

**HEREFORDSHIRE FOOTBALL ASSOCIATION**

**FACILITY HIRE AGREEMENT**

**(PITCH/MEETING ROOMS)**

**BETWEEN:**

**(1) HEREFORDSHIRE FOOTBALL ASSOCIATION LIMITED**

of The County Ground Offices, Widemarsh Common, Hereford, Herefordshire, HR4 9NA (company number 03686946)

**(the ‘HFA’)**

***and***

**(2)**

**(‘You’ or ‘User’)**

**(together ‘the Parties’)**

**Terms and Conditions**

# Agreement Overview

This Contract Agreement (CA or agreement) sets out the terms and conditions for Your hire of the 3G pitch and/or meeting rooms at the County Ground Offices, Widemarsh Common, Hereford for the activities set out in Appendix 2.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties.

The terms and conditions attached at Appendix 1 form part of this Agreement.

1. **Goals and Objectives**

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to ensure safe hire by You and also to ensure that all necessary statutory and regulatory obligations are complied with including without limitation those related to safeguarding.

The **goal** of this Agreement is to ensure the Parties understand what is required to deliver the purpose set out above.

The **objectives** of this Agreement are to:

* + Provide clear reference to service ownership, accountability, roles and/or responsibilities
  + Present a clear, concise and measurable description of service provision to You
  + Match service perceptions of expected service provision with actual service support and delivery

1. **Parties**

The following will represent the primary contacts for this Agreement:

HFA: Alan Darfi, CEO, alan.darfi@herefordshriefa.com

You: INSERT DETAILS

# Periodic Review

This Agreement is valid from 01.08.23 and will continue until terminated by either party subject to the terms of this agreement.

The **HFA** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the Parties. The HFA will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

1. **Service Agreement**

The following detailed service parameters are the responsibility of the Parties in the ongoing support of this Agreement.

**5.1 User Requirements**

**User** responsibilities and/or requirements in support of this Agreement must include:

* Ensuring and monitoring adherence to HFA pitch rules (including boot use)
* Ensuring and monitoring adherence to FA Rules and Regulations
* Ensuring compliance with all safeguarding obligations.
* Providing own first aid kit & administering any first aid when needed.
* Respect Codes of Conducts are adhered to by players and spectators where applicable.
* Ensuring any rubbish is put in the bins provided
* Ensuring the changing rooms are left in a clean and tidy state (where applicable)

**5.2 HFA Requirements**

**HFA** responsibilities and/or requirements in support of this Agreement include:

* Safeguarding policies and reporting procedures are provided
* Providing a safe and clean facility
* Providing toilet facilities
* Match officials know who and how to report any concerns.

1. **Safeguarding Children/Adults at Risk:**

You will be responsible for having a safeguarding policy in place (where there are U18 players or Adults at Risk) or will follow The HFA’s safeguarding policy. A copy of your safeguarding policy (if applicable) **must** be sent to Kim Clay, DSO (safeguarding@herefordshirefa.com) **prior to the event/activity.**

HFA will provide a venue and safeguarding risk assessment and expect adherence to the information contained in the documentation.

It is the HFA’s expectation that all volunteers will at all times act in the best interests of children and young people under the age of 18 and Adults at Risk in accordance with the safeguarding policy and Procedures. The welfare of children, young people and Adults at Risk must always be paramount.

You must at all times:

* Act in the best interest of children, young people, Adults at Risk and be guided by the principle that the welfare of the child, young person and Adults at Risk is paramount in all decisions and actions taken;
* Accept that The HFA will deem you to be in a relationship of trust with under 18 participants that you are in contact with through the pitch hire. You should be aware of and understand the responsibility that this entails, by undertaking the relevant safeguarding education;
* Read and comply with The Safeguarding Policy and procedures;
* Complete recognised required safeguarding education or training;
* Act in a professional manner at all times when in contact with children and young people, whether face to face, via social media, phone or other electronic communications;
* Recognise the importance of confidentiality when working with children, young people, Adults at Risk, their families and their data;
* Promptly report any concerns about safeguarding or the protection of children, young people or Adults at Risk in football to HFA’s Safeguarding Team:
  + *Designated Safeguarding Officer (DSO): Kim Clay (safeguarding@herefordshirefa.com)*
  + ***Or Alternatively:***
  + *Deputy DSO: dan.chance@herefordshirefa.com*
  + *Senior Safeguarding Lead (SSL): alan.darfi@herefordshirefa.com*
  + *Deputy SSL: paul.cotton@herefordshirefa.com*
* If you believe a child, young person or Adult at Risk is at immediate risk or harm then contact the police or children’s services for advice then contact NSPCC on 0808 800 5000
* Be familiar with and use The HFA’s Whistleblowing policy if you suspect or believe that any safeguarding concerns have not been addressed properly.
* Act with integrity at all times; and seek advice from the Designated Safeguarding Officer or the Deputy Safeguarding Officer if you are unsure about any of the above or if you are unsure how to act in any given situation.
* Obtain and maintain an in-date DBS check if working in regulated activity.

