



3G All Weather Pitch Hire Terms and Conditions

Torquay Academy Sports Centre
Cricketfield Road, Torquay, Devon TQ2 7NU
T: 01803 317137

E: sportscentre@tqacademy.co.uk



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CONDITIONS OF HIRE (To be retained by hirer)

General Overview

Overview

- All charges and conditions apply to the 3G all-weather artificial turf pitch (ATP).
- Bookings can be made from 4.30pm to 9.00pm, Monday to Friday and 9.00am to 1.00pm Saturday and Sunday.
- Special times and events can be catered for, depending on availability of the pitch. These times and events are subject to consultation with the Sports Centre Manager.
- All bookings include use of changing and shower facilities.

Concessions

- Academy use of the ATP runs from 8.00am to 4.30pm.

Booking Conditions

- All parties that wish to book use of the ATP must complete the relevant documentation.
- All bookings are subject to confirmation and evidence of required documentation.
- Block Bookings can be made from March (for period 1st April to 31st August) and June (for period 1st September to 31st March)
- Casual bookings can be made throughout the year and will be accepted if availability allows.
- Booking time includes a period of at least 5 minutes before the end of each session to allow for equipment to be taken down and players to vacate the pitch, change over should be prompt.
- Regular users will be offered first refusal of their ATP slot for the forthcoming season. If relevant paperwork is not returned in time, they may lose their ATP slot to another organisation.
- Any available ATP slots will be booked on a first come, first served basis. Clubs may be put on a waiting list until availability of ATP slots is known.

Cancellation/Change of Booking

- Block Bookings – Our regular users are permitted 2 cancellations per block booking. If the hirer exceeds the number of cancellations permitted the full charge will still be levied. (This does not include any cancellations made by the Centre).
- Casual Bookings – 48hrs notice of cancellation must be given or the hirer will still be charged the full amount.

- If any changes in original booking occur then you **MUST** inform the Sports centre Manager giving at least 9 days notice.

Payment Methods

- Block Bookings – Invoices will be raised regularly. Payment must be made within 28 days.
- One off Special Events – Invoice will be sent separately and should be paid within 28 days.
- Casual Booking – Payment must be made prior to the session starting at the Sports Centre Reception.
- Payments can be made by Cash, Card or Cheque (Cheques payable to Torquay Community College)
- Any organisation that has any outstanding debt will have their booking terminated and it may result in being permitted from using the ATP in the future.
- Any initial discrepancies with invoices should be discussed with the Academy Bursar.

3rd Generation Astro Turf

All facility users must read and obey the Conditions of Hire and Regulations for use, as stated below. Failure to do this may result in a revoke of all privileges.

Footwear

Players will only be allowed to wear the correct footwear this comprises of:

- Trainers
- Plastic moulded boots

Boots with metal studs or **any type of blade are not allowed** on the 3G pitch and any player found wearing or trying to enter the pitch with these will be not be permitted to do so.

Spot Checks

During the September to March booking block there will be a minimum of three spot checks per club looking at player's footwear. Any player/s found to be wearing incorrect footwear will be asked to leave the facility and will have their name taken by a member of staff. If any player is found to be wearing the incorrect footwear an additional follow up spot check will take place, if the same player is still wearing the incorrect footwear they will be banned from using the facility for two months. **If a team fails in more than three spot checks they will have the booking cancelled and fined £50.**

Food and Drink

Only water is allowed on the 3G Pitch, No other food or drink will be permitted on the 3G pitch.

Litter

Any litter from teams must be removed when they vacate the 3G pitch. Sports Centre staff will be regularly checking the pitch for all litter and if your team leaves the facility untidy, your booking will be reviewed.

Goals

All goals not being used must be placed in the correct storage area before the game starts.

Parking

Please park in the main Academy car park, and not in the area around the Sports Centre, as this area is for Disabled Users and Emergency Services only.

RESPECT

As a School and Sports Centre, Torquay Academy is working alongside the new FA RESPECT Programme. Any person who is seen breaking their club Code of Conduct or showing threatening and/or abusive behaviour towards anyone else will be asked to leave the school site and may face being banned from future events and games at Torquay Academy.

3rd Generation Astro Turf

All facility users must read and obey the Conditions of Hire and Regulations for use, as stated below.

Failure to do this may result in a revoke of all privileges.

