

FOOTBALL PITCH HIRE AGREEMENT-JUNIORS

This Agreement sets out the requirements for the use of a City of Doncaster Council football pitch.

For the purposes of this Agreement, City of Doncaster Council and their Officers, Agents and Servants shall be referred to as “the Council” and the entity hiring the pitch shall be known as “the Hirer”.

1. Bookings

- 1.1. All pitch bookings must be made through the e-form booking system on the Council’s website.
No pitches will be reserved until an e-booking form has been received.
- 1.2. A pitch booking must be made by an authorised representative of the Hirer requesting the pitch. Either a club committee member, official, coach or team manager (“Hirer Authorised Representative”).
- 1.3. Bookings must be made for the entire the season, individual bookings are not permitted. For the avoidance of doubt, a season is between Sept to May (“the Season”) and the terms of this Agreement will apply throughout this period.
- 1.4. **The Council will not allow any ‘reserve’ pitches to be paid for. One pitch will be allocated to one Hirer only.**
- 1.5. Full contact details of the Hirer’s Authorised Representative must be submitted within the application on the e-form. Details of the Hirer’s Authorised Representative will be held in compliance with the Data Protection Act 2018, UK GDPR and [Council policy](#). Any subsequent changes must be notified to the Council as soon as possible.
- 1.6. Upon receipt of an e-form the Hirer that is responsible for payment will be placed on record and checked for any outstanding accounts. Any Hirer that has not paid the pitch fees in full for a previous season will be refused a Council pitch until the outstanding fees have been cleared.
- 1.7. Each Hirer must play their home game on the pitch allocated to them.
- 1.8. A seasonal booking for a Hirer comprises the use of one pitch for matches and excludes training during the Season.
- 1.9. The process for seasonal bookings commences in May/June each year, with allocations being confirmed before the beginning of the Season in September.
- 1.10. Allocation of facilities will usually be based on the previous Season’s allocation, i.e. the Hirer will usually have first option on the pitch they used the previous Season. However, the Council reserves the right to allocate any pitch/changing room facility as maybe necessary.

2. Licence and Hirer Obligations

- 2.1. Subject to clause 7 (Termination), the Council grants the Hirer a right for the Season to enter and use the allocated pitch in accordance with the terms of this Agreement. The Hirer acknowledges that:
 - (a) the Hirer shall have the right to enter and use the pitch as a licensee only and no relationship of a landlord and tenant is created between the Council and Hirer by this agreement; and
 - (b) the Council retains control, possession and management of the pitch and the Hirer has no right to exclude the Council from the pitch. The Council reserves the right to enter the pitch at all times during the Season.

3.2. The Hirer agrees and undertakes:

- (a) To only use the pitch that is allocated to them;
- (b) To only use the allocated pitch for the playing of football matches;
- (c) To report any unauthorised use of pitches to the Council;

(d) To be responsible for and ensure all rubbish/litter is removed from the pitch and those areas surrounding the pitch following use and for any and all costs incurred for the removal and disposal of such rubbish/litter;

- (e) To report any hazard or defect relating to the pitches to the Council;
- (f) Not to sub-let their allocated pitch under any circumstances;
- (g) not to train on their allocated pitch in order to preserve the standard and quality of pitches;
- (h) to be responsible for the conduct of the players and supporters;
- (i) not do anything (and ensure players and supporters do not do anything) which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council, any owner or occupier of neighbouring property or members of the public (in the reasonable opinion of the Council);
- (j) To be responsible for any damage to or loss or theft of any equipment provided by the Council, and shall repay to the Council, on demand, the cost of reinstating or replacing any equipment which shall be damaged, destroyed, stolen or removed during the period of their hire;
- (k) to park considerately and legally when attending the pitch; and
- (l) to cooperate with Council employees.

3. Liability and Insurance

3.1 The Hirer shall indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

- (a) this Agreement;
- (b) any breach of the Hirer's undertakings contained in Clause 3; and/or
- (c) any claim made against the Council for death, personal injury or damage to property arising out of or in connection with the Hirers use of the pitch, to the extent that the claims are attributable to the acts or omissions of the Hirer.

3.2 The Hirer's total aggregate liability under or in connection with this Agreement (whether in tort, contract or otherwise) is no more than £5,000,000.00 (Five Million Pounds).

3.3 Nothing in this Clause 4 shall limit the Hirer's liability for:

- (a) Death or personal injury;
- (b) Damage to the pitch caused by negligence of the Hirer or affiliates; or
- (c) Any other act or omissions, liability for which may not be limited under law.

3.4 The Hirer is advised to have and maintain an adequate insurance policy for the duration of the Season.

4. Pitches

4.1 Goal posts are provided by the Council for all 11v11 pitches.

4.2 Hirer's requiring any different specification and size pitches (5v5, 7v7, 9v9) must provide their own posts and cover insurance costs for any damage that may occur.

4.3 The public shall be allowed free access to the field at all times.

4.4 At the end of the Season the Council will carry out pitch renovation works as required.

4.5 Requests for additional matches must be submitted to the Council.

4.6 The seasonal booking of a pitch includes the initial marking out at the beginning of the Season, the bi-weekly marking, grass cutting and maintenance of the pitch during the Season, the maintenance of the posts and the end of Season renovation works.

4.7 Prior to bi-weekly marking and grass cutting, the pitch is checked for any object/debris, however it is the responsibility of the Hirer to check the pitch prior to the start of each game.

- 4.8 No additional over marking will be completed by the Council unless paid for by the Hirer.
- 4.9 When a pitch becomes unavailable due to unforeseen circumstances, the Council will work with the Hirer to try to accommodate the Hirer on an alternative pitch until the issue can be resolved but an alternative pitch cannot be guaranteed.
- 4.10 All permanently fixed goal posts that are provided by the Council and sockets are checked by the Council to ensure that they conform to health and safety regulations.

5. Cancellation of Matches

- 5.1 Weekly matches can be cancelled by CDC if the ground/weather conditions are considered unsuitable or dangerous or for other reasons.
- 5.2 This decision is final and if a team plays on a pitch which has been declared closed for any reason, then the seasonal booking will be withdrawn.
- 5.3 Pitches will be inspected by the Council on a regular basis.
- 5.4 Pitch inspections will be conducted by the referee to determine whether a fixture can go ahead or not.
- 5.5 The Council will contact the Hirer individually should a pitch be withdrawn from play for any reason by the Council.
- 5.6 The Hirer should be aware that major organised events maybe held in the Council's parks from time to time and where such events clash with a scheduled match, the Council reserve the right to cancel the match and the use of the pitch by the Hirer on that day.
- 5.7 The Council will give reasonable prior notice and will work with the Hirer to try to accommodate them on an alternative pitch at another park.

6. Termination

- 6.1 Without limiting its other rights or remedies, the Council may terminate this Agreement in whole or in part and cancel the Hirer's booking with immediate effect by giving written notice to the Hirer if:
 - (a) The Hirer fails to pay the pitch hire fees to the Council by the date set out in clause 2.3;
 - (b) The Hirer fails to comply with any of the conditions in this Agreement; and/or
 - (c) The Hirer is no longer financially viable;
- 6.2 Without affecting any other right or remedy available to it the Council shall have the right to terminate this Agreement in whole or in part at any time by giving 1 months' written notice to the Hirer.
- 6.3 Termination or expiry of this Agreement shall be without prejudice to any rights or remedies accrued under it prior to termination or expiry and nothing in this Agreement shall prejudice the right of either party to recover any amount outstanding upon termination or expiry.
- 6.4 In the event that the Agreement is terminated in accordance with this Clause 7, the Licence shall automatically be revoked.