

Brinkburn Charitable Incorporated Organisation

Pitch and Training Space Hire – Additional Terms and Conditions

The following are General Conditions relating to hire of outdoor sports pitches, facilities and training areas at Brinkburn CIO. Please be aware that Brinkburn CIO normal Terms & Conditions of Hire also apply in addition to these outdoor specific terms and conditions. These Conditions should be read in conjunction with any individual conditions or arrangements agreed with the hirer

Please contact info@brinkburncio.co.uk should you require further information or clarification

1. Conditions regarding activity and site

- a) Terms & Conditions of hire are not negotiable, **by booking and using facilities at Brinkburn CIO the Hirer agrees to abide by and enforce these Terms & Conditions** and further accepts responsibility for their teams' actions, **including the behaviour of home and away spectators.**
- b) **Training areas are booked by the hour.**
- c) Grass pitches are booked by the match.
- d) **Weekend pitch bookings operate on a two-hour basis**, which includes two hours play time. This is applicable for Football and Rugby. Where changing facilities are booked the two hours play time and one hour change time will comprise the booking. **Standardised kick-off times are required for weekend bookings.**
- e) **Evening matches/sessions must be complete, and the site vacated by 8:00pm**
- f) The site will **not be available on Bank Holiday Weekends** (*all bank holidays and intervening Saturdays and Sundays*)
- g) Pitches, training areas, changing accommodation, training rooms must be vacated on time at the end of the match/session/booking. **Facilities must be left clean and tidy, an excess cleaning charge of up to £50.00 may be levied to cover additional littering/cleaning costs.**
- h) Failure to do so will incur a **supplementary fee based upon the casual hourly charge** for the booking which the hirer will be invoiced for.
- i) **Brinkburn CIO reserves the right to decline booking requests** or to limit the amount of time played during a booking if it deems that this is in the long-term interests of the sustainability of the playing surface and/or the safety of those using it.
- j) The Hirer agrees that **Brinkburn CIO will cancel and/or refuse any activity at the venue which is not pre booked** through the e-booking system.
- k) **Training must not take place on any designated playing surfaces which must be preserved for match play.** Failure to comply with this may result in termination of all future bookings and the Hirer will be liable to forfeit the use of the pitch, ground or facility without any refund or adjustment of fees in respect thereof.
- l) **Changing accommodation is not provided** unless specifically booked and availability confirmed in advance with the venue. Changing facility hire will incur an additional charge.
- m) **Clubs/Teams accept responsibility for the conduct of their members and spectators, both home and away and agree to abide with the terms and conditions of the venue.**

2. Method of Hire

- a) Applications for the use of pitches and training areas should be made to Brinkburn CIO either in person at the venue or at info@brinkburncio.co.uk.
- b) The applicant will be sent a further copy of these terms and conditions of hire with either an invoice or receipt of payment. **Using our facilities is deemed unconditional acceptance of our Terms & Conditions.**
- c) **The contractual arrangement shall be with the named Hirer principally, however the Club accepts joint responsibility for the team's agreement with the Terms & Conditions as a guarantor.**
- d) The application should be submitted by the due date specified by Brinkburn CIO.
- e) **All bookings must be made via the venues e-booking system, this is the only method of booking.**
- f) No booking is accepted unless a confirmation of booking email is received by the hirer.

- g) The receipt of an application/booking request does not constitute a contract unless the hirer receives email confirmation from the venue.
- h) Brinkburn CIO reserves the right to refuse an application without stating the reason.
- i) **Brinkburn CIO reserves the right to allocate pitches to casual users when not required/booked by the seasonal hirer.**

3. Sub-Letting

- a) Sub-letting of pitches or facilities is not permitted without written authorisation. Bookings are non-transferable
- b) Any hirer to be found sub-letting pitches without written authorisation will be subject to a termination of their booking(s).
- c) **Any hirer sub-letting pitches will forfeit any monetary contribution they have made towards their booking due to the loss of those pitches for usage by others.**
- d) The hirer's online account and season booking will be terminated removing any benefits they would benefit from by being a regular hirer, no refunds will be given.

4. Transfer of Hire

- a) Club officials may arrange at the discretion of the Board the transfer of a hire but only to a club/team that is currently registered with the venue. All transfers must be agreed with Brinkburn CIO first.
- b) Any new club wishing to register should apply to the venue at info@brinkburncio.co.uk
- c) No refunds are available.