Torquay Academy 3G Pitch REGULATIONS FOR USE

No:

- Metal Studs or blades
- Spectators on playing surface
- Food on the playing surface
- Chewing gum
- Spitting
- Smoking
- Alcohol
- Bikes
- Sharp objects
- Animals allowed in the facility, except guide dogs for the blind.
- **Foul and Abusive Language**

Do Not:

- Climb on the goals, fences or netting
- Drag the metal goals at anytime, use the wheels
- Wear dirty footwear

Please:

- Enter the facility through the main Sports Hall entrance
- Make sure all rubbish is disposed of in the bins provided
- Put goals back to original position
- Use your own Samba goals if you so wish
- Show respect to the facility, the staff, our neighbours and fellow users
- Make sure change over's are prompt
- Obey the Torquay Academy 3G Users Code of Conduct at all times

NO UNAUTHORISED USE

Torquay Academy Development Centre

Club Documentation

As of April 2011 it became a centre policy that all club users provide us evidence of the following documentation for their club members.

- A signed copy of the Torquay Academy Booking Confirmation Form
- A copy of the clubs insurance policy
- Name and Contact of the clubs Child Welfare Officer (only applies to clubs catering for Under 18's)
- Evidence of up to date qualified First Aiders
- Devon FA Affiliation Number (only applies to football clubs).

All information will be held in strict confidence. Without evidence of this documentation, the clubs booking will be invalid and they will be not be permitted to use the ATP facility.

The Football Association Goalpost Safety Scheme

The scheme was set up to replace the estimated 15,000 sets of unsafe goalposts that were being used within grassroots football. As tragically during the past decade, nine children including Jack Sheerin, a seven year old from West Yorkshire, and Jonathan Smith, an eleven year old from Essex have been killed by falling and unsafe goalposts. Football should be fun, safe and enjoyable, whether you play in a park, at school or for a local club. That's why the Foundation and The FA are working with manufacturers and the British Standards Institution to set new standards in goalpost safety.

-The Football Foundation

To enable us to provide a fun, safe and secure environment for all of our ATP users, the following procedures have been put in place to prevent any injury or damage to the ATP and its users.

- All goals can be moved using the wheel system, but must be secured before use, they are not to be dragged sideways.
- Any damage or faults to goals should be reported immediately to the Sports Centre Manager.

**IT IS THE RESPONSIBILITY OF THE COACHES/MANAGERS/ADULT IN CHARGE
TO MAKE SURE THE GOALS ARE SAFELY SECURED BEFORE USE**

Health and Safety

Safeguarding Our Users

The message on Health and Safety from Torquay Academy is:
"Every child, young person (defined as any person under the age of 18) or adult, who plays or participates in sport, should be able to take part in an enjoyable and safe environment and be protected."

The following health and safety policies and procedures are in place to maintain high standards of safety at the Torquay Academy Sports Centre.

- An annual risk assessment is carried out on the entire ATP facility
- Daily checks on the ATP facility
- All incidents reported to Sports Centre Manager
- Weekly cleaning and maintenance schedule
- Child Protection Welfare Officer
- First Aid provision
- Incident Report form and system
- Telephone available in Sports Hall reception
- Player, Coaches, Spectator Code of Conducts
- Goalpost Safety Scheme.

GENERAL CONDITIONS OF HIRE

1. Applications.

All applications for the use of the Sports Centre and Fitness Suite and extra facilities must be made, in writing, on the appropriate form. The applicant must state precisely the nature of the purpose for which the facilities required. All applications and correspondence relating to a hiring must be made direct to the Sports Centre Manager. Torquay Academy (hereinafter the Academy Governors) will not hold itself responsible for any mistake arising through non-compliance with the condition. The Governors reserves to itself the right to call for further particulars respected on any proposed booking.

2 Limitations on Persons entering the Centre.

The hirer and all persons entering the premises by virtue of this agreement shall conform to the byelaws and statutory regulations in force at that time.

3. Responsibilities of Hirer.

The Hirer shall be responsible for the proper carrying out and observance of the Hire agreement and shall ensure the observance of any statutory regulation or requirement consequential upon them in accordance with this agreement. Where suitably qualified individuals are deemed necessary to oversee an activity the Academy Governors reserve the right to veto such nominated persons and if necessary employ Academy Staff to undertake necessary duties at full recharge to the Hirer.

4. Hiring to be at the Academy Governors discretion.

The Academy Governors shall have absolute discretion to refuse an application to hire the Centre.

5 Sports Centre not to be used except for purpose granted.

The Centre shall not be used for any purpose other than that stated in the application and should be used for no other purpose without the consent of the Academy Governors, in writing, first being obtained. The granting or approval of any hiring has an implicit responsibility to comply with codes of conduct, non statutory rules and other such general standards of good behaviour as maybe deemed appropriate.

6. Smoking/Alcohol Consumption/Chewing Gum.

In the interests of health, hygiene and sociability, smoking, alcohol consumption and the chewing of gum are prohibited throughout the Academy grounds and facilities.