You are required to ensure that anyone working in regulated activity with children, holds an in-date Enhanced DBS Check and is not on the children’s barred list - and has undertaken the appropriate safeguarding training.

By signing below, you are confirming that You are not knowingly employing or deploying anyone in regulated activity with children who is barred from such activity.

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Name** | **I can confirm that I am not knowingly employing or deploying anyone in regulated activity with children who is barred from such activity** (Please sign below) | **Date of Signature** |
| **……………** | **……………** | **……………** | **……………** |

You are required to provide details of a named Safeguarding Lead for You and provide the relevant contact details.

1. **Liability and indemnity**

7.1 HFA shall under no circumstances be liable to You (whether for negligence, breach of contract, misrepresentation or otherwise) for any loss arising out of the actions of You through the provision of services

7.2 Notwithstanding anything else contained in this Agreement, HFA shall under no circumstances be liable to You (whether for negligence, breach of contract, misrepresentation or otherwise) for loss of profits, goodwill, business opportunity or anticipated savings or for indirect or consequential loss whether in any such case howsoever arising.

7.3 HFA has public liability insurance in place.

7.4 Nothing in this Agreement shall exclude or restrict either Party's liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from negligence or for any other liability which cannot be limited or excluded by law.

7.5 You shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, HFA and its affiliates, and their respective officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including without limitation legal expenses) and costs resulting from, arising out of, related to or in connection with (i) the pitch hire; or (ii) any breach by You of any of the provisions of this Agreement.

1. **Data Protection**

8.1 The data provided by You to the HFA may be used by The HFA to perform its obligations pursuant to this Agreement, for administration, recording and monitoring purposes, for marketing purposes and for any other purposes that the HFA considers reasonable.

8.2 You warrant that You will duly observe all Your obligations under the General Data Protection Regulations and any legislation and/or regulations implementing them or made in pursuance of them which arise in connection with the performance of this Agreement.

1. **Signatures**

For and on behalf of HFA:

Signature **……………** Name **……………**

For and on behalf of the User

Signature ................................................ Name ................................................

**APPENDIX 1 – HIRE TERMS AND CONDITIONS**

**HEREFORDSHIRE FOOTBALL ASSOCIATION - CONDITIONS OF FACILITIES HIRE**

1. No responsibility will be accepted by the Herefordshire FA for loss or damage to personal property.
2. The hirer shall indemnify the Herefordshire FA against any loss, claims or damage in respect of death or personal injury, or loss of, damage to, property arising out of hire, by the hirer of the facilities. Hirers must ensure that they are covered by an appropriate Insurance Policy to cover their event.
3. The Herefordshire FA will retain the right to cancel a booking should Herefordshire FA events need to take place (e.g. Cup Final matches, official courses/training etc). In such circumstances Herefordshire FA will endeavour to offer alternative arrangements or refund any monies paid in full.
4. Ad Hoc or one-off bookings can be made at any time. Payment must be made in full prior to the activity taking place.
5. Sub-letting is forbidden.
6. For cancellation of an arrangement to hire the premises, the following applies:

|  |  |
| --- | --- |
| **Ad Hoc Bookings (Periods less than 3 Months)** | **Block Bookings (3 Months at a time)** |
| Notification over 7 days of hire will incur No Charge. | Notification over 4 weeks of hire will incur No Charge. |
| Notification within 3 to 7 days of hire will incur a 50% charge. | Notification within 3 to 4 weeks of hire will incur a 50% charge. |
| Notification within 2 to 3 days of hire will incur a 75% charge. | Notification within 2 to 3 weeks of hire will incur a 75% charge. |
| Notification less than 2 days of hire will incur a full charge. | Notification less than 2 weeks of hire will incur a full charge. |

1. The hirer will also be responsible for the proper and safe conduct of the activity, the supervision and conduct of all persons using the facilities and the provision of an appropriate number of qualified coaches/volunteers (i.e. First Aid/Safeguarding).

