



Ware Football Club  
Terms & Conditions of Astro Pitch Hire

**Overview**

- All charges and conditions apply to the Astro Pitch (AP) & Ware Football Club WFC.
- Bookings can be made from 9am – 10pm Monday to Sunday subject to availability.
- Special times and events can be catered for depending on availability of the pitch. These times and events are subject to consultation with the Ware Football Club.

**Concessions**

- Ware Football Club first team home fixtures will take priority over all bookings.

**Booking Conditions**

- All parties that wish to book use of the AP must complete the relevant documentation.
- All bookings are subject to confirmation and evidence of required documentation.
- Block bookings can be made throughout the year.
- Casual bookings can be made throughout the year and will be accepted if availability allows.
- Regular users will be offered first refusal of their AP slot or the forthcoming season. If relevant paperwork is not returned in time, they may lose their slots to another party.
- Any available AP slots will be booked on a first come, first served basis. Clubs may be put on a waiting list until availability of a slot is known.

**Cancellation/Change of Booking**

- Block Bookings – Our regular users are permitted 2 cancellations per block booking. If the hirer exceeds the number of cancellations permitted, the full charge will still be levied. This does not include any cancellations made by Ware Football Club (WFC).
- Casual Bookings – 48hours notice of cancellation must be given or the hirer will still be charged the full amount.
- If any changes in original booking occur, then you must inform WFC giving at least 9 days' notice.

## **Payment Methods**

- Block Bookings – Invoices will be raised regularly, usually on a monthly basis. Payment must be made by the time specified on the invoice which is normally one month in advance.
- One Off Special Events – An invoice will be sent separately and should be paid within the time specified on the invoice.
- Casual Booking – Payment must be made prior to the session starting at WFC or the invoice paid within the specified time.
- Payments can be made via bank transfer, cash or card.
- Any organisation that has any outstanding debt will have their booking terminated which may result in not being permitted further bookings in the future.
- Any discrepancies with invoices should be raised directly with WFC.

## **Astro Pitch (AP)**

All facility users must read and obey the Terms & Conditions within this document as stated below. Failure to do so may result in a revoke of all privileges and bookings.

## **Footwear**

All people entering the AP will only be allowed to wear the correct footwear which comprises of;

- Plastic Moulded Boots

**Trainers, Flat shoes, sliders, boots with metal studs or any type of blade are not permitted on the AP. Anyone found to be wearing or trying to enter the pitch with these will not be permitted to do so.**

## **Spot Checks**

During any hire period, there will be spot checks looking at footwear. Any people found to be wearing incorrect footwear will be asked to leave the facility and will have their name taken down by a member of staff. If the same person is found to be wearing the incorrect footwear on additional spot checks, they will be banned from using the facility for 2 months. **If a team fails in more than 2 spot checks per month, they may have their booking cancelled and fined £50.**

## **Food & Drink**

Only water is allowed on the pitch. No other food or drink is permitted including chewing gum.

## **Litter**

Any litter from teams must be removed when they vacate the pitch. WFC will be making regular checks. If your team regularly leave litter on the pitch, your booking may be reviewed.

**Goals**

All goals not being used must be placed in the correct storage area and cleared away at the end of each session.

**Parking**

Please park in the main WFC car park and not in the surrounding car park.

**Respect**

As a football club, WFC is working alongside the FA Respect Programme. Any person who is seen breaking their club code of conduct or showing threatening and/or abusive behaviour towards anyone else will be asked to leave the site and may face being banned from future events and games at WFC.

## **REGULATIONS FOR USE OF THE ASTRO PITCH**

### **NO**

- Metal Studs, blades or flat shoes
- Spectators on the AP
- Food on the AP
- Chewing Gum
- Spitting
- Smoking
- Alcohol
- Bikes
- Sharp Objects
- Animals allowed in the stadium or clubhouse, except guide dogs
- Foul or abusive language

### **Do Not**

- Climb on the goals, fences or netting
- Drag the meta goals at any time – use the wheels & brakes
- Wear dirty footwear

### **Please**

- Enter the stadium through the main entrance
- Make sure all rubbish is disposed of in the bins provided
- Put goals back to original position
- Show respect to WFC, the staff, our neighbours and fellow users
- Make sure change overs are prompt
- Obey the WFC code of conduct at all times

### **NO UNAUTHORISED USE**

## **Club Documentation**

It is WFC policy that all club users provide us evidence of the following documentation for their club;

- A copy of the club's insurance policy
- Name & Contact of the Clubs Child Welfare Officer (applies to clubs catering for under 18's)
- Evidence of up to date first aiders

All information will be held in strict confidence. Without evidence of this documentation, the clubs booking will be invalid and they will not be permitted to use the WFC facilities.

