



GOOLE TOWN CRICKET CLUB

TERMS AND CONDITIONS OF HIRE OF SPORTS FIELD GOOLE TOWN CRICKET CLUB



This agreement constituting the Sports Field Booking Form these Terms is made between the Hirer and Goole Town Cricket Club. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1 Goole Town Cricket Club - means Westfield, Carr Lane, Goole, DN14 6NF
- 1.2 The Hirer – means the person or organisation as set out on the Sports Field Booking Form.
- 1.3 The Premises – means the Pavilion &/or Sports Field at Goole Town Cricket Club, Carr Lane, Goole, DN14 6NF as set out in the Sports Field Booking Form.
- 1.4 Total Amount Due – means the total amount that the Hirer is required to pay to Goole Town Cricket Club as set out on the Sports Field Booking Form.

2. Booking

- 2.1 The Hirer may submit the Sports Field Booking Form electronically however; the Hirer's booking will only be accepted upon receipt of a signed Sports Field Booking Form.

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Sports Field Booking Form and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.2 The Hirer will accept that the club will remain available to club members during the period of hire and exclusivity cannot be given to the Hirer.
- 3.3 The Hirer will comply with all applicable laws, regulations and codes of practice when carrying out the Activities or using the Premises including those in relation to health and safety and safeguarding of children and vulnerable adults;
- 3.4 We may refuse admission to a person or insist that a person leaves the Premises if we believe (acting reasonably) that such person is a security or safety threat to the Premises or others, or their behaviour is otherwise unacceptable.

4. Public Safety Compliance

- 4.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

5. Electrical Appliance Safety

- 5.1 The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance with current safety testing requirements.

6. Football Boots

- 6.1 No Football Boots are allowed to be worn except when outside of the building.

7. Animals

- 7.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the prior written consent of Goole Town Cricket Club.



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8. General regulations

8.1 The Hirer shall ensure that the following conditions are adhered to in full:

- No preparation may be applied to the floors.
- No interference with any equipment, books or any other materials.
- No interference with the heating system.

9. Nuisance

9.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to Goole Town Cricket Club or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and Goole Town Cricket Club. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival, during the hire and on departure.

10. Children

10.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Criminal Record Bureau checks.

10.2 Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006 Goole Town Cricket Club reserves that right to review child protection policies and procedures and to impose any additional requirement, they consider appropriate in connection with the hiring. If for any reason Goole Town Cricket Club are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid).

11. Unfit for Use

11.1 Goole Town Cricket Club may cancel any hiring if the Premises or any of the Goole Town Cricket Club building or Sports Field are rendered unfit or become unavailable due to unforeseen circumstances there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

12. Refusal & Cancellation of Booking

12.1 Goole Town Cricket Club may cancel any hiring if in its opinion the hiring of the Premises are deemed inappropriate or unsuitable regardless of the stated reason for hiring the building. In such event Goole Town Cricket Club shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by the Hirer in respect of such cancelled hiring.

12.2 Goole Town Cricket Club reserves the right to withdraw the use of the facility at any time if, in its opinion, it is unfit for use. i.e. inclement weather. Games cancelled due to the weather will be refunded in full.

12.3 The Hirer must give Goole Town Cricket Club at least 24 hours' notice of its wish to cancel the booking. If such notice is given to Goole Town Cricket Club the Total Amount Due shall be refunded to the Hirer. If 24 hours' notice is not given, then no refund will be due.

13. End of Hire

13.2 The Hirer shall ensure that the Premises are vacated at the time specified on the Sports Field Booking Form under 'End time'. In the event that the Hirer and his party have not vacated the Premises or any of the Goole Town Cricket Club building by the time stated Goole Town Cricket Club shall at its discretion make an additional charge.



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- 13.3 The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with Goole Town Cricket Club shall at its discretion make an additional charge & may cancel further bookings.
- 14. Payment and Total Amount Due**
- 14.1 The details of the Total Amount Due are set out on the Sports Field Booking Form.
- 14.2 The Hirer shall pay the Total Amount Due or any balance not less than 48 hours before the hiring is to take place. If the booking is made 48 hours or less before the Premises are required the Hirer shall pay the Total Amount Due immediately. Cheques should be made payable to 'Goole Town Cricket Club' and returned to the Secretary at the address on the booking form.
- 14.3 The Hirer will be liable for any costs incurred by the club due to actions by the Hirer or their guests. These costs will be made clear in writing to the Hirer within 7 days. The Hirer has 7 days to respond and settle the charge. If after 7 days the Hirer has not responded the Hirer will be charged automatically. If no Debit/Credit Card is available, the club will pursue the claim with the hirer and will take legal action, should the hirer not agree to settle the costs.
- 14.4 If payment is not made in accordance with clause 14 or if any other terms of this Agreement not complied with then Goole Town Cricket Club reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.
- 14.5 A Security Deposit will not be required; however, a credit/debit card may be required to reserve the dates that are required.
- 15. Insurance**
- 15.1 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify Goole Town Cricket Club from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of Goole Town Cricket Club or their respective servants or agents.
- 15.2 If applicable The Hirer shall maintain insurance during the term of this Agreement with a reputable insurer against all risks and liabilities which may arise under this Agreement or otherwise in connection with the Activities including public liability insurance cover for bodily injury and property damage arising in connection with this Agreement, including as a result of the acts or omissions of the Hirer and/or its employees, agents and sub-contractors for an insured amount of not less than £5 million for any one occurrence.
- 15.3 If applicable The Hirer shall provide evidence of such insurance and a receipt of the premium to us upon request.
- 16 Data Protection**
- 16.1 Personal data supplied on the Sports Field Booking Form will be held on computer and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by Goole Town Cricket Club.
- 17. General Terms**
- 17.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 17.2 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.
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