7. Hirer not to assign or sub-let.

The hirer shall not assign the right to use the Centre or affect any form of sub-letting whatsoever.

8. Bookings.

Bookings will only be accepted when suitable arrangements for payment have been made. Payment will normally be in advance with special event and one-off bookings subject to a 25% deposit at the time of booking and payment 28 days in advance, with block bookings invoiced and payable quarterly in advance. Written confirmation of the acceptance of a booking is the only evidence of agreement.

9. Access to Sports Centre & Associated Facilities.

Under no circumstances will access to the facilities be given until the whole of the fees have been paid and conditions complied with.

10. Period of Hire.

The period of hire for any facility will include the relevant and appropriate time for setting up and dismantling equipment necessary and associated with the booking. Setting up and dismantling time is chargeable at the full hire rate.

11. Payment by cheque credit card or account.

The Academy Governors reserve the right to determine the manner and form of payment of the hiring fees. The right to charge a supplement for Credit Card payments is retained.

12. Hirer must be over 18.

The person whose name is on the application form must be over 18 years of age, and will be deemed to be the Hirer.

13. Cancelling or postponing engagements.

If the hiring is cancelled or postponed: -

- a. More than three months before the date of commencement of the hiring the amount of deposit shall be returned but without prejudice to any claims college governors may have incurred as a result of the hiring agreement.
- b. Within one month of the date of commencement of the hiring the deposit shall be forfeited.
- c. Within 9 days of the commencement of the hiring, the full amount of the hire charge shall be demanded and will be forfeited unless a college governor decides otherwise.
- d. Block booking cancellations must be submitted at least two weeks in advance, in writing, or the full hire charge maybe applied.

14. Catering and the sale of goods.

The Academy Governors have the exclusive right to supply food, drink and any other re-saleable items or services at any function held in the Centre. The hirer shall notify the Sports Centre Manager of their intentions and requirements in advance if an agreement to supply specialist products is required.

15. Compliance with conditions of Licences held by Torquay Community College.

The Hirer or any person under their control shall not cause any situation whereby any of the conditions of the Licences held by the college covering the various uses of the Centre shall be infringed. A copy of these conditions is open for inspection at the offices of the Sports Centre Manager during the normal hours of business, and the Hirer shall be deemed to have full knowledge of the contents thereof whether or not they have availed themselves of the opportunity of inspection.

The licenses impose site-specific conditions relating to Staffing, layouts and other statutory duties. The hirer assumes responsibility for all persons gaining entry to the premises as a result of or during the period of the booking whether or not bona fide.

The Hirer shall pay particular attention to the terms of the entertainment license and fire certificate conditions and will not obstruct or permit the obstruction by person or property of any fire exit, gangway, passage, stairway or flight of steps either inside or outside the Centre.

16. Copyright.

The Academy Governors have an agreement with the Performing Rights Society (PRS) in respect of certain (but not all) music. A copy of the agreement can be inspected in the Centre offices. The hirer shall complete any returns that maybe required to be submitted to the PRS as a result of the booking.

No music, song, play or other work maybe performed or displayed for which Copyright exists by the hirer or any person in attendance as a result of the hiring without the permission of the owner of said Copyright. The hirer shall repay to Academy Governors any monies that may, in their absolute discretion, pay to any person or body by way of payment for use or infringement of copyright. The hirer will indemnify Academy Governors for all actions, costs, claims, demands and proceedings in respect thereof.

17. Photographic rights, filming and broadcasting.

The Academy Governors reserve the photographic rights of the premises unless otherwise agreed. Filming and broadcasting from the premises will be permitted subject to approval in writing 14 days in advance of the hired time. If given, such permission shall be subject to any conditions the Chief Constable and the Chief Fire Officer may impose.

18. Animals not permitted.

No dogs or other animals are allowed into the Centre or on Academy grounds at any time.

19. Gambling.

No sweepstake, raffle or other form of lottery shall be promoted conducted or held on the hired premises unless the hirer is in possession of the relevant licence or permit.

20. Rights of entry and exclusion.

The Academy Governors reserves to its duly authorised officers the right to enter the Centre at all times (including areas therein). The Academy Governors further reserve the right to exclude or have removed from the premises any person who has been properly assessed as undesirable or improperly in attendance within the said premises or in breach of the aforementioned conditions.

21. The Academy Governors disclaimer.

The Academy Governors will accept no responsibility whatsoever for any loss of or damage to property of the hirer, his/her servants, agents or employees including persons taking part in the activity or for any injury caused to such persons unless due to the negligence of the Academy Governors, its servants, agents or employees.