## **The Football Association Goalpost Safety Scheme**

To enable us to provide a fun, safe and secure environment for all our users, the following procedures have been put in place to prevent any injury or damage to the AP and its users.

- All goals can be moved using the wheel system, but must be secured before use – they are not to be dragged sideways.
- Any damage or faults to goals should be reported immediately to WFC.

**IT IS THE RESPONSIBILITY OF THE COACHES/MANAGERS/ADULT IN CHARGE TO MAKE SURE THAT GOALS ARE SAFELY SECURED BEFORE USE**

## **General Conditions of Hire**

### **1. Applications**

All applications for use of WFC must be made in writing. The applicant must state precisely the nature of the purpose for which the facilities are required. All applications and correspondence relating to a hiring must be made direct to WFC. WFC will not hold itself responsible for any mistake arising through non-compliance with the condition. WFC reserves to itself the right to call for further particulars respected on any proposed booking.

### **2. Limitations on Persons entering the WFC**

The hirer and all persons entering the premises by virtue of this agreement shall conform to the byelaws and statutory regulations in force at that time.

### **3. Responsibilities of Hirer**

The Hirer shall be responsible for the proper carrying out and observance of the Hire agreement and shall ensure the observance of any statutory regulation of requirement consequential upon them in accordance with this agreement. Where suitably qualified individuals deemed necessary to oversee an activity, WFC reserve the right to veto such nominated persons and if necessary employ WFC staff to undertake necessary duties at the full recharge to the Hirer.

### **4. Hiring to be at WFC discretion**

WFC shall have absolute discretion to refuse an application to hire the stadium.

### **5. WFC not to be used except for purpose granted**

WFC shall not be used for any purpose other than that stated in the application and should be used for no other purpose without consent of WFC, in writing, first being obtained. The granting or approval of any hiring has an implicit responsibility to comply with codes of conduct, non-statutory rules and other such general standards of good behaviour as maybe deemed appropriate.

**6. Smoking/Alcohol Consumption/Chewing Gum**

In the interests of health & hygiene – smoking, alcohol consumption and the chewing of gum are prohibited on the AP.

**7. Hirer not to assign or sub-let**

The Hirer shall not assign the right to use WFC or effect any form of subletting whatsoever.

**8. Bookings**

Bookings will only be accepted when suitable arrangements for payment have been made, usually in advance. Written confirmation of the acceptance of a booking is the only evidence of agreement.

**9. Access to WFC & Facilities**

Under no circumstances will access to the facilities be given until the whole of the fees have been paid and conditions complied with.

**10. Period of Hire**

The period of hire for any facility will include the relevant and appropriate time for setting up and dismantling equipment as necessary and associated with the booking. Setting up and dismantling time is chargeable at the full hire rate.

**11. Payment by Bank Transfer, Cash or Card**

WFC reserve the right to determine the manner and form of payment of hiring fees. The right to charge a supplement for Credit Card payment is retained.

**12. Hirer must be over 18years of age**

The person whose name is on the application must be over 18 years of age and will be deemed the Hirer.

**13. Cancelling or Postponing Engagements**

If the hiring is cancelled or postponed;

- More than three months before the end date of commencement of the hiring, the amount of deposit shall be returned but without prejudice to any claims WFC may have incurred as a result of the hiring agreement.
- Within one month of the date of commencement the hiring, the deposit shall be forfeited.
- Within 9 days of the commencement of hiring, the full amount of the hire charge shall be demanded and will be forfeited unless WFC decides otherwise.
- Block booking cancellations must be submitted at least 2 weeks in advance, in writing or the full hire charge for the month will be applied.

**14. Catering & the Sale of Goods**

WFC have the exclusive right to supply food, drink and any other re-saleable items or services at any function held in the stadium.

**15. Compliance with Conditions of Licences held by WFC**

The Hirer of any person under their control shall not cause any situation whereby any of the conditions of the Licences held by WFC covering the various uses of the stadium shall be infringed. The Hirer assumes responsibility for all persons gaining entry to the premises as a result of or during the period of booking where or not bona fide.

The Hirer shall pay particular attention to the terms of entertainment licence and fire certificate conditions and will not obstruct or permit the obstruction by person or property of any fire exit, gangway, passage, stairway or flight of steps either inside or outside WFC.

**16. Copyright**

WFC have an agreement with the Performing Rights Society (PRS) in respect of certain (but not all) music. A copy of the agreement can be inspected in the clubhouse. The hirer shall complete any returns that may be required to be submitted to the PRS as a result of the booking.

No music, song, play or other work may be performed or displayed for which copyright exists by the Hirer or any person in attendance as a result of the hiring without permission of the owner of said copyright. The hirer shall repay to WFC any monies that may, in their absolute discretion, pay to any person or body by way of payment for use or infringement of copyright. The hirer will indemnify WFC for all actions, costs, claims, demands and proceedings in respect thereof.

