



Testbourne Community and Leisure

3G PITCH TERMS AND CONDITIONS OF HIRE

1. An application for hire of the 3G pitch must be completed before use. The hire application should indicate booking times required. All setting up/clearing away time must be included within these times
2. The Hirer completing and signing the form is responsible for ensuring compliance with these conditions and that they are duly observed by all participants.
3. Sub-letting of pitches or facilities is not permitted and bookings are non-transferable
4. Pitches are maintained by Testbourne School on an annual maintenance contract
5. No additional marks shall be made to the sports pitch areas by the Hirer/users
6. The Hirer and appointed match officials are responsible for inspecting all pitches and goal posts hired before use. The Hirer will be deemed to have accepted that the pitches were in a good and safe condition, unless the Hirer has specifically and clearly brought any defects to the notice of a member of Testbourne School Site staff before the commencement of use
7. Testbourne School staff have the right to declare the pitch unplayable due to weather conditions prior to or on the day of official matches. In extreme low temperatures it is possible for surface water to freeze making the surface dangerous.
8. Testbourne School will provide goal posts, corner flags, nets and pitch markings for 1 x 11v11, 2 x 9v9, 2 x 7v7 and 4 x 5v5 pitches. The Hirer is responsible for inspecting posts/nets before use. Any equipment supplied by Testbourne School must be returned after each use.
9. Use of the pitch dividing net is permitted on request. The net is not to be used until guidance/training is provided by a member of Testbourne School site staff.
10. Floodlights are only to be operated by Testbourne School staff and are on a timer switch. Lights will turn off at 10pm each weekday evening and 6pm at weekends. An amenity light will come on for a further 10 minutes to ensure a safe exit route. Electrical installations shall not be moved, removed or interfered with in any way.
11. The Hirer must request use of the changing rooms on booking. Changing rooms and showers must be inspected and hirers should report unclean changing rooms or any damage to fixtures and fittings to site staff before use. Showers/sinks must not be used to wash or clean dirty footwear. Any damages and/or additional cleaning will be chargeable at cost and teams may be denied further bookings. Persistent or gross misuse of changing rooms or other facilities may result in sanctions being imposed.
12. Only plastic studded footwear should be used on the pitch as per TigerTurf Appropriate Footwear guidance see appendix 1. No trainers, blades, dimpled or flat soled shoes should be worn.
13. Valuables should not be left in the changing rooms or on the pitches. The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/participants or third parties engaged by it. The School accepts no responsibility for such items.
14. The Hirer shall have appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants), and/or loss of or damage to property, including the hired pitch, arising out of the hiring. The minimum limit for this

insurance cover is £5 million. Evidence of insurance must be produced before the hire period commences.

15. Testbourne School accepts no responsibility or liability for any damage or injury that may occur to:
- the Hirer
 - anyone using the facilities
 - any property of the Hirer or anyone using the facilities
 - any vehicle parked at the driver/owner's own risk

except where the accident, damage, injury or loss has been caused through the negligence or act of the Testbourne School, or a Testbourne School staff member in the course of their employment.

16. The Hirer must ensure that the contents of clause 15 are brought to the attention of everyone using the facilities. Anyone using the facilities will be deemed to do so at their own risk, waiving all rights (if any) to claims against Testbourne School in respect of any accident, damage injury or loss for which the School refutes any responsibility under clause 15.
17. The County Council has effected an insurance policy to assist non-commercial hirers who may not have any insurance (summary as supplied with Hire Agreement). The signing of the Application for Hire Agreement puts into force the insurance policy taken out by the County Council.
18. A Hirer wishing to book pitches for the purpose of organised league matches must obtain and produce proof of Public Liability insurance cover for at least £5,000,000.
19. The Hirer will be responsible for wilful or negligent damage caused to the pitch, equipment, building or fences or any other of the school's property by their own members, or the members of a club against whom they are playing.
20. The Hirer must not do or allow anything that causes a nuisance or annoyance, disturbance, inconvenience, injury or damage to the School, or other users of the School or neighbouring premises. All players and supporters must behave in a respectful manner towards other players, supporters, and other users of the School facilities. Offensive language/behaviour will not be tolerated as per the School's Acceptable Behaviour Policy. The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.
21. In accordance with item 20, a no 'whistle policy' and across length play only is enforced during Wessex league matches on the adjacent Longmeadow Sports pitch. Details of times and dates will be presented during the booking enquiry process..
22. Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.
23. The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from actions taken whilst on the premises.
24. A written copy of the School's emergency evacuation procedures will be issued to the Hirer with the Hire Agreement. Hirers should familiarise themselves with the fire evacuation procedures and communicate such procedures to those persons in attendance during the period of hire.
25. Car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in the Hire Agreement and NOT at any other times. Cars should be parked sensibly within the marked bays. Only cars displaying a blue badge may park in the designated disabled bays.

