

Parks & Leisure Services Terms and Conditions of Sports Hire (Lacrosse, athletics, rounders and softball etc)

By hiring a Parks and Leisure sports facility you are agreeing to these terms and conditions of hire. Please note that any breach of these terms and conditions may result in the cancellation of bookings without refund and the Council refusing to accept bookings from the Hirer in the future.

These terms and conditions apply to the hire of all sports pitches, courts and fields owned or managed by the Council of the Borough of Guildford and not covered by other terms and conditions, including, but not limited to, the following:

Cardwells Keep, Kingston Meadows, Onslow Village, Shalford Park

Stoke Park, Stoke Recreation Ground ,

Stoughton Recreation Ground, Sutherland Memorial Park

Lacrosse and athletics only available at Stoke Park

Rounders and softball available at Stoke Park and Shalford Park

# Definitions

* 1. “Booking” means a reservation of Council Facilities on a specified date, at a specified time and for a specified duration.
	2. “Booking Confirmation Number” means the number issued upon confirmation of the Booking.
	3. “Booking Credit” means a credit which may be used for the next Booking the Hirer makes.
	4. “Council” means the Council of the Borough of Guildford.
	5. “Facilities” means the place where the activity or sport takes place.
	6. “Hirer” means the individual (aged eighteen or over), team, body, club, school or organisation who makes the Booking.
	7. “Users” means any player, spectator, Hirer or any other person who has any involvement whatsoever with the use of the Facilities during a Booking, including members of opposing teams.
	8. “Working Day” means between 8.30 am and 4.30pm from Monday to Friday inclusive, excluding bank and public holidays.

# Bookings and Cancellations

* 1. Requests for Bookings must be made :
		1. By submitting the online booking request form located on our website.

Bookings will not be accepted by any other method.

* 1. Cancellations must be made in writing by emailing parks@guildford.gov.uk . Cancellations will not be accepted by any other method.
	2. The Council will aim to process all Booking applications within 5 Working Days of receipt. Bookings should therefore be made **at least five days** in advance to ensure that all applications are processed in time. Any booking requests within this time will be at the discretion of the Council.
	3. Cancellations must be made at least five full working days prior to the date of the booking in order to secure a Booking Credit. A Booking Credit may not be issued if less than 5 working days’ notice is given.
	4. The Booking Credit may only be used towards the next booking; it may not be used against current invoices.
	5. Bookings made for Users aged under 18 years will qualify for the reduced youth rate. This must be requested at the time of booking otherwise the default adult payment will be charged. This charge will not under any circumstance be adjusted retrospectively. Evidence of age may be required.
	6. The maximum length of any one block booking (see clause 7) is one fiscal year, i.e., 1 April through to 31 March of the following year. Block bookings made for longer than four months can be paid by instalments at the Hirer’s request. The Hirer should contact Financial Services at the Council on 01483 444851 or finacc@guildford.gov.uk on receipt of their invoice to arrange an instalment plan.
	7. The Council does not send out reminders to customers at the end of a block booking. Customers are advised to note the dates of the finish of their Booking and rebook as necessary, with as much advance notice as possible.
	8. Booking Credits remaining at the end of a season or fiscal year will not be carried over to the following season/year.
	9. Unused Booking Credits will only be refunded in the event of a customer no longer requiring the use of any Parks & Leisure sports facilities in the future.
	10. The Council may set off against any refund any amounts due from the Hirer, whether in relation to the booking or otherwise.