5. Payments

- a) **All hirers of pitches or training areas on a casual or seasonal basis must pay for their hire in advance of use.**
- a) Payment for Season Package hire may be made in instalments by prior agreement with the venue.
- b) **Casual hirers must pay for their hire in one payment in advance.**
- c) Payment can be made in cash at reception or via BACS.
- d) Where a customer is invoiced, the methods of payment will be indicated on the invoice.
- e) No booking can be confirmed until the required payment is received, except where agreements are in place for payment by instalments.
- f) Where payment by instalment is agreed the Hirer accepts a contractual obligation to pay the balance of payments as agreed, usually within 14 days of the instalment due date of the 1st of the month. **Instalments will be spread over 6 consecutive months.**
- g) Brinkburn CIO reserves the right to amend the scale of charges at any time without prior notice.
- h) When using pitches or training areas, hirers must provide evidence of payment for that hire. Failure to produce a receipt on demand may result in the hirer being removed from the site.
- i) **No refunds are available.**

6. Regular bookings

Regular teams will get priority access to make bookings. In order to become a regular team, a team must have been booking for us for a minimum of two years without issue and remain in good standing with Brinkburn CIO and remain compliant with all rules and conditions of hire.

Once accepted as a regular user, the hirer adheres to the following conditions:

- a) Each team must have a **single named persons mobile and email address for contact listed with the venue, this will usually be the coach/team lead.**
- b) Each team must have the ability to pay by BACS on invoicing.
- c) Apply and pay for a Season package in advance of the season starting.
- d) All bookings must be paid for at point of booking unless a payment plan is agreed.
- e) **Undertakes to use the electronic bookings system for all bookings.**

- f) For training only packages agree to book all matches and friendlies at the normal casual rate as and when required by the teams.
- g) Please note all training sessions will be pre booked at the allotted time for the whole season on the electronic booking system.
- h) **Standardised start times are required for weekend bookings**, the available kick offs will be 09:00am 11:00am and 01:00pm, this is an implicit contractual term, and **the club/team agrees to book in this manner.**
- i) All activity on pitches, **matches (including friendlies) must be booked through the online booking system.** Failure to book will mean facilities are not available, or used for a casual hire, and a match will be refused to take place.
- j) **Please be aware that bookings will only be accepted via the e-booking system.**
- k) Each Team requires their own account on the e-booking system, furthermore each team coach/lead agrees to take responsibility for their bookings and to use the e-bookings system.
- l) **Provisional bookings are not offered.**

8. Cancellation

Brinkburn CIO reserves the right to close any pitch or ground during any day or days on which it has been let.

- a) If the hirer cancels a booking 5 working days or more in advance the hirer will be able to book an alternative date for the same activity using a credit. Money will not be refunded. All credits will have a pre-arranged expiry date – normally the end of the season.
- b) If Brinkburn CIO cancels a booking due to pitch conditions or extreme weather, the hirer will be able to book an alternative date for the same activity using a credit for the same value as your initial purchase.
- c) **The decision as to whether pitches are in a fit state of play rests ultimately with Brinkburn CIO.** During inclement weather the pitch fitness can be ascertained by contacting the venue reception.
- d) However, if pitches are deemed suitable, the final decision regarding if a match can play remains with the referee.
- e) **Brinkburn CIO reserves the right to cancel any booking and refuse use of a pitch** in cases of misconduct or illegal use. In such cases all fees and will be forfeited and future bookings may be refused.

9. Use of Facilities

The Hirer agrees to adhere to the following at all times:

- a) Brinkburn CIO Normal Terms & Conditions of Hire also apply in addition to the outdoor specific terms and conditions.
- b) **All persons using facilities hired** shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the site. Neighbours should be respected. All persons shall conform to any regulations or byelaws in force with respect to the grounds and **comply with any instructions they may receive from the site staff, or any other officials appointed by the venue.**
- c) All Club/Team officials, managers, coaches and representatives undertake to conduct themselves in accordance with the Professional Conduct/Standards of Behaviour Policy of Brinkburn CIO.
- d) The coach/team lead should **collect a refuse sack and sign in at Reception** before each game/training session etc and sign out when all participants have left. **By not signing the attendance register at reception before and after any sessions the Hirer agrees that they are in breach of these terms and conditions.**
- e) **The Hirer will walk the ground and premises before and after their game/session** to check conditions and any damage. At either time, any damage must be reported to Brinkburn CIO Reception staff who will agree the level of damage and record this. **By using facilities after inspection, the Hirer agrees they are safe and accepts all responsibility** relating to the use of facilities thereafter until they sign out of the site.
- f) **The Hirer will ensure that there are adequate levels of supervision/stewarding** at all sessions to ensure that the terms and conditions of hire are adhered too.
- g) **No cars at all to drive onto grassed areas or running track**, damage will be billed to the team/club. Infractions will incur a **£20.00 fine per car** per incident billed directly to the club/team regardless of the owner of the vehicle. **Clubs/teams must lead by example and are responsible for enforcing these rules.**

