

SPORTS PITCH HIRE AGREEMENT – FOOTBALL AND Cricket 2018 / 2019

This agreement sets out the requirements for the use of a Garon Park CIC (GP CIC) sports pitch and changing rooms at Southendian Club, Garon Park, Eastern Avenue, Southend on Sea, Essex SS6 9RG.

This Agreement is between:

Garon Park Community Interest Company, with registered address at Third Floor, Marlborough House, Victoria Road South, Chelmsford, Essex, England, CM1 1LN, company number 09210693.
Represented by James Hinds

and

Club:

Bookings

- a) All pitch bookings both seasonal and casual should be made through GPBL
- b) If a Club has more than one team then each team must be declared to hire a pitch. A seasonal booking for a Club comprises the use of pre-agreed pitches for matches and appropriate training during the season. The process for seasonal bookings commences in April/May each year with allocations being confirmed before the beginning of the season in August. With regard summer Cricket the process starts in December/January each year with allocations being confirmed before the start of the season in March.
- c) Casual bookings are taken any time throughout the season.

Application Procedure

- a) All Teams who have expressed an interest in using a sports pitch should sign a 'Sports Pitch Hire Agreement' document which are available on line at southendianclub.com.
- b) The application should be made on line with the completed 'Sports Pitch Hire Agreement' form being sent by post.
- c) Payment is due in 2/3 equal parts by agreement - payment of invoices are due 28 days following receipt.
- d) Should there be a default on any payment GP CIC reserve the right to immediately terminate the agreement and to withdraw of use of the facilities.
- e) Full contact details of the club officials must be submitted on the application. The individuals who complete the application should be the main contacts. Any subsequent changes to the club officials' details must be notified as soon as possible.
- f) Allocation of facilities will usually be based on the previous season's allocation, i.e. teams will usually have first option on the pitch they used the previous season. However GP CIC reserves the right to allocate any pitch/facility as may be necessary.
- g) Any team who have not paid the pitch fees in full for a previous season will be refused a pitch until the outstanding fees have been cleared.

Garon Park Community Interest Company
Marlborough House, Victoria Road South
Chelmsford, Essex CMI 1LN
Company registration England and Wales
No 9210693

Terms and Conditions

General

- a) This sport pitch hire agreement does not grant to the Club, or its members permission for exclusive use of any of the pitches or other GP CIC facilities.
- b) Each club must be fully insured against all risks deriving in connection with the hire, use or access to a sport pitch and any other GP CIC's facility (jointly **Sport Pitch Use**) and must indemnify GP CIC in full against any claims or demands arising from any form of Sport Pitch Use by its members or hosts/visitors. The Hirer will be responsible for any claim for injury or damage to persons, property or loss of property which may result from the Sport Pitch Use. The Hirer will take full responsibility for any damage caused through or in connection with the misuse of the changing facilities, ground and/or posts, including damage to maintenance equipment. Your Club is responsible to ensure that appropriate risk assessments are in place for any activity undertaken on GP CIC land. This includes the appointment of a first aider as required in League stipulations.
- c) All Clubs will automatically become a Southendian Club - Member Club and will abide by Garon Rules v 4 and then consulted on any updates which will then become the Rules.
- d) The seasonal booking of a pitch includes the marking out, the grass cutting and routine maintenance of the pitch during the season, the maintenance of the posts and the end of season renovation works. Prior to grass cutting the pitch is checked for any object / debris however it is the responsibility of the club to check the pitch prior to the start of each game.
- e) When a pitch becomes unavailable due to bad weather or unforeseen circumstances, GP CIC will work with Clubs to try to accommodate the team on an alternative pitch or possibly allow an end of season extension to the hire by agreement. No refunds or discounts will be available in these circumstances.
- f) All litter should be removed from pitches and side lines and disposed of in the bins available – GP CIC reserves the right to levy an additional charge of £5 per match should litter be left.
- g) Clubs using changing rooms must ensure that all its members and hosts/visitors comply with any safety signs and notices. None of the equipment including electrical equipment, water heating equipment, and building heating equipment should be interfered with by any person using the facilities.
- h) Clubs must report any hazard or defect relating to the pitches or buildings to bar staff.
- i) The Hirer will be responsible to ensure all rubbish/litter is removed from site and/or changing rooms following use and for any and all costs incurred for the removal and disposal of such rubbish/litter.

Pitches

- a) Goal posts, nets, corner flags, stumps, site screens are usually provided by the Clubs.
- b) Each team must play on the pitch allocated to them. Teams found playing on a pitch not allocated to them will be charged an additional fee in line with casual booking fees, unless this has been agreed with GP CIC in advance.

