

TERMS AND CONDITIONS OF HIRE:

THE HIRE OF THE GROUNDS

1. The Pitch will be available for matches arranged on specified dates from **22nd August 2017 to 13 May 2018** for Official League and Cup fixtures (*this information should be provided from the club or the League Fixture Secretary*) to enable the club to complete the season.
2. Any official league or cup fixture after **13 May 2018** is the clubs responsibility to make separate arrangements if necessary with the Booking Section. The Council cannot guarantee any fixture(s) will be played on the club's home ground. This is only applicable to your club if you are hiring the facilities at SANDS LANE, CRAWSHAW STREET, LEEDS ROAD SPORTS COMPLEX AND MIRFIELD MEMORIAL PARK. These are multi use facilities including football and cricket; the council will make the utmost arrangement to fulfil all the official league fixtures for all sports however cannot guarantee all the fixture(s) will be played at the club's home ground.
3. This agreement *DOES NOT* cover for any training sessions or any friendly matches; it is only hired for official weekday and weekend matches stated on specified dates from the Official League and Cup fixtures for the club to complete the season. The allocation of all pitches is at the discretion of Kirklees Council. Unless these requests are strictly adhered to, Kirklees is unable to guarantee that they will remain suitable for League football throughout the season.
4. It is the club's responsibility to let us know all your home fixtures and any subsequent amendments must be sent to this department as soon as the information is available to you. The weekly deadline to provide this is by 11.00 am on Wednesday morning before the weekend the match is being played. ***If you do not notify us of fixtures and amendments this will result in the pitch not being marked out.***
5. It is the club's responsibility, if you are sharing the pitch/ground with another club, to organise suitable arrangements prior to any home fixtures clash. *The Council will not be held responsible for any cancelled fixture due to fixture clashes.*
6. The club is responsible for the security of the building such as dressing accommodation or gates to ensure that the facilities are checked and locked before leaving. ***The club is liable for any loss or damages to any of the facilities caused by theft or vandalism if the building is left unlocked at any time.***
7. It is important that the clubs take into consideration, while using the facilities, members of public and nearby local residents such as parking arrangements, players/spectators leaving litter on the ground after the match, level of noise and foul language etc. ***These activities are not acceptable and may result in the agreement being withdrawn.***
8. The club must not change the padlocks/locks without first asking permission from Kirklees Council or it will result in them being cut off and changed with the club being recharged.

THE HIRE OF THE CHANGING FACILITIES

1. This arrangement applies where hiring changing rooms – It is important that the club comply with the **Agreement for the Management and use of Sports Facilities** failing this; can result in having the facilities and the agreement withdrawn with the club.
 - i. Having been granted the use of the changing accommodation (the "facilities") on the recreation ground referred to above in common with the Council and all others nominated by the Council, I/ We (the "User") hereby agreed to manage and maintain the facilities subject to and in accordance with these terms and conditions and to the entire satisfaction of the Parks and Greenspaces Manager. **(NOTE: If the User is a Club, documents relating to its constitution must be submitted to the Parks and Greenspaces Manager prior to signature of this Agreement).**

- ii. I / We acknowledge that I/We have been granted non-exclusive use of the facilities (which, following my/our inspection, I/We have accepted in the condition existing on the date of this Agreement) on the strict understanding that: -
 - a. the Council will at times remain the owner of such facilities;
 - b. the facilities are used jointly with the Council and all others so nominated by the Council;
 - c. the Council is entitled to inspect at all reasonable time the facilities and enter upon the recreation ground upon which the facilities are situated; and
 - d. I / We will cease to be responsible for all management and maintenance covered by this agreement and the possession and control of all facilities enjoyed will automatically revert to the Council upon termination of the use of the facilities.

I/ WE WILL:-

1. Pay an annual administrative fee to the Council for the use of facilities.
 2. Be responsible for security of the facilities including all items of equipment, (i.e. electric and water apparatus etc.). I/We will be liable for any loss or damage to any of the facilities caused by theft or vandalism.
 3. Be responsible for the safekeeping of keys and shall only permit such keys to be given to persons whose names and addresses have been supplied to the Council.
 4. Keep the facilities clean and tidy.
 5. Undertake to pay on a professional basis the energy and water costs stipulated in the Council's invoice. In the event of a dispute with any other users(s), the appointment of such costs shall be determined by the Parks and Greenspaces Manager.
 6. Be responsible for ensuring that any work carried out complies with current legislation: i.e. all electrical work is carried out in accordance with the Institute of Electrical Engineers Regulations and the Control of Electricity at Work Regulations Services is my/our responsibility in that the Council's responsibility ceases at the appropriate service's meter.
 7. Carry out internal repairs as and when necessary instructed by the Parks and Greenspaces Manager.
 8. Allow the occasional use of the facilities by other users nominated by the Council, (i.e. football matches, fun runs, gala days etc.).
 9. Agree to liaise and co-ordinate with other users in a regular forum to discuss fixtures, training and other internal management issues. The Parks and Greenspaces Manager will decide any unresolved dispute concerning the usage of facilities.
2. The **Agreement for Key Holder for Changing Facilities** – The club is liable for loss of the keys and is liable for payment of **£10.00** per key for the replacement of the keys. If you need a replacement key please contact **Robert Whittaker** on **01484 221000**. Please make cheques payable to **KIRKLEES COUNCIL**.
3. It is the club's responsibility for the removal of their own rubbish and ensuring that the dressing/changing facilities are left as clean and tidy as possible, for instance boots should not be cleaned in the dressing/changing facilities. ***Failure to comply with this request may result in the closure of the unit.***