22. Indemnity by the hirer.

The hirer shall indemnify the Academy Governors against any loss of or damage suffered by, or any claim against, the college governors from any breach of these conditions or actions by the Hirer, his/her servants, agents or employees. The hirer shall pay for the making good of any damage done (either within or outside the period of hire) to the premises or any property rightfully stored, delivered, adjacent to or in the possession of a bona fide customer irrespective of the lawful owner of that property.

- 23. Insurance cover.**
The Hirer shall obtain a Policy of Insurance in respect of Public Liability. The Hirer will produce the Policy and evidence of payment of the current premium at any time required by the Academy Governors from 28 days prior to commencement of the hiring.
- 24. Failure of lighting, heating etc.**
No responsibility will be accepted or compensation paid by the Academy Governors in the event of loss or damage suffered by the hirer on account of failure of the lighting, heating or any other equipment of the accommodation.
- 25. Complaint.**
Any complaints arising out of the hiring of the Centre etc. must be made in writing to the Sports Centre Manager within twenty-four hours of the occasion for such complaint.
- 26. Reservation by The Academy Governors of right to cancel hiring.**
The Academy Governors reserve the right in their absolute discretion to cancel any hiring should they consider it necessary to do so by reason of any Royal demise, public calamity, epidemic or destruction of or damage to the premises by fire or by reason of any other unavoidable cause. Where the Hirer has booked the Centre on a number of occasions the breach by the Hirer of any of these conditions on any one of those occasions shall entitle the Academy Governors to cancel the hiring for any subsequent occasion or occasions. The Academy Governors liability in the event of any such cancellation shall be limited to the return to the Hirer of any deposit or hiring fee paid by him/her. Bookings are taken subject to the premises not being taken subsequently for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Governors will refund to the applicant all charges made by them and already paid. Either the Governors or the Council shall be liable to pay any compensation for any loss incurred. By the applicant.
- 27. Consent in writing.**
Whenever the consent of the Academy Governors in writing is required to be given in accordance with these conditions, such consent shall be deemed to be given in writing under the hand of the Sports Centre Manager.
- 28. Decorations and display banners.**
No decorations, flags, emblems, banners or signs will be permitted to be displayed whether inside or outside the Centre without the previous consent of the Academy Governors in writing.
- 29. Security.**
The hirer shall appoint a professional company, registered to a local authority, to supervise any function as required by the college governors in compliance with the New Public Entertainment Licence.
- 30. Annoyance by noise or otherwise.**
The Hirer will ensure that users in attendance at the activity of the hiring do not create a nuisance or disturbance to other Centre users and equally do not disturb the occupants of neighbouring properties or users of adjacent public open space.
- 31. Clean and tidy condition.**
The Hirer will ensure that the premises are left in a condition appropriate to the use to which they have been put and that there is no undue or excessive rubbish, wear or damage.

32. Health and Safety at Work Act.

The Hirer must be aware of their obligations pursuant under the Health and Safety at Work (HASAW) Act 1974 and the subsequent regulations and recommendations. These obligations include (not exclusively) Risk Assessment, RIDDOR and COSHH. The Academy Governors reserve the right to inspect relevant documentation including Operating Procedures, Codes of Practice and Monitoring Records to ensure the Hirer's commitment to and compliance with Health and Safety.

Hirers are required to inform the Academy Governors prior to undertaking any activity that may compromise existing Codes of Practice.

33. Inspection of Accounts.

The Academy Governors reserves the right to require the Hirer to provide evidence of total income from the hiring, the amount of money sent to a named beneficiary charity (in the event of the activity being used for a charity benefit) and the method of disposal for the remainder of the proceeds.

34. Breaches of Conditions.

Any duly authorised employee of the Academy Governors may enforce these conditions. The hirer will accept as final the Academy Governors decision on any matter requiring a decision hereunder, and on any matter, which is not specifically mentioned in this agreement and which concerns the management of the Centre.

Torquay Academy 3G Hire Price List

3G PITCH	
Hourly Rate Unless Stated	
JUNIOR CLUB RATE	
THIRD OF PITCH	£18.00
HALF PITCH	£27.00
FULL PITCH	£48.00
STANDARD ADULT CLUB RATE	
THIRD OF PITCH	£24.00
HALF PITCH	£32.00
FULL PITCH	£60.00
ADULT FOOTBALL MATCH (FULL) WEEKENDS 2HR BOOKING	£58.00
STANDARD DAILY RATE (9.00 – 16.00)	
FULL PITCH	£120.00
FULL PITCH (+ SPORTS HALL AS BACK UP)	£140.00
GRASS PITCH	
Hourly Rate Per Pitch	
GRASS PITCH	£28.00
WHOLE GRASS AREA	£45.00