1. No apparatus other than fixed equipment (i.e. dug outs) or large portable equipment (e.g. 11v11, 9v9 and 7v7 net posts, etc.) will be available for use. All other equipment must be provided by the hirers unless specifically arranged. The hirer shall bear the cost of replacement or repair if there shall be any loss of or damage to fittings, fixtures, equipment or any other property belonging to the Herefordshire FA.
2. Any damage caused by the hirer is to be brought to the attention of the Duty Caretaker enabling the continued provision of fully functional equipment is maintained.
3. The hirer is responsible for ensuring that after a letting the Artificial Grass Pitch (AGP) and/or premises (including for the avoidance of doubt changing rooms where applicable) are left in a clean and proper condition. This includes any equipment used being return to its correct storage area and rubbish being placed in the bins provided.
4. All persons using the AGP **must wear the appropriate footwear.** Further guidance is provided within our ‘AGP - Details of Appropriate Footwear’ document located on our Facilities webpage. Any damage caused or cleaning required, as a result of wearing the incorrect footwear, will be billed to the hirer.
5. The Hire of the AGP for matches does not include the use of the changing facilities unless additionally requested within the Booking Form. An additional charge may be raised for the use of the Changing Rooms.
6. The hirer shall ensure that all participants on the AGP, including Club and Match Officials, guests or visitors (e.g. visiting teams etc) strictly adhere to the conditions contained within this agreement.
7. The Herefordshire FA kitchen facilities may only be used by special arrangement.
8. Individuals wishing to use the designated parking area for the duration of the hire bring their vehicle(s) to the Herefordshire FA facilities at their own risk.
9. In all circumstances, all access points and walkways in and around the facility must always be kept clear and unobstructed.
10. The times of hire are those at which access to the facilities commence and by which it must be cleared and be available for the next hirer.
11. No photographs shall be taken inside the facility without the express authority of Herefordshire FA. No recording apparatus shall be taken into the facility except by prior approval in writing form Herefordshire FA.
12. The safeguarding of children is always the responsibility of the hirer. All Clubs affiliated to the Herefordshire FA must adhere to the FA Safeguarding Regulations and Requirements. The relevant level of CRC/DBS check must be held be all adults supervising children under 18 years of age. The hirer may be subject to a Safeguarding Validation Visit by Herefordshire FA, whilst hiring the facility.
13. Smoking and the consumption of alcohol is NOT PERMITTED in any part of the Herefordshire FA AGP facility. No dogs (except Assistance Dogs) are permitted within the facility.
14. All Herefordshire FA Staff/Board Members have the right to free access to the premises at any time to ensure that the Conditions of Hire are being observed.
15. A Defibrillator Machine is located in the HFA reception
16. On hearing the Fire alarm, participants are to vacate the AGP area quickly and assemble at the Lads Club Car Park where you will be met by the Duty Caretaker.
17. In case of emergency please contact:

The Herefordshire FA Offices: Monday – Friday: 08:00hrs – 16:00hrs Tel: (01432) 342179

Pitch Attendant Monday – Friday: 16:00hrs – 22:00hrs On Site

Pitch Attendant Saturday– Sunday: 08:00hrs – 22:00hrs On Site

Please be aware that CCTV will be in operation 24 hours a day.

Appendix 2 – Details of Hire

**Your activity:**

Details of activity to be carried out:………………………………………………………………………………………..

……………………………………………………………………………… ………………………………………………..

…………………………………………………………………………………………………………………………………

How many people will be taking part? **Adult** ……..……. **Youth** …………….

If youth please confirm: age ranges …………………………………

staffing ratios: …………………………………

Will there be any adults at risk?: ……………………………………………………….

Is changing accommodation required? \***Yes/No (**If yes, **MALE/FEMALE/BOTH** (please circle))

Are spectators expected? **\*Yes/No** (If yes, how many ……….)

**Facility Required:**  (**Please tick for requested requirements)**

Artificial Grass Pitch: Training Event - Full Pitch: ….. ½ Pitch: ….. ¼ Pitch: ……

Match Event - 11v11: ….. 9v9: ….. 7v7: …… 5v5: ……

Herefordshire FA Meeting Room1 (seats 25): …**…**…….

Herefordshire FA Meeting Room 2 (seats 8) ……………..

**Date(s) required: …………………………………………………………………………………………………………………..**

**…………………………………………………………………………………………………………………………………………**

**(If Block Booking: Day:………………From:………………... To: ………………………. inclusive)**

**Time required: from: ……………………….. to: ……………………………….**