

### Clee Fields Terms of Use

### <u>General</u>

Clee Fields is operated and managed by YMCA Humber.

The general opening hours of Clee Fields are as follows:

- Monday to Friday 9am 10pm
- Saturday 9am 6pm
- Sunday 9am-5pm

The facility will open on bank holidays, except for Christmas day and Boxing day.

**Access** to and from the pitch is only permitted through the designated entrance gate in operation at the time of the booking.

Smoking and vaping are prohibited on site.

No scooters or bikes to be ridden within the facility. Bike racks are provided at the rear of the building.

No dogs (unless guide dogs).

No alcohol is to be taken into the ground and consumed on site at any time unless supplied by the licensee.

The following items are not permitted on the pitch: chewing gum, food, glass, drinks (other than water).

No vehicle other than maintenance equipment or emergency vehicles are permitted within the perimeter fence.

### Car Park Safety

Drivers are reminded to show due diligence whilst in the car park and in the interest of safety to other users walking to/from the ground. We would recommend drivers reverse into spaces to minimise/alleviate the risk of serious injury to a child/person.

### **Bookings and Cancellations**

All applications for the hire of the facilities shall be made in writing on a facility booking form. The hirer must be over the age of 18 years.

YMCA Humber must receive a copy of this Agreement, signed by the hirer prior to any booking taking place.

In order to qualify for community rates clubs must be affiliated to the Lincolnshire FA, be a charitable organisation or school

Sub-letting of the pitch is not permitted, bookings are non-transferable.

Changing room accommodation can be available as part of the booking, please enquire when booking for a match

The hirer is permitted to use only that area of the pitch which has been designated for their booking.

The event for which the facility is hired shall commence and end at the time stated on the Agreement.



Pitches and changing room accommodation must be vacated at the end of the booking time which falls one minute before the end of the hour. Failure to do so will incur a supplementary charge being equivalent to one hours' booking fee for which the hirer will receive an invoice.

#### **Block Bookings**

All block bookings for the season will be invoiced at the end of each month for annual agreements.

YMCA Humber will retain the right to cancel a booking should official FA events need to take place (e.g. Cup Final/County Matches, official courses/training etc.) In such circumstances YMCA Humber will endeavour to offer alternative arrangements or refund any monies paid in full.

Block bookings of under 10 sessions will be paid in advance following the payments terms of the invoice.

Exclusion dates must be declared on the block booking form. If any sessions are subsequently cancelled and not listed as exclusion dates, charges will still apply.

Failure to pay by the set date will also affect hirers ability to be considered as a priority for the following season.

#### **Casual or One-Off Bookings**

Casual or one-off bookings can be made at any time subject to pitch availability. These booking will be subject to VAT.

Payment for such bookings must be made in full either by debit/credit card or BACS at the time of booking.

If the event is more than one month away a deposit of 50% will be required to hold the booking with full payment due one week prior to the event. If full payment is not received by this time the booking will be released. Deposits are non-refundable.

Once a booking has been confirmed and the hirer subsequently wishes to cancel, a notice of cancellation must be given in writing.

The following cancellation fees shall apply:

Period	Fee
Less than 7 days notice	Full Fee Payable
More than 7 days notice	50% Fee Payable

YMCA Humber will retain the right to cancel a booking should official FA events need to take place (e.g. Cup Final/County Matches, official courses/training etc.) In such circumstances YMCA Humber will endeavour to offer alternative arrangements or refund any monies paid in full.

A full refund of payments only applies in the event of cancellation by YMCA Humber, due to circumstances beyond our control.



### VAT

VAT will be applied to all invoices unless -

The letting of Clee Fields is for a series of 10 or more lets to a club, school or association of clubs, or schools, and:

- Each let is in respect of the same activity at the same place,
- The interval between each let is not less than one day and not more than 14 days,
- Payment is made for the whole series whether or not each session is actually used, and this is evidenced by written agreement,
- The hirer has exclusive use of the facilities / specific pitch during each let, and
- The hirer is a school, club or association or organisation representing affiliated clubs or constituent

### Health and Safety

Hirers must make themselves aware of all Emergency Procedures and are responsible for all medical emergencies. All hirers must provide their own first aid kit; it is the responsibility of hirers to provide First Aid cover.

