

## Environment

BCP Council, Hatchpond Road, Poole, BH17 7LQ

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## CONDITIONS OF HIRE OF FOOTBALL, CRICKET AND RUGBY PITCHES

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**If you have hired the pavilion as part of your booking and are unable to gain access in the unlikely event of the Sports Attendant being delayed, please telephone 0800 506050 to speak to the Duty Supervisor.**

### Bookings and cancellations

1. Allocation of pitches to any club, organisation or individual is not transferable (in whole or part) by anybody other than BCP Council.
2. Communication regarding the booking of facilities should be made by telephoning 01202 128886 between the hours of 09:30 and 17:00 Monday to Thursday and 09:30 and 16:30 on Friday, or by email via [pitchhire@bcpcouncil.gov.uk](mailto:pitchhire@bcpcouncil.gov.uk)
3. BCP Council reserves the right to vary any allocation of pitches, should circumstances make this necessary (by cancellation or otherwise and without compensation other than any refund payable according to these Conditions).
4. A Club may cancel a pitch booking and qualify for a full refund\*\* provided that for a weekend fixture, cancellation is notified to the offices by 12:00 on the Thursday before and for a weekday fixture at least 2 working days before the fixture by telephoning 01202 128886 or emailing [pitchhire@bcpcouncil.gov.uk](mailto:pitchhire@bcpcouncil.gov.uk).
5. A full refund\*\* will be given if a match is cancelled on the day due to bad weather and no play whatsoever has taken place, provided that notification is received by BCP Council in writing (or email) from a bona fide official of the club/league within 5 days of the cancelled fixture.
6. The decision whether or not to cancel a fixture as a result of bad weather will normally be made on the day of the fixture, following discussions between the referee/umpire, the Club and the Sports Attendant. BCP Council reserves the right to cancel any fixture where preparation of the ground has been impossible due to bad weather. Clubs will be informed as soon as possible if this decision has been taken and will not be charged for that fixture.

**\*\* Where advantage has been taken of the VAT exemption concession for a series of bookings, (see clause 3 in payments section below), a cancellation may be contrary to the concession conditions and as a consequence all bookings will then be taxable. A refund in the event of the unforeseen non-availability of the facility is the only circumstance that will not break the exemption conditions**

## Payments

1. Charges for the hire of pitches shall be determined by BCP Council and will be subject to an annual review.
2. Clubs will receive a Request for Payment at the end of each month for fixtures in that month. Payment must be made within 7 days. BACS payments are preferred. Payment can be made:
  - By BACS – bank account details and payment reference are listed on the Request for Payment
  - By phone (01202 12886), using debit/credit card
  - By cheque
3. Fees for the hire of pitches, in accordance with these terms and conditions, are subject to VAT. However, VAT-exempt fees will be charged to hirers who qualify for exemption under the VAT regulations issues by HM Revenue & Customs.
4. For one-off matches, payment plus VAT will be taken at the time of booking.

## General

1. BCP Council will not, under any circumstances, accept responsibility or liability for:
    - a. Any damage to or loss of property or articles placed or left on Council property as a result of the hiring.
    - b. Any accident or injury suffered by any participant or bystander using the facilities in the course of or arising from the hiring.
    - c. Any matches played on pitches, which have not been booked or paid for, (this may also render the clubs insurance invalid).
  2. All bookings are on condition that no litter, including orange peel and tape, will be left on fields after matches. Any teams not complying with this condition will be charged for the costs of its removal and disposal and may, if repeated, be refused future bookings.
  3. No items are to be stored in pavilions unless prior permission has been sought. If any items are left they will be removed and a charge may be levied to the Club for the removal of such items.
  4. Sports Attendants are provided during matches at the following venues:
    - Branksome Recreation Ground
    - Turlin Moor Recreation Ground
    - Broadstone Recreation Ground
    - Whitecliff Recreation Ground
    - Poole Park
- Abuse (physical or verbal), directed at a Sports Attendant will not be tolerated. Any users not complying with this condition of hire may be refused future bookings.

**The Sports Attendant carries out the following duties:**

- Unlocking and locking of pavilions and changing rooms.
- Removal of litter and dog faeces from playing surface before the game.
- Liaison between clubs and referees/umpires regarding cancellation of matches due to inclement weather.
- Cleaning of changing rooms following matches.
- Allowing access to emergency services if necessary.
- Provision of plastic goal hooks to support nets.
- Provision of sundry items for lavatories and washing facilities.
- Act as a point of contact.
- Sweeping of mud from pavilion entrances.
- Removal of any items discarded in the changing rooms.

**The Sports Attendant is NOT responsible for the following:**

- Carrying out work to the supplies of electricity, water, sewage etc.
  - Replacing light bulbs.
  - The structure of the building.
  - Removal of any external graffiti.
5. BCP Council will only be responsible for preparing and marking out pitches and for providing permanent goal posts and plastic net hooks. **GOAL NETS, TEMPORARY GOALS AND CORNER FLAGS ARE NOT PROVIDED.** Only plastic net hooks must be used to secure goal nets, as metal pegs are likely to damage grass cutting equipment. Clubs are requested not to use plastic tape to secure nets.
  6. At grounds where a Sports Attendant is not provided, hirers are responsible for the removal of litter and dog faeces prior to the commencement of the game. BCP Council will take no responsibility for damaged clothing or illness in these circumstances.
  7. League, Club or Organisations hiring a pitch from BCP Council shall not trespass on adjoining property for the purpose of retrieving balls or for any other reason. Should balls go onto adjoining private property, appropriate courteous contact should be made with the owner/occupier on completion of the game by approaching the owner/occupier by the front entrance to their property and requesting return of the ball.
  8. Damage to changing rooms/pavilions will be charged to the hirer in full. Damage will be notified to the hirer at the time or during the following week. Additional cleaning requirements over and above the usual requirement will be charged in full, as will the replenishment of the contents of the fire extinguishers if they are let off maliciously. At multi-use sites, if a Club or Organisation does not admit responsibility for such acts, the cost of repair, additional cleaning or replenishment will be apportioned to the Clubs or Organisations using the facility on that occasion.
  9. The Hirer shall indemnify the Council against all damage to the premises or to the property of BCP Council in or on the premises and all claims in respect of personal injury (including injury resulting in death) or loss of or damage to property arising out of the negligent use of the premises by the Hirer or anything done permitted or omitted in the course of or as a consequence of such negligent use. The hirer must use its reasonable endeavours to make the area safe for children and spectators during use and prevent abusive language and behaviour.