Charvil Parish Council

Terms & Conditions of Hire

Sports Pitches

East Park Farm

Version 1.4 – October 2026

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1 Document Control Information

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1.0	August 2021	Policy Published
1.1	August 2024	Reviewed & Updated
1.2	May 2025	Reviewed, no updates required
1.3	August 2026	Removal of VAT section as no longer applicable
1.4	October 2026	Updates made to sections for Health & Safety, Car Parks and End of Booking Conditions

Approved by:

Title	Name	Signature	Date
Chair of the Council	Matt Walker		
Clerk to the Council	Miranda Parker		

Planned Review Date:

May 2027

3 Definitions

3.1 The Sports Pitches at East Park Farm are owned by Charvil Parish Council (CPC) and managed on its behalf by its Amenities Committee.

3.2 The Sports Pitches are administered primarily by the Amenities Manager or in their stead, the Parish Clerk or nominated Councillors. The Amenities Manager acts on behalf of CPC to receive and confirm bookings, arrange access, inform Hirers of the terms and conditions of hire and to monitor adherence to these. All references to the Amenities Manager below shall be taken to refer to them or any other officer or councillor as nominated.

3.3 The Hirer refers to the person or organisation hiring the Sports Pitches for any event. It is the Hirer's responsibility to ensure that any persons on the premises for the duration of their booking adhere to the terms and conditions of hire set out in this document.

3.4 The Facility or Pitches means the premises (or parts thereof) managed by the Council and includes any equipment and/or facilities provided for use by the Hirer under these Terms and Conditions.

4 Acceptance of Terms and Conditions

4.1 Use of the sports pitches are subject to the Terms and Conditions within this document.

4.2 By making a booking and/or using the Sports Pitches the Hirer accepts and agrees to these Terms and Conditions.

4.3 Booking one or more pitch shall entitle the Hirer to use them for football, cricket or other appropriate sport or event, on the condition that they are left in a clean and undamaged state at the end of the

booking. If only one pitch is booked, then the Hirer must ensure that hirers of the other pitch are permitted free and unimpaired use of that pitch.

4.4 Car Parking: Parking is available in the car park close to the Pitches. Vehicles must not be parked on the highway or at the entrance or exit from the car park. CPC advises the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on pavements is not permitted.

4.5 Any damage to or failure of equipment must be reported to the Amenities Manager.

5 Booking Process and Conditions

5.1 The Pitches may be hired by anyone of 18 years or over.

5.2 If the Hirer is not known to CPC, the Hirer may be asked to produce personal identification and proof of address.

5.3 Bookings will only be considered on a completed Booking Form submitted to the Amenities Manager.

5.4 If subsequent changes to the hire are required, the Council will make every effort to accommodate the Hirer but cannot guarantee that sports pitches will be available.

5.5 Any potential Hirer with an outstanding debt to the Council must clear that debt before they will be provided with any further pitch allocation.

5.6 CPC reserves the right to refuse a booking of the Sports Pitches or any other Parish Council facilities if it considers that the hiring could lead to a breach of the Terms and Conditions or if for any reason the premises are considered unfit for the intended use.

5.7 The Hirer agrees to indemnify CPC for the cost of repairs of any damage done to any property or contents during the hire.

5.8 The Hire of the Pitches does not entitle the Hirer to occupy them at any time other than the specific hours for which they have been hired, unless prior arrangements have been made with the Amenities Manager.

5.9 By entering into this agreement, the Hirer accepts that CPC will hold their details for the purpose of carrying out the booking. CPC will not use this information for any other purpose apart from any future bookings the Hirer may make. See also CPC's 'Hirers Privacy Notice', available on the Parish Council website.

5.10 All hirers who wish to use the facilities for activities which include children and adults at risk, other than for private hire arranged for invited friends and family, are required to produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS). If the group does not have their own dedicated policy then they must agree to adopt the Safe Guarding Policy laid out by the Charvil Parish Council which can be found on the Parish Council website.

6 Hire Charges and Payment Policy

6.1 The Amenities Committee reviews and sets hall booking fees annually on or around 1st April each year. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in hire rates formally approved by the AC).

6.2 The full amount will be due at the time of booking.

6.3 The person who has completed and signed the Sports Pitches Booking Form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.

6.4 For adhoc users the fee must be paid, in 'cleared funds', prior to use of the pitches (cheques made payable to Charvil Parish Council).

6.5 For regular users, an invoice will be issued to the Hirer at the beginning of each quarter for pitches hired in the previous quarter, and payment will be due within seven days. If the council has not received

payment within the above seven days, no further use of the facilities will be permitted until the debt has been recovered in full.

6.6 The Council reserves the right to vary its charges without notice. Fees will be charged at the rates shown at the time on the Council's website.