A defibrillator for use in emergencies is available to hirers. The hirer must inform YMCA Humber of such instances where the defibrillator is used or of other such emergencies that have occurred within the facility.

YMCA Humber will use CCTV to monitor the premises for security purposes.

### **Footwear**

### Only studded, bladed and moulded footwear may be worn on the pitch. No flat sole shoes including astro trainers.

Footwear must be clean and in good condition.

Players without the correct footwear will be refused admission to the pitch.

Please Note: Club officials, coaches, assistants etc. should not be allowed on the pitch unless they are also wearing the correct footwear.

The hirer is required to check footwear at the beginning of each session. (spot checks will be happening at various times).

A fine of  $\pm 20$  per person may be charged if any person steps onto the 3G pitch without the correct footwear.

### Loss and Injury

YMCA Humber will not be responsible for any loss of property, injury to person or any other claim sustained as a result of hire.

The hirer shall indemnify YMCA Humber against any damage to or loss of property, or injury to persons, however caused as a result of the hire.



### Hirers Responsibility

The hirer must ensure that access to and from the pitch is only permitted through the designated entrance gate in operation at the time of the booking.

No children under the age of 16 years should be allowed on the site unless accompanied by an adult.

Please Note: Parents are responsible for the behaviour of their children whilst they are within the ground as spectators.

All persons using the facilities shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the facility or YMCA Humber. All users shall comply with the instructions given by YMCA Humber Staff members.

It is the hirers responsibility to check the playing surface and goals before commencement of play for objects or defects that may be deemed to cause injury to participants.

The hirer shall ensure that ALL participants on the pitch, including club and match officials, guests or visitors (e.g. away team matches) strictly adhere to the regulations contained within this agreement.

The hirer will be responsible for any wilful or negligent damage caused to the facility by their own members, or the members of the club against whom they are playing. The hirer shall repay to YMCA Humber on demand the cost of making good any damage.

The hirer will be responsible for any damage to, or loss, theft or removal of property, articles or things placed or left in the facilities by hirers or other persons.

The hirer shall remove, before termination of the hire period, all property belonging to him/her and all litter which may have accumulated as a result of their hire. YMCA Humber shall be entitled to remove and clear the same, the cost thereof shall be a debt due from the hirer to YMCA Humber.

The hirer shall comply with all reasonable instructions given by YMCA Humber or any other duly authorised officer, or agent, of YMCA Humber and shall allow them full and unrestricted access to the facility at all times during the period of hire.

The hirer shall allow entry to the facility by police, fire, ambulance or other licensed officers on duty during the period of hire.

Nothing should be brought into the facility which, in the opinion of YMCA Humber, is likely to cause damage to the facility or its users (i.e. fireworks, flares, smoke bombs (pyrotechnics), knives, air guns etc.).

No advertising matter of any sort shall be displayed inside or outside of the facility, unless agreed in advance with YMCA Humber for that purpose.

The hirer shall make arrangements with YMCA Humber in respect of any other matter not provided for in these terms and conditions, at least seven days before the date of hiring.

Safeguarding is at all times the responsibility of the hirer. All clubs affiliated to the FA must adhere to the FA Safeguarding Regulations and Requirements. The relevant level of DBS check must be held by all adults supervising children under 18 years of age. The hirer may be subject to a Safeguarding



Validation visit by Lincolnshire FA, whilst hiring the facility. No person subject to a FA Safeguarding suspension may attend Clee Fields due to the likely contact with U18s.

If there shall be any breach of these conditions or if the hirer shall fail to comply with any instructions given by YMCA Humber or other duly authorised officer the hirer and their assistants or helpers may be excluded from the facility until they comply with such instructions, but without relieving him of any obligations to YMCA Humber.