Finance and Insurance

1. The charge per season will cover all League and Cup matches played within the specified dates for the season. *For any additional booking of matches please contact Parks and Greenspace, Booking Section, telephone number 01484 221000.*
2. Any payments relating to this booking should be made before the end of **January 2018**. Failing this, the club will be given 14 days to pay the outstanding charges, and the League notified of this action. If after this period the club still have outstanding debts then the Council will have no alternative to withdraw the agreement immediately, and we will notify the relevant league of our actions. This will obviously affect any future applications the club may have for the hire of any recreation grounds or playing field for the next season.
3. It is important that the following indemnity clauses ensure that suitable insurance is taken out to cover your Club against any possible claims.
 - i. Kirklees Council shall not be liable to the Club, its members or guests for any personal injury (whether fatal or otherwise) loss or damage to property and any other loss, damage, costs and expenses which may arise in consequence of the letting of the playing field/pitch save where such an injury, loss or damage is caused by the negligence of the Council, its servants or agents.
 - ii. The Club shall keep the Council, and all persons lawfully upon the recreation ground in which the playing field/pitch is situated and all other persons who may be affected by the activities of the Club, indemnified against all personal injury (whether fatal or otherwise) loss of or damage to property and any other loss, damage, costs and expenses which may be suffered by the Council or such other persons as aforesaid and which arises directly or indirectly as a consequence of the presence of the said recreation ground of the Club, its members or guests.
 - iii. The Club is most strongly advised to take out an adequate insurance policy to protect itself against the liabilities imposed by Clauses i and ii above and it is recommended that third party insurance be for a sum of not less than £5,000,000.

General

1. The Council operates a no smoking policy, and it is a criminal offence to smoke in any public building, which includes any changing accommodations. Failing to comply, the Council will have no alternative but to withdraw the agreement immediately and will affect any future applications for the hire of any recreation grounds or playing fields for the next season.
2. The copy of this agreement must be signed and returned before the due date on this document to Parks and Greenspace, Booking Section, Flint Street, Huddersfield HD1 6LG.
PLEASE NOTE: The booking Application/Agreement will not be accepted for the season if this document is not returned by date on this document.
3. It is important for all clubs who hire the use of any of the council's facilities to read the **Sports Charter on Race Equality (Score)** (on page 3) failing this can result in having the agreement withdrawn with the club and it will affect any future applications for hire of the any use of the facilities for the next season.
4. All galas/events must be approved/booked at least 12 weeks prior to the event taking place with the council. There may be additional charges for these events and they are not covered by this agreement which covers the playing season only.

SPORTS CHARTER ON RACIAL EQUALITY (SCORE)

All Clubs/Organisations are, in addition to the Terms and Conditions of Lettings of Playing Fields, required to agree to the following whenever they hire Council-owned football facilities.

As a hirer of Council football facilities on behalf of the club/organisation, we commit the Club to the following:

1. The club/players/spectators to understand and be aware of their responsibilities in relation to the Kirklees Sports Charter on Racial Equality (SCORE) and to demonstrate a commitment to combating racism in sport by adhering to this Charter.
2. The club to act upon any instances, reported or otherwise, of racism, discrimination, harassment or abuse brought to the attention of the club, or any individuals associated with the club, and where appropriate, deal with it under the disciplinary procedures of the club.
3. Members of the club/organisation will not racially abuse other users of Council or privately owned facilities, be they team-mates, opponents, spectators or any other participants in sport at the facility.
4. To co-operate fully with any investigation by the Council and the appropriate Governing Body of Sport into any racial abuse, either verbal or physical which, is alleged to have occurred in or on Council or privately owned football facilities.

If any of the above conditions are not met, Kirklees Council may take action as follows:

1. Consider the outcome of any investigation by the appropriate National Governing Body of Sport and, if necessary, take further action.
2. Investigate any allegations/reports received by the Council of racial abuse, either verbal or physical, committed by users of Council sport facilities, and take appropriate action.
3. If, after investigation by the National Governing Body of Sport and/or the Council, allegations are proven to the satisfaction of the Council, then the Council may cancel any current booking by the club/organisation, or take other appropriate action, with immediate effect, without compensation, and refuse any future booking by what the Council reasonably presumes to be the same club/organisation.