

MALDON DISTRICT COUNCIL

BOOKING POLICY

FOR

ARTIFICIAL SPORTS PITCH

MALDON

OWNED AND OPERATED BY MALDON DISTRICT COUNCIL

BOOKING POLICY FOR THE ARTIFICIAL SPORTS PITCH

1. Definitions

In this policy, the following shall mean and be interpreted as follows:

- The 'Authority' shall mean the Maldon District Council, Council Offices, Princes Road, Maldon, Essex, CM9 5DL, Tel. 01621 854477.
- The 'Manager' shall mean the Community & Leisure Services Manager of the Authority;
- The 'Pitch' shall mean the 'Artificial Sports Pitch' managed by the Manager on behalf of the Authority;
- The 'Hirer' shall mean the person signing the booking form and the organisation named on the booking 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 Pitch.

2. Block bookings

- Booking forms will be sent out to all existing Hirers of the Pitch in the last two weeks of June each year, requesting bookings for the period from September 1 that year, to 31 August the following year.
- Hirers will be asked to return the completed booking forms within 14 days of the date stamped on the top of the booking form.
- The Manager will date each booking form as it is returned and on a specific day no later than 21 July, bookings will be allocated to Hirers on a 'first come, first served basis'.
- Should the occasion arise, where two or more Hirers request the same time slot, the Manager will adopt the following criteria to allocate that time slot:-
 - (a) priority will be given to Hirers from the Maldon District;
 - (b) if two or more Hirers are from within the Maldon District or conversely are from outside the Maldon District, priority will be given to the Hirer who had that time slot booked the previous season;
 - (c) if none of the Hirers had that time slot booked the previous season, the let will be allocated to the Hirer making the most number of bookings for that particular time slot;
 - (d) if none of the above are applicable, the decision will be left to the discretion of the Manager
- Once the bookings are allocated the decision of the Manager is final.
- Bookings will be confirmed in writing to each Hirer by the end of July each year. Hirers will have seven days to contact the Manager to accept the lets offered to them.

3. Ad hoc bookings

- Bookings taken after August in any one year, for the period from September 1 that year, to 31 August the following year, will be dealt with by the Manager on a 'first come, first serve basis'.
- Should more than one Hirer request the same time slot on the same day, the allocation criteria, outlined under point 2 above, will be adopted.
- Once the bookings are allocated the decision of the Manager is final.

4. Charges

Charges for the use of the 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 fees and charges can be found at the Council Offices.

5. Invoicing of block bookings

Lets of the Pitch may be exempt from VAT if:-

- (a) There is a written agreement for the booking of a series of ten or more hires;
- (b) For the same sport of activity;
- (c) In the same place;
- (d) The interval between each hire is at least a day and not more than 14 days;
- (e) The Hirer must be a club of association.

- A standardised policy for invoicing block bookings of ten or more lets is outlined below:-

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| <ol style="list-style-type: none"> 1. A club or association making a series of ten or more lets will be required to pay the invoice in four instalments, so that all payments are received by the time of the final let. 2. When the invoice is raised, the dates by which the instalments need to be paid will be clearly set out. 3. The cancellation of bookings resulting in the gap between lets exceeding 14 days, or the number of lets being less than 10, will result in the total booking attracting VAT at the standard rate. The additional amount of money required to be paid because of this will added to the forth instalment or earlier as deemed necessary. |
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Non payment of instalments by the due dates, may result in the cancellation of the remainder of the let by the Manager.

6. Invoicing of ad hoc bookings.

- Any hirer wishing to make up to and including three separate hires only, will be invoiced and must pay the hire charges for all three lets in advance of the first let.
- Any Hirer making between four and ten lets, will be invoiced for all the lets and unless otherwise agreed, the invoice must be paid within 14 days of receipt.

7. Cancellations by the Hirer

Pre-paid lets

- If a pre-paid let is cancelled in advance by the Hirer, the following action will be taken by the Manager:
 - * less than 4 days notice given from the Hirer - no refund and no transfer booking;
 - * more than 4 days notice and less than 28 days notice - booking will be transferred to another suitable date at the time of cancellation;
 - * more than 28 days notice - full refund or transfer of booking to another suitable date at the time of cancellation.

Lets that are not pre-paid

- If a let, that has not been pre-paid, is cancelled in advance by the Hirer, the following action will be taken by the Manager:
 - * less than 4 days notice, the hirer will be invoiced for the full cost of the let;
 - * more than 4 days but less than 28 days, the hirer will be invoiced for 25% of the full charge, unless the booking can be transferred to an alternative date at the time of cancellation.
- Hirers should note that any cancellation that results in the gap between lets exceeding 14 days or the number of lets being less than ten, will result in the loss of VAT exemption on the whole series of bookings.

8. Cancellations by the Authority

- The Authority reserves the right to close or prohibit use of the Pitch at its discretion. All monies paid in respect of a cancelled booking 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.

NB If part of a let is not used by the Hirer for any reason, no refund will be given nor will the time that has not been used by the Hirer be transferred to another let, unless the Manager has been informed of this change more than 4 days in advance of the let.

MALDON DISTRICT COUNCIL

CONDITIONS OF HIRE

ARTIFICIAL SPORTS PITCH

MALDON

OWNED AND OPERATED BY MALDON DISTRICT COUNCIL

CONDITIONS OF HIRE

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 Community and Leisure Services Manager 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 therefor. 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/Bars/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 the Maldon Town Sports and Social Centre;
- (b) The Hirer shall comply with any requirement of the Maldon Town Sports and Social Centre whilst in the changing rooms or elsewhere on its premises;

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.

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.

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 agree to hire the facilities until the booking is confirmed.

11. Publicity

- (a) The Hirer shall not publish any material relating to the Artificial 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;
- (c) 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) No studs are used on the pitch - moulded boots or trainers only 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.

13 Use of Bar Facilities

Organisations may use the bar facilities provided by Maldon Town Sports and Social Centre subject to any rules imposed by the Centre.