

TERMS & CONDITIONS OF PITCH HIRE & USAGE

September 1st 2010

The Malcolm Hunt Memorial All Weather Hockey Pitch ("Pitch") is situated in the grounds of Hitchin Boys' School, Grammar School Walk, Hitchin SG5 1JB ("Site"). The Pitch is owned by Hitchin Boys' School Charitable Trust which is a Registered Charity No. 801251 and is managed by Benslow Management Consultants of 26 The Avenue, Hitchin SG4 9RJ the "Manager". The Site has been designated a **"NO SMOKING ESTABLISHMENT"** and smoking is not permitted on any part of the Site.

1. Bookings

The Pitch is offered for hire to individuals and/or organisations, the ("Hirer") strictly under the conditions specified in this document ("Terms & Conditions"). In each case the person responsible for booking will remain solely liable for the hire of the Pitch and for ensuring that these Terms & Conditions are advised to and adhered to by all players, participants and supporters. Should any of the Terms & Conditions not be complied with the booking will be cancelled without any refund.

The playing on the pitch and/or the return of the Booking Confirmation Form with the Booking Fee signifies acceptance of these Terms & Conditions of Pitch hire which may be amended from time to time and which will be displayed on the website www.hitchinsports.co.uk.

The Booking Fee of £100.00 may be offset against the final payment unless it has been forfeited under Sections 11,12 and 14.

2. Period of Hire

The booking period is to include time for equipment to be set up, taken down and/or stored. Hirers must leave the Pitch immediately their booking slot has finished.

3. Pitch Rates

It is the Trust's policy to review all prices and charges annually and rates are operative from 1st September each year.

4. Payment

Block Booking payments must be made 10 days before the payment due date specified on the Block Booking form.

Individual bookings will be invoiced in 10 week periods (unless otherwise expressly agreed) and payment must be made in full 10 days prior to the first booked date.

Cheques are to be made payable to **"HBS CHARITABLE TRUST"**

5. Cancellations

Block Bookings: A regular user is permitted 1 cancellation per 25 continuous bookings on a pro rata basis during the year (operative from 1st September). If the Hirer exceeds the number of cancellations permitted the full charge will still be levied. At least 4 weeks written notice must be given otherwise the full charge will be levied.

Individual Bookings: There will not be a refund for cancellation of any Individual Bookings.

Weather: It is recommended that insurance be taken out for cancellation in the event of bad weather such as snow or ice. It is rare that the Pitch is closed for bad weather and Hirers would be notified via the website. Cancellation is usually at the discretion of the Hirer. The Trust will not be liable to make a refund in such an event.

6. Administration Fee

If a booking is requested to be amended or changed then there will be an additional fee of £30.00 payable.

7. Insurance

The Hirer shall indemnify the Trust against all actions, costs and demands in respect of damage or injury to a person or property which may arise out of the Hire of the Pitch. Hirers are requested to take out adequate insurance of at least £5 million against any reasonable foreseeable risk.

Hirers who provide any form of paid or free instruction or coaching during the Period of Hire, must have adequate insurance. The Trust recommends a minimum of £5 million public liability insurance.

8. Qualifications

All coaches, instructors and teachers etc. hiring the Pitch for the purpose of teaching others may be required to produce evidence of a suitable qualification before confirmation of the booking can be made.

9. Floodlighting

The charge for floodlights will be detailed in the Booking Confirmation Form. Floodlights will be switched off at 10:00 p.m. promptly to comply with the local bylaws.

10. Changing Room Facilities – The Pavilion

The Pavilion, situated adjacent to the Pitch, is available for the use of Pitch Hirers. Access to the pavilion is via the changing room doors and **NOT** the main entrance.

The Pavilion will be managed and there are male, female and disabled changing facilities and showers together with lockers. Valuables should not be left in the changing rooms.

There are discrete CCTV cameras placed throughout the Pavilion complex.

Refreshments may be available on certain evenings.

The weekend availability of changing facilities will be at the discretion of the Trust.

11. The Russell Field

The Russell field is adjacent to the pavilion and provides an access point for maintenance to the site. On no account are vehicles of any description to be driven across or parked on this field. Should vehicles be parked they will be clamped and incur a £100.00 cash release fee. All vehicles **MUST** remain in the North Court.

12. Parking

Access to the pitch is via the main gates in Grammar School Walk and parking is available in the North Court; under no circumstances must the Russell Field be used. The Fishponds Road entrance is for the sole use of the tennis courts adjacent to the pavilion. Any cars parked in the Russell Field or by the pavilion will be clamped and the deposit will be forfeited as well as being charged by the clamping company.

13. Refreshments & Litter

Chewing gum, food or drink (except water) is expressly forbidden be taken inside the perimeter fence of the Pitch.

All litter is to be removed or placed in the bins provided.

14. Footwear

The Pitch surface is primarily for the game of Hockey and as such only soft soled training shoes are permitted on the Pitch.

- o STUDS OF ANY DESCRIPTION ARE **NOT** ALLOWED.
- o MOULDED STUDS OF ANY DESCRIPTION ARE **NOT** ALLOWED.
- o BLADES ARE **NOT** ALLOWED

There will be random boot inspections and any player wearing non-approved footwear will be asked to leave the Pitch immediately and may be banned from future use of the Pitch. Any player found wearing **non-approved footwear will incur a fine of £50.00** which shall be payable by the Hirer within 7 days of such an offence. Should the fine not be paid within this period the booking will be suspended until such time as the fine is paid; should the fine remain unpaid the Booking Fee will be forfeited. The interpretation of approved footwear shall be at the sole discretion of the Manager. If there is persistence from a Hirer's players the booking will be terminated without refund.

15. Equipment Usage

- The weights and chains provided for the football goals are to be used at all times.
- There are to be at least two people assisting when moving a football goal.
- With the exception of Hockey, the pitch is to be used across its width and **NOT** down its length
- The hockey goals are **NOT** to be used for football.

16. General

- All accidents and injuries are to be reported as soon as possible to the Manager.
- Any damage to or faults with any equipment, fixtures or fitting is to be reported to the Manager.
- Absolutely No Smoking on any part of the Site.
- Under no circumstances is anyone permitted to climb or attempt to climb the perimeter fence of the Pitch.
- Cars are not permitted on Russell Field, the adjacent field to the Pitch, and must remain parked in the North Court. Hirers are advised not to leave any valuables in their vehicles.
- No animals are allowed inside the perimeter fence of the Pitch.

Any abuse of the above conditions will result in a charge being levied to the Hirer and facilities being withdrawn.

17. Data

The Trust complies with the Data Protection Act 1988.

Information supplied will be held by the Trust in order that we can provide you with the best possible service. The Trust may use this information for marketing purposes.

Please advise the Manager of any changes in your details as soon as possible.

The Hirer consents to the Trust holding information contained within the submitted Booking Confirmation Form.

18. Amendments

These Terms & Conditions of Hire may be amended from time to time. The latest version may be viewed on the website www.hitchinsports.co.uk.

19. Acceptance

In submitting a Booking Confirmation Form and/or the paying of an invoice the Hirer confirms that they have read the Trust's Terms & Conditions and agree to abide by those Terms & Conditions.

Pitch Administrator for the Trust

September 1st 2010