6.7 If the Hirer's use of the Facility proceeds beyond its allocated time, the Hirer will be liable for an excess charge. These incidents will be investigated on a case by case basis, but the excess will generally be charged at twice the applicable rate.

7 Cancellations

7.1 CPC reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- the Amenities Committee considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire;
- the premises becoming unfit for the use intended by the Hirer;
- an emergency requiring use of the premises by Charvil Parish Council.

7.2 The Council will endeavour to provide the pitch and facilities on the date and time booked by the Hirer. However, in the case of bad weather conditions or under exceptional circumstances (e.g. for health and safety reasons), the Council reserves the right to cancel the use of the facilities at any time. In such circumstances the Council will refund the cost of the hire but shall be under no liability for any expense incurred or loss sustained by the Hirer as a result of the cancellation.

7.3 The Hirer is responsible for notifying the Assistant Clerk in writing by emailing bookings@charvilparishcouncil.gov.uk of any cancellations or alterations for pitches at least three clear days in advance of the date of proposed hire.

7.4 If the Assistant Clerk does not receive written notification at least three clear days in advance of the proposed hire, the Hirer will be required to pay the full cost of the hire, unless Article 12.3 (below) applies.

7.5 In the event that a fixture is cancelled by the referee, it is the responsibility of the Hirer to notify the Assistant Clerk within 48 hours of the date of the fixture. Failure to do so will result in the Hirer being required to pay the full cost of the hire.

8 Pitch Allocations

8.1 The Hirer will be allocated a specific pitch at the time of booking. The Hire is for that pitch only plus equipment (nets and corner flags) where applicable.

8.2 For Ad-hoc bookings requested by a Hirer with a completed current season Booking Form, the Council will make every effort to accommodate the Hirer but the Council cannot guarantee that sports pitches will be available at short notice.

8.3 For Ad-hoc bookings made by any Hirer without a completed current season Booking Form, the Council will require receipt of a fully completed Booking Form plus full payment in 'Cleared Funds' prior to the Hirer commencing any use of the pitches.

8.4 The Council will only accept fixture lists and/or other bookings from the individual named on the Sports Pitch Booking Form unless notified otherwise in writing beforehand by that person.

8.5 Allocation slots will be for a maximum of three hours (which allows adequate time should the fixture be a cup game requiring extra time and/or penalties), including set up and taking down of equipment.

9 Changing Rooms

9.1 If required, Changing Rooms must be booked prior to the fixture taking place and keys provided or Council attendants notified to open these. Changing Rooms will be available 30 minutes prior to kick off and for 30 minutes after the fixture has ended. One changing room consists of two units that will cater for home and away teams.

9.2 The away team will only be allowed access to a changing room if the Hirer has booked it.

9.3 It is the Hirer's responsibility to ensure that changing rooms used by both sides are cleaned at the end of each booking, to check for damage, to ensure that lights are switched off, and for locking up afterwards (including setting any alarms).

9.4 Any damage to the Pavilion must be reported to the Amenities Manager. This must include as much detail as possible as to the location of the damage and of its cause, to ensure that the correct party is billed for this (see Section 16 below).

10 Refusal of an Allocation or Booking

10.1 While the Council will make every effort to accommodate the Hirer as regards its preferred location and quantity of pitches, the Council cannot guarantee the same allocation as in previous seasons nor that the Hirer will receive any pitch allocation.

10.2 The Council reserves the right to refuse any application for the hiring of a Facility without being required to give any reason for such refusal.

11 Fixtures

11.1 For teams booking for a season, the Council appreciates that Teams/Leagues do not always have a complete set of fixtures for the whole season. Hence, unless otherwise agreed, and in order to ensure pitch availability every week, the pitch(es) allocated to the Hirer will be reserved for them every week. Should the Hirer not require a pitch, then the Assistant Clerk must be advised three clear days in advance, or payment will be due.

11.2 The Hirer will be responsible for all bookings and charges made on behalf of its organisation.

11.3 On rare occasions, such as inclement weather, where circumstances prevent the Council's contractors from carrying out line marking of the pitches, the referee and teams are responsible for the decision as to whether to proceed on the day. No discount or refund will be applied should the teams decide not to proceed with the fixture.

12 Right of Entry

12.1 Members of the Council and its Officers shall at all times during the period of hire have free and unrestricted access to the Facility, and instructions must be given by the Hirer to its officials for this access. The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Facility.

13 Prohibition of Assignment

13.1 The rights to use the Facility under the Contract shall not be sublet, assigned or otherwise transferred and the Hirer shall not assign the benefit or burden of the Contract or any part thereof, or sublet or subcontract any part of the Facility.

14 Liability

14.1 The Council is not responsible for, and will not accept liability for, any loss, damage, injury or death, (whether to property or person) sustained by any person or persons in the Facility, howsoever caused, except where such loss, damage, injury or death is caused by the Council's negligence or any defect in its premises.

