



Huntingdon Town FC

Hunters Stadium
Jubilee Park
Kings Ripton Road
Huntingdon
PE28 2NR

Club Tel 07368 538399

USER AGREEMENT

It is essential that all sections of the application form are completed and that these terms and conditions of hire and indemnity clauses are read and signed.

This agreement is made by Huntingdon Town Football Club Ltd. (hereinafter referred to as HTFCLtd), on the one part and:

of _____

representing _____

(the "HIRER") of the other part whereby HTFCLtd agrees to the use by the Hirer of the facilities detailed on the attached schedule ("The PREMISES") on

between the hours of _____ and _____

for the purpose of _____

on the terms and conditions following:

- 1) The person whose name appears on this agreement must be over 19 years of age.
- 2) The Hirer shall pay the full proposed amount of the booking at the time of completing this Agreement.
- 3) If any part of the Facility is occupied in excess of the dispersal time the charge for this excess will be the current rate. The period of hire includes the use of the pitches, changing rooms, sports equipment and other facilities when appropriate and available.

- 4) **Cancellation.** If the **Hirer** wishes to cancel the booking before the date of the event and the HTFCLTD is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the HTFCLTD. In any event a reasonable administration fee will be deducted from any agreed refunds. The **HTFCLTD** reserves the right to cancel hiring by written notice to the Hirer in the event of:
- a. The HTFCLTD management reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - b. The premises becoming unfit for the use intended by the Hirer.
 - c. The grass pitches become unsuitable for use; or use of the grass pitches will result in ground damage beyond normal wear and tear.
 - d. An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of monies already paid, but the HTFCLTD shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 5) **End of Hire.** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the HTFCLTD shall be at liberty to make an additional charge. Changing Rooms should be swept utilising the brush, dustpan and bins provided. Clubroom/Boardroom users should put all tables and chairs away, Hoover the floor if required and to leave the facilities as they found it.
- 6) It is a condition that Clubs/Groups who use the facilities have their own insurance company which provides cover in respect of public liability. HTFCLTD accepts no liability for loss or injury whilst on the premises and all patrons enter at their own risk.
- 7) It is hereby agreed that the *Standard Conditions of Hire* together with any *Special Conditions of Hire* shall form part of the terms of this Hiring Agreement, unless specifically excluded by agreement in writing between the HTFCLTD and the Hirer. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Right of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
- 8) The Club/Group shall have any necessary license, permit, Child Protection Certificate or permission available for inspection on the premises by members of the HTFCLTD management and any authorised person throughout the period of hire. The Club/Group undertakes to indemnify HTFCLTD against the consequences of any activity undertaken without the Hirer being in possession of the relevant license, insurance certificate, permit or permission and against any contravention of any statute, bylaw or regulation governing any such activity. No Club/Group will be able to participate in any activity with children, unless they have all the relevant Child Protection procedures and policies in place.

- 9) If it is the intention to sell alcohol the Hirer will need to apply to District Council for a Temporary Event Notice (TEN) to be given for the event
- 10) The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 11) During the period of the hire the Club/Group shall be held responsible for all damages, losses, claims and costs arising out of the use of the Facilities and shall indemnify HTFCLTD from any claims arising from accidents, whether fatal or otherwise, any member of the public or to any employee or agent of HTFCLTD or any third party caused as a result of the hiring, except where due to the negligence of HTFCLTD , its servants or agents.
- 12) Any damage which is caused to the Facilities or equipment which arises from the hiring of the Facility, including the grass pitches, Changing Rooms, Store Rooms, Kitchen, Boardroom and Clubroom other than that arising from negligent act of omission of HTFCLTD or its staff, servants or agents, will be made good at the Club/Groups sole expense and shall be deemed to have undertaken to pay the cost of such reparation by providing your name on this hire agreement. Such extra sums as are due to HTFCLTD under this clause will be invoiced accordingly.
- 13) The Club/Group shall not apply any preparation or any adhesive materials to the floors, ceilings or walls of the Facility, or to any contents, fixtures or fittings thereof nor shall he/she use any mechanical fixings for the purpose of attaching any notices coverings, decorations or any other items to any part of the Facility or its contents, fixtures or fittings. No decorations are to be erected without the Clubs/Groups having obtained specific permission in advance from a member of HTFCLTD. Alterations to or extensions of lighting, power and heating systems are not allowed.
- 14) All Clubs/Groups will always wear appropriate footwear throughout the Facility. Football/Cricket boots should be removed before entering any part of the Changing Facility. No cleaning of boots in the showers.
- 15) Cars shall be parked only on authorised hard standing on the Playing field site and not on neighbouring roads. The Club/Group shall nominate 2 or 3 people to supervise the parking of cars and coaches in the Playing Field grounds in the event of an organised tournament. Please consider our neighbours when arriving and leaving. HTFCLTD will not accept liability for loss or damage of the property of any persons arising out of the use of its car parks.
- 16) The Club/Group accepts that any property, which is brought on to any part of the Playing Field site and buildings by the Club/Group is ay the sole risk of the Club/Group. HTFCLTD and its staff, servants or agents cannot be held responsible for the loss of personal possessions from any part of the site and buildings.
- 17) The Club/Group is responsible for the supervision of all persons attending the Facility for the purpose of the hiring whilst they are using the Facility or any part of the Playing Field site and for preserving good order. At any function to which members of the public are admitted, the Club/Groups shall provide an adequate number of stewards who shall be present during the matches, training, coaches and tournaments. No Spectators, including parents are allowed to access the Changing Room area, before, during or after a match. If any unauthorised person obtains access to the Facility, the

