



# Devon County FA

## 'Football For All'

### COACH ROAD ATP BOOKINGS

### TERMS & CONDITIONS OF USE

#### General

1. The general opening hours of the Coach Road 3G ATP are;
  - A maximum of three nights out of Monday-Friday in any week: 09:00-21:45 with lighting and use ceasing at 19:00 on the other two nights;
  - Saturday and Sundays: 09.00-19.00; and,
  - Not at all on Bank Holidays.Use of the pitch and floodlighting system is not permitted outside these hours.
2. The Coach Road site is located in a sensitive residential area. Consequently, the hirer must ensure that all persons who visit the site pursuant to the hirer's booking adhere to the site Code of Conduct which, with its accompanying Disciplinary Process, applies to all players, spectators, parent and carers, coaches, team managers and club officials. Of particular importance are the provisions relating to foul or abusive language or behaviour and noticeable and intrusive [excessive and gratuitous] noise. The current version of the Code of Conduct is set out in the Appendix to these Terms & Conditions of Use.
3. Access to and from the pitch is only permitted through the designated entrance gate in operation at the time of the booking.
4. Access to the pavilion in the evening while training is taking place will be via the entrance inside the ground
5. Smoking is only permitted in designated areas of the DCFA site.
6. No scooters or bikes to be ridden within the facility unsupervised, mobility scooters are permitted
7. No alcohol is to be taken into the ground and consumed on site at any time unless supplied by the licensee.
8. No intoxicating liquor may be supplied at the facility, unless a request has been made to Devon FA at the time of application of hire. In such cases the bar will be under the control of the licensee whose decision on all matters relating to the licensing or sale of intoxicating liquor shall be final.
9. Alcohol bought onsite should be consumed in the designated area only.
10. The following items are not permitted on the pitch: chewing gum, food, glass, drinks (other than water).
11. No fireworks, flares, smoke bombs (pyrotechnics), knives, air guns etc.

#### Bookings and Cancellations

1. All applications for the hire of the facilities shall be made in writing on a facility booking form. The hirer must be over the age of 18 years.
2. Devon FA must receive a copy of this Agreement, signed by the hirer prior to any booking taking place.
3. All hirers must be in possession of a valid certificate of public liability which must be provided at the time of booking and upon renewal of hire.

4. All hirers with participants under the age of 18 or adults at risk i.e. disability team, must complete the Safeguarding Commitment Risk Assessment and Compliance forms prior to hire and upon renewal of hire.
5. Sub-letting of the pitch is not permitted, bookings are non-transferable.
6. Changing room accommodation is available as part of the booking.
7. The hirer shall only be permitted to use whistles as part of match play and not part of training.
8. The hirer is permitted to use only that area of the pitch which has been designated for their booking.
9. The event for which the facility is hired shall commence and end at the time stated on the Agreement.
10. Pitches and changing room accommodation must be vacated at the end of the booking time. Failure to do so will incur a supplementary charge being equivalent to one hours' booking fee for which the hirer will receive an invoice.
11. For all training bookings the floodlights shall be on 50% use.
12. Block Bookings
  - a. All block bookings for the season will be invoiced over two terms (August – December and January – April) unless advised otherwise by Devon FA. Fees must be paid in advance following the payments terms of the invoice.
  - b. Exclusion dates must be declared on the block booking form. If any sessions are subsequently cancelled and not listed as exclusion dates, charges will still apply.
  - c. Failure to pay by the set date will also affect hirers ability to be considered as a priority for the following season.
13. Casual or One-Off Bookings (Not block bookings)
  - a. Casual or one off bookings can be made at any time.
  - b. Payment for such bookings must be made in full either by cash, credit card or BACS at the time of booking.
  - c. If the event is more than one month away a deposit of 50% will be required to hold the booking with full payment due one week prior to the event. If full payment is not received by this time the booking will be released. Deposits are non-refundable.
  - d. Once a booking has been confirmed and the hirer subsequently wishes to cancel, a notice of cancellation must be given in writing.
  - e. The following cancellation fees shall apply:

Period	Fee
Less than 7 days notice	Full Fee Payable
More than 7 days notice	50% Fee Payable

14. The Devon FA will retain the right to cancel a booking should official FA events need to take place (e.g. Cup Final Matches, official courses/training etc.) In such circumstances Devon FA will endeavour to offer alternative arrangements or refund any monies paid in full.
15. A full refund of payments only applies in the event of cancellation by Devon FA, due to circumstances beyond our control.
16. All prices quoted are inclusive of VAT.
17. Violations of these Terms & Conditions may prejudice future hiring.

18. All block bookings of the facility will be for the term of the football season only (i.e August to April). Hirers will be invited to renew their booking of the facility for the following season dependent on if there has been any breach of the following Terms and Conditions. This will be at the discretion of Devon FA, whose decision will be final.

