

# **GREEN LANE PLAYING FIELDS**

**TERMS & CONDITIONS OF HIRE**

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**FACILITY HIRE REQUEST FORM**



**FOR ALL**

# FACILITY HIRE AGREEMENT



Please read this information carefully.

## Definitions and Interpretation

- Wiltshire Football Association Limited is hereinafter referred to as 'the Company.'
- Green Lane Playing Fields facilities include the 3G artificial pitch, grass football pitches, floodlights, changing rooms, toilets, outdoor spectator facilities, car parks, meeting rooms to be hired and/or used by the Customer. Hereinafter referred to as 'the Facilities' unless otherwise specified.
- The organisation, Club or individual hiring the Facilities and services is hereinafter referred to as 'the Customer'.
- 'Premises' means all areas within the boundary of Wiltshire FA's Headquarters at Green Lane Playing Fields, Green Lane, Devizes, SN10 5EP

## Terms of Payment

- The fees for use of the Facilities and services will be provided to the Customer at the time of booking confirmation.
- The fees may be altered thereafter by the company to take account of any change in the cost of providing the Facilities and services between time of booking and the use of the facilities and services.
- Fees will be invoiced and must be paid in advance of using the Facilities.
- VAT at the appropriate rate will be added to all fees where required by HM Revenue & Customs.
- The Customer remains liable for payment of any fee for use of the Facilities if, for any reason beyond the control of the Company, the Customer does not make use the Facilities.
- In the case of a Customer that is an unincorporated association (e.g. a Club), the individual requesting the hire agrees to remain personally and severally liable for unpaid fees arising from the period of hire, notwithstanding that he/she may be acting as agent for the unincorporated association.

## Cancellation of Booking

- Once a period of hire has been accepted and confirmed the cancellation policy is as follows. Written notice of cancellation must be provided to the Company.

### 3G and Grass Pitch Hire

- Cancellations made 15 days or more in advance of the booking date, will receive a 75% refund.
- Cancellations made 8-14 days in advance of the booking date will receive a 50% refund.
- Cancellations made 4-7 days in advance of the booking date will receive a 25% refund.
- Cancellations made 0-3 days in advance of the booking date will not receive a refund.

### Function Room and Meeting Room Hire

- Cancellations made 28 days or more in advance of the booking date, will receive a 100% refund.
- Cancellations made 7 days or more in advance of the booking date will receive a 50% refund.
- Cancellations made less than 7 days in advance of the booking date will not receive refund.

### Birthday Party Hire

- 50% non-refundable deposit is required at the time of booking.
- Full payment for the booking must be made within 14 days of deposit.
- Cancellations made 14 days or more in advance of the booking date will receive a 50% refund. *(The company will not refund the 50% deposit)*
- Cancellations made less than 14 days in advance of the booking will not receive a refund.

## Force majeure

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
  - (b) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - (c) any pandemic which affects the ability to safely operate;
  - (d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
- and

(e) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.

In the event of force majeure,

1. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
2. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
3. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
4. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
5. The contractor has no entitlement and the project company has no liability for:
  - (a) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
  - (b) any delay costs in any way incurred by the contractor due to an event of force majeure.

#### **Right of Hire & Liability Insurance**

- The Company reserves the right to decline any application for the hire of the Facilities.
- Repeat periods of hire cannot be guaranteed beyond the initial period of hire.
- The Customer must possess satisfactory Legal Liability Insurance policies that cover the period of hire.

#### **Care of the Premises**

- Smoking is not permitted on any part of the Premises.
- All breakages or damages howsoever caused must be reported to the Company on the day that it occurs, by email, telephone or in person. Failure to report any damage may result in future periods of hire being withdrawn or refused by the Company.
- The alteration, addition of fittings, signs, apparatus or decoration to any part of the Premises is not permitted without prior written consent of the Company.
- Pets (excluding Guide Dogs) must not be brought on to or kept on the Premises without the prior consent of the Company.

