

Ground Required:
Name of Hirer:
Name of Club:

Secretary (Name):	
Address:	
Tel. No. (Home):	(Work):

Manager (Name):	
Address:	
Tel. No. (Home):	(Work):

Treasurer (Name):	
Address:	
Tel. No. (Home):	(Work):

[illegible]

- A. Applications are required for all matches and training sessions. Without a booking form the ground will not be available for use.
- B. IF A FACILITY IS NO LONGER REQUIRED, THE HIRER MUST SEND IMMEDIATE NOTIFICATION TO THIS OFFICE.
- C. If the hirer believes the ground is unsuitable for use (owing to inclement weather for example) and the Council agrees with this view, the booking fee for that session will be refunded if a suitable alternative session cannot be scheduled.
- D. Block bookings must be booked and paid for at least a month in advance (unless otherwise agreed by the Council).
- E. Regular bookings can be made up to 7 days in advance and must be paid for at the time of booking.
- F. The Council reserves the right to cancel any bookings where advance payment has not been received.

PLEASE SEE REVERSE FOR FULL TERMS & CONDITIONS OF HIRE.
ALL HIRERS OF BLOCK BOOKINGS ARE ADVISED TO READ THE
NOTES ON INSURANCE ON THE REVERSE.

PLEASE KEEP THE BOTTOM COPY FOR YOUR REFERENCE AND RETURN THE TOP TWO COPIES TO:
Operations, Braintree District Council, Unit 4, Lakes Road Industrial Park, Braintree, Essex CM7 3RU

The Council will use the personal information (name, contact details, payment details) you provide when you make the booking to process and record your booking and take payment for it. It is unlikely that we will be able to offer you a pitch hire without these details, and the lawful basis for using your information is the performance of the booking contract. We will share your information within the Council with other departments who administer the payments or have out of hour's responsibility for the pitches, including with Essex County Council officers who run the site, and will need to be able to contact you. We will not share your information with anyone else, unless the law specifically allows it.

Braintree District Council is the data controller. Further information about your data protection rights including your rights to access information we hold, correcting or removing your information, or how your information is kept secure can be found at <https://www.braintree.gov.uk/council/privacy-policies>. The Data Protection Officer can be contacted at dpo@braintree.gov.uk or on 01376 552525.

CONDITIONS OF HIRE OF PITCHES & PAVILIONS

(Updated 1 October 2020)

1. The Hirer (the person who signs the application form) is responsible for ensuring payment of hire charges and full compliance with these Terms and Conditions. If there is more than one Hirer, liability will apply equally to each Hirer.
2. The Hirer must be over the age of 18 yrs.
3. The Council reserves the right to cancel or refuse to hire on all dates hired or requested without giving prior notice. This would normally apply in the following circumstances:-
 - (a) In the event of a national or local emergency where it would be unsafe to use the facilities; or
 - (b) If the Council is of the opinion that hiring the facility would not be in the public interest; or
 - (c) Because of inappropriate conduct during a previous hiring.

In such cases, the Council will give the Hirer as much notice as possible in the prevailing circumstances and the Council shall not be held liable for any loss or consequence to the Hirer. If the booking has to be cancelled by the Council, any sum paid by the Hirer will normally be refunded.

The Council may also cancel a booking without notice if the full amount of the hire charge has not been paid in advance of the hire period.

4. The following fees/charges will apply in the event that a booking is cancelled by the Hirer:-

Block Booking

- (a) 14 days' notice or less – full charge
- (b) 15 days to a month's notice – half charge
- (c) Over a month's notice – no charge

A Block Booking is defined as a booking of 10 or more sessions booked at one time - whether for daily, weekly, or monthly hire. The maximum period for a block booking is one year.

Regular Booking

2 or more working days' notice – no charge
Otherwise full charge payable.

EXCEPT in either case where the cancellation was for reasons outside of the Hirer's control or where the booking has been rescheduled to take place within one month of the original booking.

5. No alcoholic liquor shall be supplied or consumed on the premises.
6. The Hirer will indemnify the Council in respect of:
 - (i) All damage (including damage, loss or destruction to the Council's buildings and their contents, fixtures and fittings) however or by whomever caused during the period of hire.
 - (ii) All claims (including all actions, claims and demands relating to or arising directly or indirectly as a result of or in consequence of the hiring).

Except where damage or claims arise wholly as a result of:-

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- (i) Fire, lightning or explosion not attributable to the act of any person
- (ii) Negligence by the Council ; or
- (iii) Any defects in the facility hired or any of the Council's property within that facility of which the hirer was not aware and could not reasonably have been aware.

7. The Council reserves the right for its authorised officials to enter the facilities at all times.
8. The sub-letting of any booking is not permitted.
9. No nails, screws etc. shall be driven into, or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings during the period of hire unless authorised to do so by the Council.
10. Any alteration or addition to the electrical lighting system is strictly forbidden.
11. The Hirer shall vacate the premises at the time stipulated and shall leave the facility - including fixtures and fittings and other equipment provided with the facility in a clean and tidy condition.
12. Any article or property belonging to the Hirer or other person which is left on the premises at the end of the hire period and not claimed within 28 days will be disposed of by the Council. The Council will not accept any liability for any loss or damage to private property left at the premises.
13. All fire safety regulations must be strictly adhered to by the Hirer who shall in no way interfere with fire appliances except in the case of emergencies.
14. Hirers must comply with all Health and Safety regulations and any local conditions in respect of each site.
15. Hirer's must only stay on the pitch within their agreed timeslot. Overplaying is not permitted without prior agreement.
16. Metal stud footwear should not be worn on the pitch.
17. No climbing is permitted on goal nets. Please return all goals after use.
18. The following is **NOT** permitted on the pitch:-

Food or drink
Smoking
Dogs
Bicycles

Smoking is NOT permitted in any buildings or on artificial pitches owned by Braintree District Council. Failure to comply may result in the immediate withdrawal of facilities for you or your club.

19. All hirers must have a COVID 19 Risk Assessment in place before a booking can be confirmed.
20. All Hirers must comply with current COVID 19 Government Guidelines - <https://www.gov.uk/government/publications/coronavirus-covid-19-guidance-on-phased-return-of-sport-and-recreation/guidance-for-the-public-on-the-phased-return-of-outdoor-sport-and-recreation>
Hirers must also ensure that all those making use of the facilities during the period of hire comply with current Covid-19 Government Guidance
21. NHS Test & Trace: It is the responsibility of users of our pitches and facilities to hold accurate records (name and contact details) of spectators, officials and players attending a match/event.
<https://www.gov.uk/guidance/nhs-test-and-trace-how-it-works>

NOTES ON INSURANCE

Block Bookings: Hirers must ensure that adequate insurance is provided to cover personal liability and property damage as any injury or damage occurring through the Club's activities is the responsibility of the Club. The Council reserves the right to inspect insurance documents.