Club/Group will immediately ensure ejection of such persons from the Grounds and advise a representative of the HTFCLTD of the incident as soon as possible.

- 18) At any time during the period of hire, a representative of HTFCLTD shall, if s/he believes that good order is not being maintained, call upon the Hirer or his nominated representatives to restore order. If HTFCLTD representative believes that good order cannot be restored, s/he shall use all means, including the assistance of the police, to terminate the function and clear the Premises. In the event of an early closure caused by the breakdown of good order no part of the hire fee shall be refunded.
- 19) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. Exit signs and escape routes are illuminated by an automatic emergency lighting supply in the event of a mains failure. A fire extinguisher is positioned in the main entrance lobby but should only be used if safe to do so.
- 20) The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations
- 21) The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
- 22) The hirer shall ensure that:
 - a. Highly flammable substances are not brought into, or used in any part of the premises and that.
 - b. No internal decorations of combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the HTFCLTD. No decorations are to be put up near light fittings or heaters.
- 23) The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the HTFCLTD. Portable Liquefied Petroleum Gas (LPG) heating appliances shall not be used.
- 24) Fireworks and/or bonfires are strictly forbidden at private events. Barbecues are only permitted with express permission from the HTFCLTD after consultation as to the siting of the barbeque.
- 25) The Hirer shall ensure that in order to avoid disturbing neighbours and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.
- 26) Smoking is not permitted in any of the building. It is a condition of the hire that the Club/Group shall ensure that its members and guests comply with this rule at all times.

- 27) Club/Groups issued with keys for ease of use on a repetitive use of the Facilities, the key will be issued to a single representative of the Club/Group who will be held responsible. No duplication of the key will be undertaken to other representatives of the Club/Group or any other person or organisation.
- 28) The Hirer shall ensure that all team members and spectators are aware of these Terms and Conditions. Use of the pitches, changing rooms, sports equipment and/or other facilities will constitute acceptance of all conditions above by the Club/Groups.
- 29) Pitch Management
- a) To ensure the resting of pitches and/or efficient use of resources the HTFCLTD reserve the right to re-locate a hiring to an alternative pitch and/or location.
 - b) Advertisement banners can only be displayed at a site with written (provided via email) approval from a HTFCLTD representative. Unauthorised banners will be removed and destroyed.
- 30) The Hirer is responsible for providing any medical attention to team members, employees and invitees of the Hirer.
- 31) HTFCLTD representative and its contractors shall at all times during the period of hire have free ingress and egress to and from the facilities.
- 32) All Hirers must comply with the HTFCLTD equal opportunities policy wherein they do not exercise any discrimination on the grounds of race, nationality, colour, ethnic or national origin, age, sex, marital status, sexual orientation, religion, creed or disability.
- 33) All Hirers must respect all other user groups, the facilities, HTFCLTD and contractors, and operate within the HTFCLTD culture of providing a safe, secure, fun environment.
- 34) The person who has completed and signed the Booking Form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.
- a) For ad-hoc users the fee must be paid, in 'cleared funds', prior to use of the pitches, changing rooms, sports equipment and/or other facilities. Bank transfer is preferred.
 - b) For regular 10+ booking users, an invoice will be issued to the Hirer at the beginning of each quarter and payment will be due within seven days to comply with VAT exemption rules.
 - c) Hire is subject to VAT at the prevailing rate. Regular bookings will be invoiced monthly in arrears. Irregular bookings will be invoiced, and payment expected in advance.

We hope you will enjoy the facilities and your event is a success. If the Hirer encounters any problems on the day of hire then the HTFCLTD representative should be contacted

If you have any further queries, please do not hesitate to contact a member of the HTFCLTD.

Signed: _____

Date: _____

Print Name _____

On behalf of _____

Signed:  _____

Date: 14/7/23

Print name: Richard Maxwell (Chairman)

On behalf of: Huntingdon Town Football Club Ltd.