#### **Complaints Procedure**

1. All complaints should be made in writing to [customerservice@devonfa.com](mailto:customerservice@devonfa.com) .
2. All complaints will be acknowledged within 24 hours, or on the following working day should you contact us after 3pm on a Friday.
3. We will then respond within one week to inform you of our outcome and the steps taken to resolve your complaint
4. All complaints will be recorded centrally by the Facility Manger and this record can be viewed by the Local Authority on request.

#### **Health and Safety**

1. Hirers must make themselves aware of all Emergency Procedures, and are responsible for all medical emergencies. All hirers must provide their own first aid kit; it is the responsibility of hirers to provide First Aid cover.
2. A defibrillator for use in emergencies is available to hirers. The hirer must inform Devon FA of such instances where the defibrillator is used or of other such emergencies that have occurred within the facility.
3. ONLY MOULDED STUDED FOOTWEAR MAY BE WORN ON THE PITCH. NO FLAT SOLE SHOES or METAL STUDS OR BLADES ARE PERMITTED (please see additional guidelines regarding prohibited footwear).
4. Footwear must be clean and in good condition.
5. Players without the correct footwear will be refused admission to the pitch.  
Please Note: Club officials, coaches, assistants etc. should not be allowed on the pitch unless they are also wearing the correct footwear.
6. Devon FA will not be responsible for any loss of property, injury to person or any other claim sustained as a result of hire.
7. The hirer shall indemnify the Devon FA against any damage to or loss of property, or injury to persons, however caused as a result of the hire.

#### **Hirers Responsibility**

1. The hirer must ensure that access to and from the pitch is only permitted through the designated entrance gate in operation at the time of the booking.
2. No children under the age of 16 years should be allowed on the site unless accompanied by an adult.  
Please Note: Parents are responsible for the behavior of their children whilst they are within the ground as spectators.
3. It is the hirer's responsibility to check the playing surface and goals before commencement of play for objects or defects that may be deemed to cause injury to participants.
4. The hirer shall ensure that ALL participants on the pitch, including club and match officials, guests or visitors (e.g. away team matches) strictly adhere to the regulations contained within this agreement.

5. The hirer will be responsible for any willful or negligent damage caused to the facility by their own members, or the members of the club against whom they are playing. The hirer shall repay to the Devon FA on demand the cost of making good any damage.
6. The hirer will be responsible for any damage to, or loss, theft or removal of property, articles or things placed or left in the facilities by hirers or other persons.
7. The hirer is required to check footwear at the beginning of each booking and to confirm in writing at least once a month that footwear for each user has been checked and complies with these requirements.
8. The hirer shall remove, before termination of the hire period, all property belonging to him/her and all litter which may have accumulated as a result of their hire. Devon FA shall be entitled to remove and clear the same, the cost thereof shall be a debt due from the hirer to Devon FA.
9. The hirer shall forthwith comply with all instructions given by Devon FA or any other duly authorised officer, or agent, of the Devon FA and shall allow them full and unrestricted access to the facility at all times during the period of hire.
10. The hirer shall allow entry to the facility by police, fire, ambulance or other licensed officers on duty during the period of hire.
11. Contractors, hirers, etc. who are providing a catering service, shall not be permitted to sell goods of the range that are sold within the ground. Devon FA reserves the right to reject the employment of a particular caterer/supplier. Devon FA reserves the right to provide its own catering or appoint a specific caterer.
12. Nothing should be brought into the facility which, in the opinion of Devon FA, is likely to cause damage to the facility or its users (i.e. fireworks, flares, smoke bombs (pyrotechnics), knives, air guns etc).
13. No advertising matter of any sort shall be displayed inside or outside of the facility, unless agreed in advance with Devon FA for that purpose.
14. The hirer shall make arrangements with Devon FA in respect of any other matter not provided for in these terms and conditions, at least seven days before the date of hiring.
15. Safeguarding is at all times the responsibility of the hirer. All clubs affiliated to the FA must adhere to the FA Safeguarding Regulations and Requirements. The relevant level of CRC/DBS check must be held by all adults supervising children under 18 years of age. The hirer may be subject to a Safeguarding Validation visit by Devon FA, whilst hiring the facility.
16. The facility will not be for the sole use of the hirer (unless agreed in advance).
17. If there shall be any breach of these conditions or if the hirer shall fail to comply with any instructions given by Devon FA or other duly authorised officer the hirer and their assistants or helpers may be excluded from the facility until they comply with such instructions, but without relieving him of any obligations to Devon FA.

I agree to abide by the Terms & Conditions of Use and any such amendments that may be made by DCFA			
NAME OF CLUB/ORGANISATION			
Signed by SECRETARY/ORGANISER		PRINT NAME	DATE

If you are filling out this form electronically please mark this box to confirm.