



MELTON PARISH COUNCIL

REC(19)57.03

2018 – 2021 HIRE AGREEMENT

MELTON PLAYING FIELD MARKED FOOTBALL PITCHES & PAVILION

1. **The Owner** of the site and the facilities on the site is the Melton Parish Council (MPC)
2. **The Hirer** is Woodbridge Town Youths Football Club (WTYFC). This covers U16s and below. Should this body fail to exist during the hiring period the agreement will be deemed to become void and the **Owner** will be free to enter into new and/or separate hire agreements with any other body or bodies it may choose. This agreement is not transferable to any other party.
3. **Hiring period**
 - a) The periods of hire will be:
 - ~~i. Sunday 12 August 2018 to Sunday 5 May 2019 inclusive~~
 - ii. Sunday 11 August 2019 to Sunday 3 May 2020 inclusive
 - iii. Sunday 9 August 2020 to Sunday 2 May 2021 inclusive
 - b) Excluding the following days:
 - ~~i. Saturday 18 August 2018~~
 - ~~ii. Saturday 1 September 2018~~
 - ~~iii. Saturday 4 May 2019~~
 - ~~iv. Saturday 17 August 2019~~
 - ~~v. Saturday 7 September 2019~~
 - vi. Saturday 2 May 2020
 - vii. Saturday 15 August 2020
 - viii. Saturday 5 September 2020
 - ix. Saturday 1 May 2021
4. **Facilities to be hired by WTYFC**
 - a) Use of two 9 vs 9 marked football pitches, subject to acceptable ground conditions.
 - b) Use of the Pavilion by football teams during the period referred to in 3(a) but excluding the days in 3(b).
 - c) Use is confined to matches at weekends (Saturday and / or Sunday) only; no use on weekdays will be allowed and training during summer months (dates tbc) on Tuesdays to Thursdays 6pm-8pm only by not more than two teams.

- d) Two pitches may be used at any one time.

5. The Hiring Fee

- a) The Fee to be paid by the **Hirer** to the **Owner** for the hire of the facilities above will be Four Thousand Three Hundred & Twenty Pounds [£4,320.00] payable by 36 monthly instalments of One Hundred and Twenty Pounds [£120.00] commencing on 1st August 2018.
- b) The **Owner** reserves the right to impose interest charges at the bank base rate in the event of late receipt of the fee.

6. Use of the Football Pitches

- a) The use of the marked pitches is limited to a maximum of 2 football matches per day **played at weekends only** and the hiring fee will relate to this maximum.
- b) In order to protect the grass in the goal areas the goal posts and crossbars on the marked football pitch shall be taken down after each match. When not in use during football matches, the goal posts and crossbars must be kept secure off-site by the **Hirer** or otherwise securely fixed to the ground by the **Hirer** to the **Owner's** satisfaction using the securing post provided by the **Owner** in order to provide safe security and to prevent damage to users of the Field or Council owned assets through any inappropriate or improper use of the posts.
- c) The position of the marked football pitch shall be agreed by both parties prior to the periods stated in item 3(a). In the event of agreement not being reached, the **Owner** shall prescribe where the pitch is to be marked.
- d) The **Hirer** shall be responsible for marking out the pitch at the commencement of each hire period and maintaining it during the season.
- e) Football games should not be allowed to be played at times when the weather and/or conditions (e.g. ice or snow-covered or flooded pitch) would provide that it may prove unsafe to players, spectators or any other persons or may result in long-standing wear to the surface of the pitch.
- f) The **Hirer** shall be held responsible for any long-lasting or permanent damage to the football pitches in the course of using the facilities under this hire agreement and shall meet all necessary repair costs of the damage involved.
- g) Use of the football pitch for organised or informal games by any organisation other than those parties to this agreement or at times other than those permitted is not allowed without the permission of the **Owner**.
- h) The **Hirer** shall be held responsible for the removal of any litter from the field at the end of each hire session.