**17. Photographic Rights, Filming & Broadcasting**

WFC reserve the photographic rights of the premises unless otherwise agreed.

Filming and broadcasting from the premises will be permitted subject to approval in writing 14 days in advance of the hired time. If given, such permission shall be subject to any conditions the Chief Constable and the Chief Fire Officer may impose.

**18. Animals Not Permitted**

No dogs or other animals are allowed into WFC except guide dogs.

**19. Gambling**

No sweepstake, raffle or other form of lottery shall be promoted or conducted or held on the hired premises unless the hirer is in possession of the relevant licence of permit and has written authority from WFC.

**20. Rights of Entry & Exclusion**

WFC reserves to its duly authorised officer the right to enter the stadium at all times (including areas therein). WFC further reserve the right to exclude or have removed from the premises any person who has been properly assessed as undesirable or improperly in attendance within the said premises or in breach of the aforementioned conditions.

**21. WFC Disclaimer**

WFC will accept no responsibility whatsoever for any loss of or damage to property of the hirer, his/her servants, agents or employees including persons taking part in the activity or for any injury caused to such persons unless due to negligence of WFC, its servants, agents or employees.

**22. Indemnity by the Hirer**

The hirer shall indemnify WFC against any loss of or damage suffered by, or any claim against WFC from any breach of these conditions or actions by the Hirer, his/her servants, agents or employees. The hirer shall pay for the making good of any damage done (either within or outside the period hire) to the premises or any property rightfully stored, delivered, adjacent to or in the possession of a bona fide customer irrespective of the lawful owner of that property.

**23. Insurance Cover**

The hirer shall obtain a Policy of Insurance in respect of Public Liability. The hirer will produce the policy and evidence of payment of the current premium at any time required by WFC from 28 days prior to the commencement of hiring.

**24. Failure of Lighting, Heating etc**

No responsibility will be accepted or compensation paid by WFC in the event of loss or damage suffered by the hirer on account of failure of the lighting, heating or any other equipment of the accommodation.

**25. Complaint**

Any complaints arising out of the hiring of WFC must be made in writing to WFC within 24 hours of the occasion for such complaint.

**26. Reservation by WFC of Right to Cancel Hiring**

WFC reserve the right in their absolute discretion to cancel any hiring should they consider it necessary to do so by reason of any Royal Demise, public calamity, epidemic or destruction of or damage to the premises by fire or by reason of any other unavoidable cause. Where the hirer has booked WFC on a number of occasions, the breach by the hirer of any of these conditions on any one of those occasions shall entitle WFC to cancel the hiring for any subsequent occasion or occasions. WFC liability in the event of such cancellation shall be limited to the return of the hirer of any deposit of hiring fee paid by him/her. Bookings are taken subject to the premises not being taken subsequently for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, WFC will refund to the applicant all charges made by them and already paid. Either WFC or the council shall be liable to pay any compensation for any loss incurred by the applicant.

**27. Consent In Writing**

Whenever the consent of WFC in writing is required to be given in accordance with these conditions, such consent shall be deemed to be given in writing under the hand of WFC.

**28. Decorations & Display Banners**

No decorations, flags, emblems, banners or signs will be permitted to be displayed whether inside or outside WFC without previous consent of WFC in writing.

**29. Security**

WFC shall appoint a professional registered security company, to supervise any function that is required by WFC in compliance with the law. All costs for any such security will be paid by the hirer.



**30. Annoyance by noise or otherwise**

The hirer will ensure that users in attendance at the activity of the hiring do not create a nuisance of disturbance to other centre users and equally do not disturb the occupants of neighbouring properties or users of adjacent public open space.

**31. Clean & Tidy Condition**

The hirer will ensure that the premises are left in a condition appropriate to the use to which they have been put and that there is no undue or excessive rubbish, wear or damage.

**32. Health & Safety at Work Act**

The hirer must be aware of their obligations pursuant under the Health & Safety at Work (HASAW) Act 1974 and the subsequent regulations and recommendations.

These obligations include (not exclusively) Risk Assessment, RIDDOR and COSHH.

WFC reserve the right to inspect relevant documentation including Operating Procedures, Codes of Practice and Monitoring Records to ensure the hirer commitment to and compliance with Health & Safety.

Hirers are required to inform WFC prior to undertaking any activity that may compromise existing Codes of Practice.

**33. Breaches of Conditions**

Any duly authorised employee of WFC may enforce these conditions. The hirer will accept as final WFC decision on any matter requiring a decision hereunder and, on any matter, which is not specifically mentioned in this agreement and which concerns the management of the centre.

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Signed for & on behalf of  
Ware Football Club

Print Name

X

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Date

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X

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Signed for & on behalf of

Print Name

X

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Date