#### **Conditions of the Premises**

- Whilst the Company gives no guarantee as to the fitness, suitability or condition of the Facilities at the commencement of any period of hire, every reasonable effort will be made to ensure the facilities are fit for purpose.

#### **Time keeping**

- The exact period of hire will be stated in the Facility hire confirmation. This period includes time to set-up, remove or relocate any Customer or facility equipment used during the period of hire.
- The Customer must vacate the 3G pitch as soon as their period of hire period has ended.

#### **Damage or Loss**

- The hirer agrees to indemnify, and to keep the Company indemnified, against liabilities, loss, damage, expense, costs and claims by any person in respect of injury or loss or damage to property howsoever caused during the use of the Facilities by the hirer.
- The Company accepts no liability for the safety or security of any clothing, money, valuables or other property belonging to a Customer, nor any liability for damage or loss to such property.

#### **Sale of Goods**

- The Customer are not permitted to exhibit any advertisement or permit the sale or exchange of goods whilst on the Premises.

### **Food, Drink and Litter**

- No alcohol may be brought onto and consumed on the Premises.
- No food (including chewing gum) is permitted on the 3G artificial pitch at any time.
- It is the Customer's responsibility to ensure all litter, especially drinks containers, is removed from the 3G artificial pitch at the end of the period of hire and disposed of the litter bins provided.

### **Sub-letting**

- The Customer shall not sub-let any part of the Premises to a third party.

### **3G Artificial Pitch**

- It is the Customer's responsibility to ensure that correct footwear is worn on the 3G pitch. Only clean football boots with moulded and/or rubber studs are permitted. No blades or metal studs are permitted. Flat soled trainers are not permitted.
- Any individual observed wearing dirty (muddy) or inappropriate footwear will not be permitted to use 3G pitch and may be asked to leave the Premises.
- Spectators must not enter the 3G artificial pitch or dugouts. They must remain behind the perimeter railings at all times.

### **Site Equipment**

- It is the Customer's responsibility to ensure that all equipment (portable goals, corner flags etc) utilised during the period of hire are returned to their designated place at the end of the period of hire.
- When moving portable goals, Customers must ensure that at least two people manoeuvre them into position. Once relocated, the wheels must be rotated back to the lowered position for personal safety and to ensure that longevity of the pitch and equipment.
- Floodlights are controlled by Company employees who will decide when they are turned on and off.
- Floodlights automatically switch off automatically at the end of the final session each evening and no later than 9.55pm.
- To ensure personal safety, Customers must not climb on any fencing or equipment on the Premises and ensure any children under their control comply.
- Customers using the facility for match play will have priority access to changing facilities. All customers have access to toilets whilst hiring the Facilities. These facilities are closed by 10.15pm each evening.

### **Parking & Access**

- Vehicles and bicycles brought onto the Premises are left entirely at the owner's risk. The Company does not accept responsibility for any damage or theft that may occur whilst on the Premises.
- Customers must only park in the designated car parking spaces provided. Drivers of vehicles parked on yellow lines or in any hatched areas within the Premises may be asked to leave the Premises and refused entry in future.
- Customers do not have access to the Company's office building (upstairs) at any time unless the period of hire includes use of an upstairs conference room.
- Access to the 3G pitch is via the pitch perimeter gates. These must remain closed during the period of hire for health and safety reasons.
- Cyclists must dismount on entering the Premises and park their bicycle in the rack provided.

### **Compliance with Regulations**

- Failure by the Customer to comply with any of the terms and conditions of hire, whether intentionally or not may be deemed by the Company to be reasonable cause for the cancellation of any future periods of hire.

### **Health & Safety**

- The Customer will be responsible for the activities that take place. The Customer is responsible for ensuring the facility to be used is suitable for the activity, safe for use by the group, and that all equipment meets the standards in force at the time of the event. The Customer must check the facility and the equipment prior to use – any defective equipment is not to be used and must be reported to the Company.

