

**The Clerk
Althorne Parish Council
The Parish Hall
Summerhill
Althorne
Essex
CM3 6BY**

Terms and conditions continued.

Council's Responsibilities

23. The Council will arrange for the cutting of the grass throughout the growing season and provide the top soil for filling in the holes or divots in the playing surface. However, it is the responsibility of the hirer to fill the holes and divots.
24. The council will provide the materials for use with its line marker. However, it is the responsibility of the hirer to mark the lines.
25. The Council 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.
26. The Council gives no warranty that the pitch is legally or physically fit for any specific purpose.
27. The Council or its Sub-Committee shall be the sole judge as to the fitness of the grounds for play.
28. Council or its Sub-Committee reserves the right to close, without previous notice, any ground unfit for the play owing to weather or other conditions.
29. The Council or its Sub-Committee will make every effort to permit the playing of cancelled matches at weekends or in the evenings, without obligation to refund any fees or guarantee the playing of these matches.
30. The Council will notify clubs of pitch closure via phone or email to the club secretary in the first instance, and it is therefore essential that at least one email address is supplied with the application.

Other conditions

31. This agreement shall determine immediately on notice served by the Council at any time following any breach of this agreement. The decision of the Council is final.
32. Clubs found to be in breach of any terms and conditions of hire are liable to suspension by the Council. The decision of the Council shall be final. Refunds will not be payable if suspended and the total hire fee will be charged as in condition 8(a).
33. Any variation of this agreement must be made in writing between the parties.
34. All queries in the first instance must be made, in writing to:
Michelle Cheatle
Clerk to the Council
The Parish Hall, Summerhill,
Althorne, Essex. CM3 6BY

LEVEL OF CHARGES

Season booking based on one game per week throughout the season (paid monthly by standing order)

ADULT FOOTBALL TEAMS	£1,360 (£170 per month)
JUNIOR FOOTBALL TEAMS (Under 18 years)	£520 (£65 per month)

All enquiries and any further details regarding these charges etc. should be directed to the Parish Clerk at the address shown above (Telephone 01621 744386).



Seasonal Football Pitch Hire 2011/12 Season



Photograph printed with permission of the New Latchingdon Football Club

**The Clerk
Althorne Parish Council
The Parish Hall
Summerhill
Althorne
Essex
CM3 6BY
Tel: 01621 744386
E-mail: althornecouncil@btinternet.com**

Please retain this portion of the form for future reference

Terms and conditions for the hire of Althorne football pitches

General

1. The pitches available for hire are situated at:

Althorne Recreation Ground, Summerhill.

2. Application forms for seasonal bookings will be forwarded to club secretaries on the last day of May. All applications will be date stamped on their return to the clerk's office and pitches will be allocated in strict order of receipt and taking into account any previous payment record. Preference for the use of Council pitches will be given to teams with playing members who reside within the Parish of Althorne; applicants for pitches must make a signed declaration to this effect. Pitches not allocated to teams with Althorne players will be allocated to non-resident teams.
3. Applications for pitches will close on the last day of June.
4. Preference is given to junior matches played on Saturday mornings and Sunday mornings, and adult matches played on Saturday afternoons and Sunday afternoons.
5. Allocations will be advised by post or e-mail. An acceptance form will be enclosed, which will require signing and returning to the Clerk to the Parish Council. **Please note: If after signing and returning the form, the hirer decides not to utilise the pitch, the hirer will remain liable for payment unless the Council is able to re-allocate the pitch.**