15 Indemnity

15.1 The Hirer shall repay the Council on demand the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is damaged, destroyed, stolen or removed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring.

15.2 The Hirer shall obtain Public Liability Insurance for a minimum of £2 million to indemnify the Council against any death or injury to any party, or loss or damage of property belonging to any persons arising out of the use of the Facility during the period of hire.

15.3 The Hirer is required to produce evidence of such insurance as described above at least 14 days before the date of hiring, or at the time of booking if that is less than 14 days before the event. Failure to provide this evidence will automatically cancel any booking application which has been made. Notwithstanding the above, in the absence of such insurance, the Hirer shall indemnify, defend and hold the Council harmless from and against any claim by any party for loss of property, or personal injury or death of any persons arising out of their use of the facility.

15.4 The Hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at the Facility during the period of hire.

16 Personal Property

16.1 The Council may remove (and store if practical) any property left behind by the Hirer after the expiry of the times provided in the Contract. The Council shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The Hirer agrees that the Council shall be entitled to dispose of any property left at the Facility as a result of the hiring and not claimed within 28 days.

17 Car Parks

17.1 Car Parks at the Facility may be used by the Hirer but remain under the control of the Council and available to other users of the park. Officials and participants may use the car park free of charge to park their own motor vehicles but these vehicles are left entirely at their owner's risk. The Council does not make any claim or warranty as to the safety of the car park.

17.2 The Hirer must ensure that cars parked at the Facility do not cause damage to grass verges or the field, and do not restrict access to any emergency services if required to respond to a call in the vicinity.

17.3 There is to be no vehicular access to the field at any time other than emergency services if required.

17.4 The Hirer must not allow parking on any of the grass areas within the grounds.

18 Notices

18.1 No notices or placards erected, displayed or provided by the Council may be removed or covered up.

19 Collections and Lotteries

19.1 No collections, games of chance, sweep stakes or lotteries nor any betting of any kind may be conducted at the Facility.

20 Broadcasting, Advertising and Photography

20.1 No Hirer shall grant sound, advertising, television broadcasting or film rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and to the terms and conditions of any Contract reached, and to share any income and publicity derived therefrom.

20.2 Photography and filming at the Facility may not take place without written consent from the Council.

21 Variations to the Terms and Conditions

21.1 The Council reserves the right to vary the conditions of this Contract at any time on seven days' notice. Any variation so made shall be deemed to be incorporated in these conditions. In such circumstances, the Hirer may, within 7 days of receipt of such notice, terminate the Contract.

22 Violations to the Contract

22.1 The Council reserves the right to terminate any activity if it appears that any of these Sports Pitch Booking Conditions have been or are being violated. Such determination shall not release the Hirer from any obligation under these conditions or affect any right of remedy which the Council may have under these conditions or otherwise. The Council shall be entitled to retain and benefit from any monies paid to them in respect of the letting.

Before your Booking

23 Insurance

23.1 CPC's Public Liability Insurance shall be extended to each organisation or person whilst using CVH (during a booking agreed with CPC), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the premises for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.

23.2 CPC insurance does not cover items owned by court users. Equipment brought into and/or left at the courts is entirely at the owner's risk.

23.3 It is the Hirer's responsibility to ensure that any sub-contractor, who provides equipment or a service has appropriate Public Liability Insurance.

24 Licences

24.1 Where music is to be played, the Hirer shall ensure that it holds a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity on the grounds, the Hirer must ensure that they hold the relevant licence and, where necessary, bear the cost of such licence.

24.2 Sale of Alcohol: The grounds are not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises without express permission of the Amenities Manager in writing. With written agreement from the Amenities Manager the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

25 Health and Safety

25.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

25.2 Upon commencement of the hire, the Hirer must ensure that they have received instruction in the following matters:

- The action in the event of fire, including calling the Fire Brigade and evacuation of the grounds; the Fire Brigade shall be called however minimal the fire;
- escape routes and the need to keep them clear;

25.3 In advance of entertainment or play the Hirer shall check to ensure that:

- all fire exits are unlocked and escape routes clear of obstruction;
- there are no obvious fire hazards on the premises.

25.4 Barbeques are not permitted on the grounds.

25.5 Electrical Equipment Safety:

- the Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and has been Portable Appliance Tested (PAT) within the past year.
- when using an extension cable ensure the combined power does not exceed 13AMP.
- linking of extension cables (known as 'Daisy Chaining') is not permitted at any time.
- the use of generators inside or outside the building is forbidden without prior written permission granted from the Parish Council and only after the hirer has conducted a thorough risk assessment and has established a plan to mitigate any risks.

During your Booking

26 Supervision

26.1 The Hirer must not engage in any activity which prevents them from exercising general supervision.

26.2 All functions for persons under 18 years must be stewarded by an adequate number of adults (21+ years old) and with a minimum of 1 adult per 10 young persons and a minimum of three adults at all times.