### **Accidents**

- In the event of an accident occurring on the Premises, it is the Customer's responsibility to report it to the Company at the first opportunity.
- Accident procedure information can be found on the notice board inside the changing room block.
- A First Aid kit cabinet is available at the reception area.
- A defibrillator is installed

## **Fire**

- Fire information and procedure information can be found on the notice board inside the changing room block.
- The Emergency services must be contacted as soon as possible. The address for the Premises is: Wiltshire FA, Green Lane Playing Fields, Green Lane, Devizes, SN10 5EP
- On hearing/seeing the fire alarm/beacon, Customers must exit the facility immediately and proceed to the designated assembly point via the signed escape route as quickly and safely as possible.
- It is the Customer's responsibility to undertake a headcount to ensure that their party is accounted for whilst waiting for the Emergency services to arrive.
- Under no circumstance should any person re-enter the Facilities until advised by the Emergency services.

## **Control & Safety**

- The Customer agrees that use the Facilities and equipment is at their own risk.
- The Customer also agrees that both they and their party shall take all reasonable care to ensure the health and safety of themselves and others on the Premises.

## **CCTV**

The Premises are covered by a 24-hour CCTV system to help prevent and detect crime and for public safety. It may be appropriate to disclose recorded images to law enforcement agencies where a crime needs to be investigated. The system is controlled by the Company and Devizes Town Council.

## **Privacy Policy**

Wiltshire Football Association Limited ("We") takes your privacy very seriously. Please read this Policy carefully to see how We will treat the personal information that you provide to us. We will take reasonable care to keep your personal information secure and to prevent any unauthorised access or unlawful use of it. We process all information in accordance with the applicable UK data protection legislation. We may change this Privacy Policy from time to time and the change will take effect once the revised Privacy Policy is available on our homepage. Please refer to this policy each time you submit your personal information.

## **Collection of personal information**

We may ask you to provide information which include, but are not limited to, your name, postal address, date of birth, gender, telephone numbers, email address or Football Association Number (FAN). The information that you are asked to provide will vary depending on the reason for the collection. In some instances, the provision of certain information will be mandatory.

## **How we will use your information**

We will use your personal information for such purposes as:

1. verifying your identity, where required;
2. managing and administering county football;
3. managing and administering disciplinary actions;
4. responding to enquiries;
5. sending information to you;
6. sending marketing information to you in accordance with the provisions set out below.

We, The FA, other Affiliated Associations and selected third parties (such as our commercial partners) would like to send you marketing information by e-mail, or SMS. We will only do this if you have indicated that you are happy to receive such information when you submit your details to us.

We may also send you marketing information by post. If you do not wish to receive this marketing information, or if you wish to opt out of future email or SMS marketing, please write to the Data Protection Officer at the address below.

We may disclose information about you to third parties. If you do not wish your information to be disclosed to third parties, please write to the Chief Executive Officer at the address below.

We may aggregate the information you send to us with other data (so that you cannot be identified from that data) and use that aggregated data for administrative purposes and/or share it with other people. In particular we may provide such aggregated data to The FA for statistical analysis where such analysis will identify the demand for football in certain areas, trends for participation in the game and allow The FA to direct its resources to those areas of the game which are in most need such as facilities and football development.

## **Sharing information**

From time to time We may be asked to collect personal information on behalf of The FA and to provide such personal information to The FA for internal research purposes, in which case you agree that any personal information we hold about you may be passed on The FA subject to the terms of this Privacy Policy.

## **Website Links**

Our website ([www.WiltshireFA.com](http://www.WiltshireFA.com)) may contain links to other sites. Please be aware that We are not responsible for the privacy practices of these sites and users to be aware when they leave the Site of the need to read the privacy statements applicable on such sites. This privacy policy applies solely to information collected on this Site.