# Obligations on the Hirer

* 1. Payment of any invoices will be required by the due date shown on the invoice, regardless of whether the Facilities are used (see also clause 5).
	2. The Hirer must leave the Facilities in a clean and tidy state after use and is responsible for ensuring that the Facilities are treated in a considerate manner.
	3. The Hirer is responsible for providing adequate insurance cover for all Users of the Facilities during the Booking period. The Hirer should ensure that pitch hire and use of the Facilities is covered under a public liability insurance policy of at least £5,000,000. Evidence of appropriate cover must be produced if requested.
	4. The Hirer is responsible for providing accurate invoicing address details and ensuring that the Council has at least one up-to-date telephone number on which the Hirer(s) can be contacted. Any changes to the Hirer’s contact details must be notified in writing, stating the old details and new.
	5. Users shall not act in a manner which causes injury, damage or distress to any property or person, including Council staff and other users of the Facilities. Users shall obey any instruction given by ground staff and/or Parks and Leisure Officers. The Hirer shall be responsible for ensuring that the behaviour of all Users associated with the Booking complies with these Terms and Conditions, and shall be jointly liable for any damage caused by such Users.
	6. The Hirer must ensure that all Users of the Facilities associated with their Booking wear appropriate footwear.
	7. Hirers must comply with the Council’s Equalities and Diversity Framework and ensure that no Users associated with their Booking discriminate either physically, verbally or by their conduct on the grounds of race, nationality, colour, ethnic or national origin, religion, creed, sexual orientation, marital status, sex or disability. Details of the Council’s Equalities and Diversity Framework can be found on the Council’s website, [www.guildford.gov.uk,](http://www.guildford.gov.uk/) or are available upon request to the contact points listed at Clause 2.1.
	8. The Hirer must ensure that all Users of the Facilities associated with their Booking park correctly. Fines will be issued for any vehicles parked illegally or outside of the designated parking areas at the Facilities.
	9. Subject to Clause 4.1 below, the Hirer is responsible for providing nets, supports, corner flags, racquets, bats, sticks, balls and other associated equipment required in relation to their Booking.
	10. Hirers must not use pitches without booking in advance. Any use of a pitch without pre-booking will be retrospectively charged for.
	11. The sub-letting of any Booking is not permitted.
	12. Hirers must ensure Pitches/Court/Facilities are inspected prior to use and must report all Health and Safety issues in writing via Parks@guildford.gov.uk.
	13. Hirers must ensure appropriate risk assessments are in place prior to the booking date, a copy of which must be produced if requested by a council officer.
	14. Any breach of and/or failure to comply with these Terms and Conditions may result in the cancellation of all the Hirer’s current Bookings at the Council’s Facilities without the provision of a refund or Booking Credit and/or the refusal to accept any future bookings from the Hirer. The use of any such remedies is without prejudice to any other claim or remedy which the Council may have against the Hirer.

# Obligations on the Council

* 1. The Council will provide the Hirer with one court or pitch at the Facilities per Booking; the use of changing facilities; goal posts (as appropriate). The Council cannot guarantee the availability of any specific court or pitches at any Facilities. Courts and pitches are allotted on the day at the discretion of the Council’s officers.
	2. Cancellations made by the referee or umpire due to unsafe pitches or weather conditions will receive a Booking Credit, provided written notification is received by Parks and Leisure Services within two Working Days after the date of the game. The referee's/umpire's contact details must be included in the notification. Notifications received after two Working Days will not receive a credit.
	3. The Council reserves the right to cancel and/or move to an alternative site any Booking(s) without prior notice if, in their ultimate discretion, an officer of the Council considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, or if an alternative site is unavailable or impractical to travel to, the Council will provide a Booking Credit for the full value of the Booking. The Council will not accept any further costs or liability for any consequential losses suffered by the Hirer due to any such cancellation.

# Payment of Invoices

* 1. Only hire fees over £150 have the option of an invoice sent to the hirer.  All fees below this, must be paid by card prior to the booked date.
	2. Pitches must be paid for by the working day before the hire, unless an invoice has been raised. Pitches not paid for by this time will be automatically cancelled and changing rooms will not be opened.
	3. Invoices for payment will be sent to you by the Financial Services department after each booking has been processed. Payment will be due within fourteen days of date of issue of the invoice.
	4. Should the Hirer not pay any invoice within fourteen days of the due date on the invoice, the Council will not permit the Hirer to make any future bookings until the Council has received payment in full. Any unpaid existing booking will also be cancelled. Invoices will be deemed received by the Hirer on the third day from the date of the invoice.
	5. Full payment will not be deemed to have been received by the Council until all funds have cleared.
	6. If any invoice remains unpaid twenty-eight days after the due date on the invoice, then the Council may take immediate legal action against the Hirer to recover all monies due.

# Limitations and Exclusions

* 1. The Council does not accept liability for any loss suffered by the Hirer because of any Booking cancellation or unforeseen unavailability of the Facilities.
	2. The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the Users of the Facilities.
		1. The Council will not accept liability for any personal injury or loss of life howsoever caused to any Users of the Facilities, unless resulting from negligence on the part of the Council.
	3. The payment of a booking fee for a sports pitch does not create or cause to create any interest in the land by any means and does not imply any relationship of landlord and tenant.

# Block Booking Discount

* 1. Block bookings must comply with the following rules to qualify for the block booking discount of 20% (equivalent to two free sessions):
		1. A minimum booking of ten sessions must be made
		2. Each session must be for the same sport or activity
		3. Each session must take place at the same Facilities
		4. The interval between each session must be at least 1 day and not more than 14 days.
	2. No refund can be provided for the cancellation (by the Hirer) of any sessions of a block booking. If a Hirer chooses to cancel a session within a block booking, no refund will be offered.  It is possible to book an alternative date if it fulfils the block booking discount rules above.

**PLEASE NOTE: for any problems on site, the out of office hours mobile number is 07880 784947**