26.3 All supervising adults must be aware of their essential roles with respect to fire and other emergencies.

26.4 The Hirer shall, during the period of hiring, be responsible for supervision of:

- the premises, the car park and grounds, the fabric and the contents; their care, safety from damage however slight or change of any sort;
- the behaviour of all persons using the premises whatever their capacity;
- car parking arrangements so as to avoid obstruction of the highway.

26.5 The Hirer is responsible for:

- The supervision and control of competitors (including the opposition team), visitors, spectators and officials at the facility.
- Informing the Council of any injury sustained by any player, spectator or other person onsite during the period of hire. The Hirer must inform the Amenities Manager in writing detailing the location, time and date of the accident, the nature of the injury sustained and the likely cause of the injury by emailing the Amenities Manager
- Ensuring that all users conduct themselves in a proper and correct manner with due consideration to other users, staff and local residents. Abusive, threatening or antisocial behaviour, whether verbal or physical, towards the staff of the Council, the attendants, referees, members of the public or the facilities will not be tolerated for any reason and may lead to the Council cancelling all future bookings for the individual and/or the team, with immediate effect. Any such incidents will be investigated on a case by case basis.
- Ensuring that all users play only on the pitch allocated to them at the time of the booking and that those users do not transfer to any other pitch during the period of the hire.

- Ensuring that no users play on pitches when the Council or the referee has cancelled games. This includes use for training and/or friendly games.
- Ensuring that no users leave any valuables on site unattended during the period of hire. Any such valuables are entirely at their owner's risk.
- Leaving the Facility (and all parts thereof in connection with the hiring) in a clean and tidy condition, ensuring that all sports equipment is returned and secured within the building, that the Pavilion (if hired) is locked after use, and that all litter is removed from the site or placed in the bins provided.
- Ensuring that access gates to the field are locked immediately after each vehicle entry/exit, and remain locked during and after the hire. Should unauthorised people enter and remain on the site as a result of a breach of this article, then the User will be responsible for all costs related to their removal.
- Ensuring that the Council's 'No Smoking' Policy is adhered to at all facilities during the period of hire.
- For Hirers hiring pitches for multiple games during a season, keys for the facility can be obtained from and returned to the Amenities Manager at the beginning and end of each season (the Hirer may nominate someone to carry this out on their behalf). A deposit may also be required for each set of keys issued.
- Ensuring that all users comply with these Sports Pitch Booking Conditions and with all reasonable requirements of the Council for the safety and convenience of those using the Facility.
- Contacting the Parish Council by telephone in the event of an emergency, using the telephone numbers displayed on the Emergency Contact sheet at the Margaret Gimblett Pavilion.
- Ensuring that all users (both from the Hirer and their competitors) are made aware of these Sports Pitch Booking Conditions to ensure that they are familiar with the agreement between the Hirer and the Council.
- Ensuring that all users respect the privacy of residents living adjacent to the facility, and their right to the quiet enjoyment of their homes.
- Informing the Council of any cancellations within the specified time period as stated within Section 12 below.

At the End of Your Booking

27 Condition of the premises

27.1 At the end of the booking, the Hirer will be responsible for:

- leaving the grounds in a clean and tidy condition, including removing all food and drink from the area, disposal of refuse into nearby bins, or if the bins are full, removed from the site;
- all recyclable rubbish (paper, card, plastic, glass etc.) must be removed from site and disposed of responsibly either via kerbside recycling or at a designated recycling point;
- ensuring that the access gate is closed and locked and the grounds are left secure;

27.2 Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at twice the applicable rate. In addition, a further call-out fee may be levied.

28 Prohibitions

28.1 Smoking. The entire Pitch area is a NON SMOKING area.

28.2 Fireworks and Pyrotechnics: There is a total ban on the use of fireworks or any form of pyrotechnics within, or in the grounds of the Sports Pitches.

28.3 Betting, Gambling and Lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

28.4 Sub-letting. The Hirer shall not sublet the Sports Pitches or any part thereof.

29 Nuisance

29.1 The Pitches are a community facility primarily for the benefit of Charvil and other local residents. They are located in a residential area and any use of the grounds must be made with due consideration to nearby residents. Hirers and organisers of events in the grounds are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.

29.2 Live and recorded music may not be played except during official village events.

29.3 The Hirer is responsible for minimising all undue noise on arrival and departure especially late at night.

29.4 The Amenities Committee reserves the right to terminate a booking where the hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities. In such case, no refund of any fees will be made.

29.5 If a member of CPC is called out to the grounds as a result of a complaint from a resident or for any other reason, during the hire period, a call-out fee will be charged to the Hirer at CPC's then-current rate, or deducted from any deposit held.

30 Review

30.1 These Terms & Conditions will be reviewed annually