

Terms and Conditions for Use of 3G AGP Reviewed 31st March 2019

Thank you for booking the Whaley Bridge Sports Association 3G pitch. Please ensure you read the following information. It is your responsibility to ensure every person playing in the booked period is made aware of this, and it is your responsibility to ensure that every person playing in your booked period complies with this.

Footwear:

Footwear must be absolutely clean.

Allowed - The preferred footwear is a boot with moulded rubber studs, but any screw in stud is fine as long as it is not metal or metal tipped. The studs should be less than 8mm long. AstroTurf trainers with dimples will do, but are not the best for the surface. Ordinary flat trainers are not ideal for the surface either and should not be used unless you are aged 11 or below. For a fuller description of why some footwear is allowed and some is not, see the SafePlay document on the whaleybridge.com website. You can injure yourself on any surface- read the SafePlay information , play safely and learn yourself how the surface plays in all weathers before playing competitively on it , in order to try to avoid injuries. If in doubt ask the person who booked the session.

Not Allowed - No blades on boots, or any metal tipped or metal studs should be used. The correct footwear is vital to protect the surface from damage. Occasional inspections of footwear will take place, and any users found with incorrect footwear must leave the surface and will not be refunded for the session.

Booking Information: To book, and for all booking enquiries, you must fill in the form at <http://www.whaleybridge.com/agp-3g-bookings/>. The latest booking calendar and booking instructions are found here as well as a copy of these terms and conditions. If you need to make telephone contact, please contact the Administrator on 01663 733068, during office hours (weekday mornings 9.00 to 12.30). The form is automatically emailed to the Administrator and other appropriate persons.

Charges: (All inclusive of floodlighting as necessary)

Current charges and peak/off peak times are listed on the website.

Payment: Payment, by Cash, Cheque or Electronic Payment (quoting invoice number as reference) is required on receipt of invoice and before confirmation of booking will be issued and playing can take place. Monthly Invoices will be issued for regular user block bookings.

Cheques should be made payable to Whaley Bridge Sports Association, marked on the back with name and Invoice number and be sent or delivered to The Mechanics Institute, Market St, Whaley Bridge, High Peak, Derbyshire, SK23 7AA.

Cash payments should be made at the Mechanics Institute – Town Council office during - office hours (weekday mornings 9.00 to 12.30)

Entry/Exit Code: This will be supplied to the booker alone when the booking is confirmed and must be kept secret. Using the code to gain entry at any time other than the officially booked time will be deemed as trespass and will be recorded on the 24 hour cctv. The code changes regularly and users will be notified. If the gates have not been unlocked and/or the floodlights do not come on please call the caretaker on 07724 090817.

Health and Safety: When the booking is confirmed, a Safe Play Sheet which must be strictly adhered to and a Sport England child safety safeguarding document will also be supplied.

Care of the surface: Please help us by ensuring above anything else, that you are using the correct footwear and that it is clean. If you can do a quick sweep of the MUGA surface to remove any organic matter- leaves, mud, stones, seeds or any other debris before playing, we would be really grateful. Contamination and incorrect footwear are the biggest problem for a 3G pitch. If you see a problem with the surface please let us know within 24 hours.

Please do not take drinks or food onto the surface.

Submission of a booking form by the hirer, or his or her agents, and acceptance of the booking by Whaley Bridge Sports Association or its agents, shall constitute a formal contract between the Hirer and Whaley Bridge Sports Association, and the conditions set out hereunder shall form an integral part of that agreement.

1) The Hirer is responsible for ensuring that all members of their group are aware of and abide by these terms and conditions.

2) The Hirer is held responsible for any damage caused to the facility while it is being used for that booking. The Hirer agrees to pay, on demand, the cost of repairing or making good any damage to the pitch or to the equipment arising from the booking.

3) Responsibility for insurance and liability for loss or damage to the equipment, surface and persons taking part in activities on the surface provided by the Whaley Bridge Sports Association rests entirely with the Hirer.

4) The Hirer must ensure their group arrives promptly and leaves promptly. The next team must not go on the pitch until the preceding team has finished. Booked times must be strictly adhered to.

5) There is no refund for any session booked which is subsequently not used (except where the pitch is closed through bad weather and unplayable). Outstanding payments will still be required.

5. There is no refund for any session booked that is subsequently not used unless:-

- 1 week's notice is given prior to cancellation of a single session (<10)
 - 1 month's notice is given prior to a block-booking (>10)
 - the pitch is closed through bad weather and is unplayable
 - the facility is unavailable through circumstances outside the control of the hirer.
- Otherwise outstanding payments will be still be required.

6) No food or drink or chewing gum on the playing surface.

7) There is to be no smoking on the pitch or the perimeter, the wastage is to be distinguished before putting in the bins provided.

8) The correct footwear **MUST** be worn. Individuals must leave the surface immediately, with no refund, if incorrect footwear is being used and they are asked to leave by any other User, Spectator, Whaley Bridge Sports Association representative or Whaley Bridge Sports Association Football Club member or official.

9) Children's groups must be supervised at all times at an adult/child ratio suitable for the requirements of the activity taking place and by at least one adult arranged by the hirer. This includes their arrival and departure and may therefore be outside the booked times.

10) Booked slots may not be passed on to another group or third party without the prior agreement of Whaley Bridge Sports Association.

11) Block bookings may only be made up to the end of March, except in the case of Whaley Bridge Football Club who have priority over advance block bookings.

12) Whaley Bridge Sports Association shall not be responsible for any damage or injury (including death) caused to or sustained by any property/person arising out of or in connection with the letting and the hirer will indemnify Whaley Bridge Sports Association against all expenses, costs, fees, damages, and losses arising out of or in connection with any claim arising from such loss, damage or injury (including death) unless such loss, damage or injury (including death) was caused by some fault or negligence on the part of Whaley Bridge Sports. Furthermore, Whaley Bridge Sports Association, accepts no responsibility for any claims, actions, demands, proceedings or costs arising out of any claims made against the Hirer by a third party, and the Hirer shall indemnify Whaley Bridge Sports Association against all such claims which may

be brought against Whaley Bridge Sports Association arising out of or incidental to the hire of the facilities and equipment.

13) Whaley Bridge Sports Association shall not be liable for any theft or damage to any vehicles parked in or around the car park next to the 3G pitch, or for any damage to vehicles which are accessing or exiting the car park.

14) Whaley Bridge Sports Association reserve the right to revoke or refuse bookings at any time without reason, and are under no obligation to accept a booking.

15) Late payment. Invoices are issued monthly for advanced bookings and block bookings, with payment required by return. In the case of late payment, Whaley Bridge Sports Association reserve the right to charge a £10/week late payment fee and the right to refuse or cancel existing or future bookings by the hirer. For casual bookings payment is required in advance of play.

16) The entry code must be kept secure. The hirer agrees not to pass on the code or to make use of the code to gain entry at any time other than the official time booked, unless by agreement with Whaley Bridge Sports Association. If the hirer or anyone in the hirers group is found to be using the code at any other time to gain entry, this will be deemed as trespass. Under these circumstances, Whaley Bridge Sports Association reserve the right to bar the hirer or any/all members of the hirers group from making any further bookings and to charge the hirer double the maximum hourly rate for each hour or part hour that may have been used in this way.

31/03/2019