- h) **Each team lead/coach takes responsibility for conduct of their team members and spectators** whilst on site and agrees to enforce the venue rules and report any infractions to the venue Manager.
- i) **The team/club will be responsible for wilful or negligent damage** caused to the pitch, equipment, building, fences or any other of the venue's property **by their own members and spectators, or the members and spectators of a club against whom they are playing.**
- j) **Teams/Clubs must ensure that they treat the facilities in a proper manner** i.e., no washing of boots in showers, (where an excess cleaning charge of £50.00 will be billed) wearing of boots indoors, kicking of footballs in or against buildings, restrictions on indoor activities must be followed.
- k) **Clubs/Teams are responsible to ensure that no litter is left anywhere** e.g., drinks cans, sweet wrappers etc. Refuse bags are available from the venue reception.
- l) No glass bottles or glass in any form must be taken into changing facilities. No excisable liquor shall be brought into the grounds except by permission of the venue in writing.
- m) Each team should always have **access to a First Aid Kit and access to an appropriate First Aider.**
- n) **No dogs** except guide dogs are permitted anywhere on the venue site, each **club/team is collectively and severally responsible** for ensuring compliance with this rule. Failure to do so is a **breach of these Terms & Conditions.**
- o) The **sale or supply of food or drink by any unauthorised party on the site is strictly prohibited** and any breach of these Terms & Conditions will **result in the expulsion of the team for the rest of the season**, said club/team will forfeit their pitch and membership fees.
- p) **Public liability insurance is compulsory for all clubs/teams.** The insurance must cover clubs for public liability claims arising from the use of the facilities, which are the subject of a hiring agreement. The minimum liability cover must be 10 million pounds.
- q) **Brinkburn CIO shall not be liable** for the death or injury to, or damage to, or any expenses or other liability incurred by the hirer or any person in the exercise of this agreement.
- r) **Vehicles are driven onto and parked on the site at the owner's own risk.**
- s) The venue reserves the right to charge for parking on site.
- t) No large Marquees, Bouncy Castles, Tents/Gazebos etc can be erected without express written permission from the venue.
- u) **If storage is made available, keys must be left in reception at all times when not in use.** Storage or the hosting of storage will usually incur a charge to be determined by the venue.
- v) **Site keys remain the exclusive property of Brinkburn CIO.** Duplication of keys without permission is strictly prohibited. Site keys must not be transferred to persons not authorised by Brinkburn CIO. Site keys must be surrendered to any representative of Brinkburn CIO on request.
- w) **No external bodies or representatives of external bodies shall be permitted onto the site** without the express permission of Brinkburn CIO. Where a club/team is granted this permission, they undertake to ensure that anyone they host or supervise on the site abides by these Terms & Conditions.
- x) **All hirers must comply with the venues equal opportunities policy** wherein they do not exercise any discrimination on the grounds of race, nationality, colour, ethnicity, age, sex, marital status, sexual orientation, religion, creed or disability.
- y) All hirers must comply with all the provisions within the Brinkburn CIO Safeguarding policy, unless they choose to comply with the Safeguarding Provisions set out by their national regulatory body. **Hirers are responsible for all aspects of Safeguarding during their activities on site.**
- z) **All hirers are responsible for ensuring that they have adequate static and dynamic risk assessments** in place and **comply with relevant legislation** and further undertake to **comply with** any health and safety instructions from Brinkburn CIO or their appointed staff/officials.

10. Breach of Terms & Conditions

A Hirer failing to comply with any of these regulations, Terms & Conditions will be liable to forfeit the use of the pitch, ground or facility without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which Brinkburn CIO may have against the hirer.

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