, by the Government, Buckinghamshire Council and Football Association.
- 7.2 Any changes to protocols, rules or guidance brought in by the Council will be notified to the Hirer.
- 7.3 Should matches be cancelled as a result of any Covid-19 Government regulations or guidelines, every effort will be made to re-arrange the fixture, however, if this is not possible a refund on the pitch hire fee will be given.
- 7.4 As of the 19<sup>th</sup> August 2020 the decision has been made by the Council in accordance with government and FA guidelines, that changing rooms and showers will not be made available for matches. If this decision changes at any time during the season Hirers will be notified.
- 7.5 Toilets will be made available for use during the hire period, and soap will be made available for the washing of hands. It will be the responsibility of the Hirer to ensure the toilets are used as per any signage within the area.

- 7.6 The Council will clean and sanitise the toilets before and after play.
- 7.7 It is the responsibility of the Hirer to nominate a Covid-19 Officer for the club and for an up to date risk assessment to be completed and sent to the Council before any booking will be confirmed.
- 7.8 The Council will make available their risk assessments to all Hirers on receipt of the clubs risk assessment.

### Timetable for hire requests\*

Hire requests should be made via <https://www.aylesburyvaledc.gov.uk/sports-pitch-hire> in accordance with the timetable below;

Pitch required on:	Sat	Sun	Mon	Tue	Wed	Thurs	Fri
Request pitch by 12pm on preceding:	Thurs	Thurs	Thurs	Fri	Mon	Tues	Wed

### Timetable for cancellations\*

Cancellations should be requested via; [Streetscene.av@buckinghamshire.gov.uk](mailto:Streetscene.av@buckinghamshire.gov.uk), in accordance with the timetable below;

Pitch hire for:	Sat	Sun	Mon	Tue	Wed	Thurs	Fri
Request cancellation before 12pm on preceding:	Thurs	Thurs	Thurs	Fri	Mon	Tues	Wed

**\*The Council reserves the right to accept hiring's/payments/cancellations beyond these deadlines at its discretion.**

**Updated August 2020**