Usage

6. To maintain a reasonable surface, pitches will only be allocated two matches each weekend and occasional midweek games, at the discretion of the Council or its Sub-Committee.
7. The season extends from the first Saturday in September to the last Sunday in April. The season may be extended at the discretion of the Council or its Sub-Committee if too many fixtures have had to be cancelled due to bad weather and state of the pitches during the playing season.
8. Christmas Close Down - Please note that pitches will not be available on 25th or 26th December.
9. The Council operates a system of season bookings. Teams may book pitches subject to the following conditions:
 - a) The total hire fee is due upon a booking being confirmed pursuant to condition 2. Fees are payable in advance unless an instalment plan is agreed in writing with the Council or its Sub-Committee. Instalment payments are permitted at the discretion of the Council or its Sub-Committee and do not prejudice the Council or its Sub-Committee's right to recover any and all monies due under this agreement in the case of a dispute, suspension or any non-payment.
 - b) Teams must submit their fixture list to the Council or its Sub-Committee at the commencement of the season, who must also be notified of any additional or re-arranged fixtures by 4pm on the Wednesday previous to requiring the pitch. If a fixture list has not been submitted, it is necessary for the team to telephone these offices each week by 4pm on Wednesday, to confirm the booking of their allocated pitch. No refunds will be given for any pitch that is not used.
 - c) The Council reserves the right to allocate pitches to casual users when not required by the seasonal hirer.

Terms and conditions continued.

Hirer's Responsibilities

10. The hirer shall use the pitch only as a football pitch.
11. It is the responsibility of the hirer to fill the holes and divots to bring the pitch to a playable standard.
12. The hirer is responsible for marking out the pitch using either their own equipment or the Council's line marker.
13. The supply, erection and return of goals for mini soccer, corner flags and nets is the responsibility of the teams booking the pitches.
14. The hirer shall not use the pitch in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining property.
15. The hirer is responsible to ensure that both home and away teams do not cause annoyance to residents using other areas of the recreation ground, and that parking is controlled to ensure maximum use of the car park. Until an overflow park is established, vehicles not able to park in the car park should park on the highway in such a way as not to create a hazard to other road users.
16. The hirer shall not do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the pitch or which might or would make invalid in whole or part any insurance held by the Council in respect of the pitch.
17. Hirers are warned that the charges do not include the cost of insurance against their liability for any damage or injury which their activities may cause either to themselves or to other persons or property and they should themselves insure against these risks.
18. It is recommended that the hirer obtains public liability insurance, to a minimum value of £5,000,000 (£5 million), to protect against all claims arising, other than that due to the Council's negligence. Such cover may be independently obtained from insurance companies, but it may be possible to achieve cover through affiliation to a sporting body for a reduced fee.
19. Team secretaries should make themselves familiar with arrangements for contacting emergency services and notify the Council of serious injuries sustained by players (of either team).
20. Sub-letting is not allowed without the prior written permission of the Council.
21. Changing room keys must be collected and signed for in the presence of the Clerk or other Council official. Unless otherwise agreed by the Clerk or other Council official, keys are to be returned immediately after a match; otherwise a fine of £60 for a replacement lock will be imposed on the home team for any key not returned.
22. The home team will be charged for any damage to changing rooms, toilets or other Council property, however incurred, regardless as to the damage being caused by the away or home team. Those teams using changing facilities must ensure that they are left clean and tidy, and lights and water are turned off and doors are locked. Before leaving the grounds the home team is responsible to ensure that any litter left on the field by either home or away teams or fans is collected and disposed of. Litter bins are provided adjacent to the car park. Failure to comply with these requirements may result in the withdrawal of facilities.

Application for the hire of football pitches

Name of Club

herewith make application for the hire of a football pitch on a **seasonal** basis at Althorne Recreation Ground for the 2010/2011 season.

My club **is/is not*** an Althorne Club in accordance with Condition number 2

My club is a **youth** side, the players of which are under the age of 17 years & affiliated to a bona fide youth organisation.

My club is an **adult** side.

Please tick appropriate boxes

*delete as applicable

If there is more than one team in the club please state below the names of the teams to be considered in this application.

I acknowledge and accept on behalf of the above club, the terms and conditions for the hire of football pitches in the Council's recreation Ground.

Name of person making application (block capitals):

Address

Position Held

Signature

(Authorised)

Signatory)

Please note, the person signing this application will be held personally liable for all and any charges pursuant to the terms and conditions of this agreement attached.

Name of club secretary, if different from above (block capitals):

Address of Club Sec.

Tel (Home)

Tel (Work)

E-mail

Other Contact

Tel (Home/work)

E-mail

Send no money with this application