- c) Clubs players or officials who have been found to have been engaging in racist abuse or harassment may face disciplinary action by the appropriate governing body and GP CIC will withdraw the seasonal booking.
- d) To preserve the standard of pitches training should be undertaken for the majority of the time off pitch, with some training crossways on the pitch and minimal training lengthways on pitch. Please note clubs should also only use their allocated pitch.
- e) At the end of the playing season as agreed with Club secretaries, all pitches will be maintained with football posts being dismantled and removed from site prior to renovation works commencing. Requests for additional matches must be submitted to James Hinds

Changing Rooms

- a) Changing rooms will be cleaned prior to the beginning of each week. Subsequently, each Club is responsible for the care of the changing rooms and showers after use and the building should be left clean and also clear of debris. Before leaving the building every team should undertake to remove all rubbish / litter and place in the bins provided
- b) Football/cricket boots should be removed before entering building / changing rooms and mud removed outside the building. The cleaning of boots inside the changing room facility is not allowed. Showers and sinks should not be used to clean boots.
- c) Kit and equipment should not be stored in changing rooms as these are shared facilities. Should any Club leave kit or equipment in changing rooms they do so at their own risk and GP CIC accept no responsibility for any loss or damage.

Cancellation of Matches

- a) Weekly matches can be cancelled if the ground / weather conditions are considered unsuitable or dangerous or for other reasons. GP CIC will decide on its own discretion and its decision is final. If a Club plays on a pitch which has been declared closed for any reason, and any damage reparation to the surface will be charged to the offending Club for immediate payment and until receipt their reservation will be cancelled.
- b) Pitches will be inspected by GP CIC and the pitch decision lies within this Inspection Procedure. However if pitches are deemed suitable, the final decision regarding if a match will play remains with the Referee or Umpires

Packing away & Locking up

- a) All clubs are responsible for packing away equipment they use – apart from the sleeved goal posts.
- b) All equipment stored in the equipment lock up is to be stored in an appropriate and tidy manner and it is important that each club nominates people to ensure their equipment is properly stored after each use and not causing a nuisance to others – GP CIC reserves the right to levy an additional charge of £10 per week to cover the cost of clearing a club's mess.
- c) The last club on site should ensure the equipment store is locked and secure.
- d) The last club on site should ensure the gates to the pitches and nets are locked on departure.
- e) If a club is using the clubhouse without the bar they are duty bound to lock and alarm the premises and lock the car park gate closed as they leave - GP CIC reserves the right to levy an additional charge of £10 per occasion to cover the cost of sending a person to lock up.

Garon Park Bar Limited

**GP CIC RESERVE THE RIGHT TO REVIEW AND ALTER THESE CONDITIONS OR INITIATE NEW
CONDITIONS AT ANY TIME.**

Garon Park Community Interest Company
Marlborough House, Victoria Road South
Chelmsford, Essex CM1 1LN
Company registration England and Wales
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Version 2 – June 2018

1. Club Details: Official Name and Address:			
Title:		Number	
First Name:		Address Street:	
Last Name:		Address Town:	
Club:		Postcode:	
2. Club Details: Official Name and Address:			
Title:		Number	
First Name:		Address Street:	
Last Name:		Address Town:	
Club:		Postcode:	
<p>Insurance Your Club should have a current Public Liability Insurance Policy that is valid for the season, please complete the details below:</p> <p>Additionally: You will be required to confirm/forward to GP CIC, policy details and a copy of the Certificate before using the facilities</p> <p>Failure to provide proof of the required insurance cover will lead to cancellation of use until valid cover is obtained.</p>			
Insurance Company Name:			
Insurance Company Address:			
Policy Number:			
Name of Policy Holder:			
Level of Cover:	£		
	<i>Note: Under no circumstances shall the limit of indemnity be less than £5million</i>		
Expiry Date of Policy:			
Declaration			
<p>By signing this declaration you, as the Club Official, confirms that you:</p> <ul style="list-style-type: none"> • Hereby request to hire pitches as detailed in this application form. • Will enclose/forward a copy of the required Public Liability Insurance prior to the season starting. • Will make payment in full to GP CIC upon receipt of your invoice as defined in this Agreement. • Agree to abide by the Rules of the Southendian Club. 			
Official 1 Signature		Mobile no	
Official 2 Signature		Mobile no	
E-mail:		Date:	
Approved		Date:	

Application:

Club Name	
Contact Name	
Contact Mobile Number	
Contact Email	
Requirement:	
No of Teams	
Breakdown of age groups	
Breakdown of gender	
Breakdown of Ethnicity	
Breakdown of Disability	
When training	
When Matches	
Season start	
Season Finish	
Comment	