26. The Hirer shall consider parking implications for larger events and provide adequate marshals, particularly during start and finish of event to ensure a robust agreement for 'drop off' and 'pick up' arrangements.
27. The Hirer will ensure that volunteers, players and their families refrain from driving on to the grassed area next to the 3G pitch
28. Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.
29. All user groups that conduct activities involving children and young people under the age of 18 are required to adhere to the Testbourne School Safeguarding Policy at the time of hire. All user groups are required to commit to report any incidents or concerns to the Community Manager.
30. A minimum of two adults should supervise all activities with children, young people or vulnerable adults and be present throughout.
31. All hire charges must be paid within one month of invoice being issued. This invoice will be issued at the beginning of the month for all the hires that will take place the previous month.
32. The School reserves the right to invoice the Hirer for any charges arising from excessive clearing up time incurred as a result of the Hirer failing to leave the pitch in a reasonable condition, or for repair of the pitch/equipment damaged by the Hirer or resulting from the Hirer failing to vacate the premises by the time stipulated on the form.
33. The Hirer shall ensure that the Pitch/premises are vacated promptly at the end of the hire period.
34. For non-Partner clubs the hiring may be cancelled by the Hirer or the School provided that at least one month's notice is given.
35. All sessions are chargeable, regardless of attendance, unless a valid reason for cancellation is given at least one week prior to the session.
36. The School reserves the right to cancel any hiring in the event of unforeseen circumstances. The School will endeavour to provide two weeks' notice to the Hirer, should it be necessary to cancel or postpone a period of hire.
37. The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the pitches or part of them, become unusable for any reason.
38. Storage facilities are not provided at the School.
39. It is the Hirer's responsibility to make their own arrangements for first aid, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit.
40. No food or drink (except bottled water) is permitted in the 3G pitch enclosure. All litter must be removed from the pitch/site and disposed of responsibly or placed in litter bins provided.
41. Alcohol must not be consumed on the School premises and grounds except with the prior written permission of the School.

42. The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, smoking is not permitted anywhere on the School site.
43. No open fires or candles, chinese/sky lanterns shall be used on the School Premises without the express consent of the Community Manager.
44. Animals are not permitted to enter School or its grounds (except for service dogs) without the prior consent of the School. When permitted, dogs brought on site must be kept under control and on leads at all times and dog mess must be scooped and disposed of sensibly away from site. No dogs are permitted in the 3G pitch enclosure.
45. The School shall be entitled to terminate the Hire Agreement with immediate effect in the event of;
 - (i) A breach by the Hirer of any conditions in the Hire Agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School
 - (ii) The Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due
 - (iii) The Hirer has failed to disclose material information concerning the proposed hiring
46. The Head Teacher or his/her representative reserves the right to suspend or withdraw use of the School facilities by an individual group with immediate effect on the following grounds:
 - a) causing intentional damage to the school, its equipment or any personal belongings of other users
 - b) violent, threatening, intimidating, insulting or abusive behaviour to a member of staff or other users
 - c) theft of any property belonging to the School or other users
 - d) disruptive behaviour which is interfering with the activities of others
 - e) behaviour which puts at risk the health, safety or well-being of others
 - f) non-compliance with or breach of licensing laws
 - g) behaviour which is deemed to be offensive and/or results in complaints from users
 - h) racism, homophobia or discrimination of any kind
 - i) acts of terrorism or support of terrorist activity
 - j) use of drugs
 - k) refusal to follow reasonable directions from the Site Manager or other members of the School's staff
 - l) non-payment of school invoices
 - m) any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the Governing Body of the School whose decision will be final
45. Any complaint connected with the hiring or use of any facilities must be made in writing to the Community Manager within five working days of the problem being encountered. In the unlikely event the matter is not resolved with the Community Manager please request a copy of the Schools Complaints procedure and follow instructions.