## **Your right to access the information**

You have the right to access the information that We hold about you. In order to do so please make a written application to the Data Protection Officer, at the address provided below. We may require you to provide verification of your identity to provide a copy of the information that We hold. Please note that in certain circumstances We may withhold access to your information where we have the right to do so under current data protection legislation.

## **Updating your information**

In the event that there is a change to your personal information, for example your contact details, please let us know of this by writing to the Facilities Manager, at the address provided below so that we can keep your information up to date and accurate.

## **Contact us**

If you have any queries about this Privacy Policy, wish to stop direct marketing or you wish to access or update your information please write to the Chief Executive Officer, Wiltshire County FA, Green Lane Playing Fields, Green Lane, Devizes, SN10 5EP

## **Safeguarding Children**

- The Customer agrees and confirms that anyone employed or deployed on their behalf, working in regulated activity with children, holds an in-date Enhanced DBS check with a check of the children's barred list and has undertaken the appropriate safeguarding and training.
- The Customer also agrees and confirms that they are not knowingly employing or deploying anyone in regulated activity with children who is barred from such activity.
- The Customer shall ensure that there is a responsible adult present and able to supervise children at all times during the period of hire.
- A safeguarding risk assessment has been carried out and a plan is in place.

## **Safeguarding Code of Conduct**

The Company takes its role as a provider / facility provider of football for under 18s very seriously. Their well-being is paramount in all decisions taken by us. It is our expectation that the Customer will at all times act in the best interests of children and young people under the age of 18 and in accordance with The FA's Safeguarding Children Policy and Procedures. The welfare of children and young people must always be paramount.

This includes an expectation that the Customer will -:

- Act in the best interest of Children and Young people and be guided by the principle that the Welfare of the Child or Young person is paramount in all decisions and actions taken;
- Undertake any Safeguarding education or Training as requested by Wiltshire FA;
- Read and Comply with the FA's Safeguarding Policy and Wiltshire FA Safeguarding procedures;
- Obtain and Maintain an FA in date DBS check (less than three years since the issue) if working regulated activity;
- Act in an Appropriate way at all times when in contact with Children and Young people, their families and their data;
- Recognise the Importance of Confidentiality when working with Children, Young people; their families and their data;
- Promptly report any concerns about Safeguarding or the protection of Children or Young people in football to the Company's Designated Safeguarding Officer or the Senior Safeguarding lead or other nominated person(s) in their absence;
- Be familiar with and use the Whistle blowing policy if you suspect or believe that we have not addressed any Safeguarding concerns;

- Accept that by hiring the Facilities, Wiltshire FA may deem you to be in a relationship of trust with Under 18 participants that you are in contact with through your role. You should be aware of, and understand the responsibility that this entails, by undertaking the relevant Safeguarding education, as we deem appropriate;
- Act with Integrity at all times;
- Please seek advice from the Designated Safeguarding Officer or the Senior Safeguarding lead if you are unsure about any of the above or if you are unsure how to act in any given situation.

### **Company Points of Contact**

Facilities and services:

**Doug Imrie** - Centre Manager  
GreenLane@WiltshireFA.com

Safeguarding:

**Kelly Jones** - Designated Safeguarding Officer  
**Oliver Selfe** – Senior Safeguarding Lead  
Kelly.Jones@WiltshireFA.com or Safeguarding@WiltshireFA.com

I confirm that by signing this Agreement, I have read and fully understand and accept the Company's Terms and Condition of Hire, including the Privacy Policy and Safeguarding Code of Conduct.

**Electronic signature:**

**Print name:**

**For and on behalf of -  
name of organisation:**

**Date:**



## **Contact Details for Payment**

Name

Address

Postcode

Phone number

Email

Additional information or requests

## **Declaration**

I/We have read, understood and accept the terms and conditions of hire.

This information provided is correct to the best of my/our knowledge

Signed

Print Name

Date

Please send the completed booking form and terms and condition of hire agreement to Doug Imrie, Centre Manager via email - [GreenLane@WiltshireFA.com](mailto:GreenLane@WiltshireFA.com)