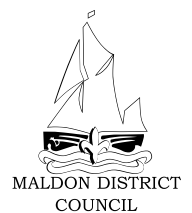


MALDON DISTRICT COUNCIL

CONDITIONS OF HIRE

**ARTIFICIAL SPORTS PITCH, MALDON
(OWNED AND OPERATED BY MALDON DISTRICT COUNCIL)**



ARTIFICIAL SPORTS PITCH, MALDON

1. Definitions

In these conditions the following shall mean and be interpreted as follows:-

- (a) The 'Authority' shall mean the Maldon District Council, Council Offices, Princes Road, Maldon, Essex CM9 5DL, Tel 01621 854477;
- (b) The 'Manager' shall mean the Sports and Leisure Officer of the Authority;
- (c) The 'Hirer' shall mean the person signing the application form and the organisation named on the application form. Any Hirer acting on behalf of an organisation must obtain prior permission to do so as in the event of cancellation/damage/infringement the named Hirer is personally responsible and liable for the hire of the premises.

2. Admission

The Authority reserves the right to refuse admission or to remove from the premises any person without stating the reason therefore. Also, if in the opinion of the Authority, the Hirer is not making full use of the hired facility, the right is reserved to re-allocate all unused parts thereof.

3. Charges

- (a) Charges for the use of facilities shall be fixed from time to time and the Authority reserves the right to vary them at any time unless otherwise agreed. An up to date copy of the Council's fees and charges can be found at the Council offices.
- (b) Unless otherwise agreed, invoices must be paid within 14 days of receipt.

4. Cancellations

- (a) By the Hirer - in the case of a cancellation of a booking, the Hirer shall pay to the Authority the following charges, dependent on the notification given in advance of the cancellation.
 - 1) 4 days or less - Full Charge
 - 2) More than 4 days but less than 28 days - 25% of full charge unless booking is transferred to an alternative date
 - 3) Greater than 28 days - Full refund
- (b) By the Authority - the Authority reserves the right to close or prohibit the use of any of its facilities at its discretion. All monies paid in respect of a cancelled booking in accordance with this cancellation will be refunded (without interest). However, the Authority will not be liable for any other compensation, expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.

Clubs entitled to VAT exemption will not lose this benefit if the cancellation is due to bad weather conditions. If the Hirer however cancels a booking, which results in there being more than 14 days between the previous and the next booking, then VAT exemption is stopped.

5. Photographs

No cameras or other photographic apparatus may be brought onto the Premises for commercial purposes without the written consent of the Manager.

6. Catering/Own Food and Drink

- (a) The Hirer shall comply with any arrangement entered into by the Authority for the supply of any form of food or drink (whether alcoholic or non-alcoholic) by Maddison Connection;
- (b) The Hirer shall comply with any requirement of Maddison Connection. whilst in the changing rooms or elsewhere on its premises;
- (c) The Hirer has no access to the grass pitches surrounding the Artificial Sports Pitch, unless Maddison Connection has granted permission.

7. Lost property

The Authority cannot be held responsible for any lost property. Anything found must be handed to the reception at the Maldon District Council Offices. This will be held for no longer than three months.

8. Children

The Hirer shall arrange for sufficient adult supervision for junior users of the facilities. All participants under the age of 16 are classed as juniors. Subsequently any user aged 16 years of age or more will be classed as an adult.

9. Smoking

The Hirer shall ensure that all designated non-smoking areas are complied with as identified.

10. Confirmation of Booking

The Authority will not confirm a booking until a booking form is returned and a full payment is made by debit/credit card or cheque (for up to three separate lets) or until an invoice is issued (for four or more lets).

11. Publicity

- (a) The Hirer shall not publish any material relating to the Pitch without prior written consent from the Authority and all publicity material must include the name of the Authority;
- (b) The Authority may, for any reason whatsoever, withhold permission for the use of publicity material;
- (d) The Authority requires advance details of all publicity materials at least 14 days prior to the hire of the premises.

12 Use of Facilities

Whilst using the pitch the Hirer shall ensure that:-

- (a) No chewing gum is brought within the Pitch area;**
- (b) Only special Astro turf/dimpled trainers are permitted;**
- (c) Nobody climbs the fences to retrieve 'lost' balls or for any other reason;**
- (d) There is no smoking within the Pitch area.**
- (e) All equipment moved during a hire period must be returned to its original place.**

*** Please note that any hirer found to be in breach of any of the above on 2 occasions risks the withdrawal of their booking with immediate effect.**

13 Use of Bar Facilities

Organisations may use the bar facilities subject to any rules imposed by Maddison Connection. Hirers must have the prior consent of Maddison Connection.

Mr A Drewer
Maddison Connection
Park Drive
Maldon
Essex CM9 5XX

Telephone number: 01621 853762