7. Use of Pavilion

- a) The Pavilion, subject to availability and if used, is to be kept in a clean and tidy state at all times, including the condition of all floors, changing areas and toilets. In the event of the interior of the Pavilion not being maintained in a condition satisfactory to the **Owner**, the **Owner** reserves the right to instruct a firm of professional cleaners and charge all costs connected with the cleaning of the interior to the **Hirer**.
- b) The **Hirer** shall be held responsible for any damage to the interior or exterior of the Pavilion or to any of its fittings in the course of using the facilities under this hire agreement and shall meet all necessary repair costs of the damage involved.

- c) The cost of the water and electricity supply to the Pavilion will be the responsibility of the **Owner**.
- d) The **Hirer** accepts that there are no shower, bathing facilities or hot water washing facilities in the Pavilion
- e) The **Owner** will not be responsible for any loss of valuables or any other items lost under this hiring agreement.
- f) Other than members of WTYFC, match officials and any visiting teams of players, the Hirer shall not allow any party or individuals to use the Pavilion without the written approval of the **Owner**.
- g) In the event that the Pavilion is not available due to refurbishment or rebuilding, then temporary storage facilities will be made available.

8. Reporting of faults, damage, accidents or incidents

- a) It shall be the responsibility of the **Hirer** to inform the **Owner** during normal office hours of any faults to the fittings and equipment in the Pavilion or any damage to the fabric of the Pavilion or of any matter that may give rise to accident or danger to persons using the facilities.
- b) It shall be the responsibility of the **Hirer** to inform the **Owner** during normal office hours of any faults or damage (other than normal wear and tear) to the playing surface of the pitch or of any matter that may give rise to accident or danger to persons using the facilities.
- c) The normal point of contact shall be the Parish Office on 01394 382224, ~~or when that is not staffed the Parish Clerk on 07949 840640~~. In the event of an emergency or problems arising on hiring dates then the point of contact shall be the Melton Village Handyperson on 07976 663489 or the **Owner's** designated councillor on 07703 205993.
- d) The **Hirer** shall provide its own First Aid equipment. A First Aid box is located within the pavilion but the **Hirer** must also make provision subject to its assessed needs.
- e) The **Hirer** shall record any accidents or incidents in an accident / incident book and a copy of the entry shall be provided to the **Owner**.

9. Responsibilities of the Owner

- a) The **Owner** shall respond to any reported faults and effect repairs as are considered necessary by the **Owner** as soon as possible. In the event of any potential danger to health or security of persons using the facility prior to the repairs being completed, the **Owner** reserves the right to close the appropriate facility until such time as those repairs have taken place.
- b) The **Owner** shall be responsible for the cutting of the grassed surface to the marked football pitch at the agreed intervals with the contractor employed for this purpose. The **Owner** shall make arrangements for the weed killing and fertilisation of the Playing Field, including the area of the marked pitch, as and when the **Owner** considers it necessary.
- c) The **Owner** shall also be responsible for taking action to deter any pests such as moles damaging the playing surfaces and for ensuring that any remedial works required to the surfaces are undertaken.
- d) In the event of the football pitches and pavilion not being available to the **Hirer** during the hiring period due to events (other than weather conditions) beyond the control of the **Owner** and **Hirer** (such as fire or similar disaster) the **Owner** will,

following application by the **Hirer**, consider refunding an appropriate amount of the hiring fee.

10. Insurance

- a) The **Hirer** shall effect public liability insurance cover to the sum of £10,000,000 (Ten Million Pounds) and shall provide the **Owner** with documentary evidence of such cover.
- b) The **Owner** will not be responsible for any accident or injury that may occur to any person using the hired facilities for whatever reason and the **Hirer** shall effect suitable insurance cover in this respect.
- c) The **Hirer** shall provide the **Owner** with a copy of its Safeguarding Policy together with a method statement setting out how that will be carried out in the context of this hire, and also how the risk assessment issues are being addressed.
- d) As an organisation hiring the playing field for youth sports, the **Hirer** must confirm that it has assessed the needs for Disclosure and Barring Service checks before signing the agreement.

11. General Conditions

- a) The conditions listed above can only be varied following written application by the **Hirer** and the written acceptance by the **Owner** to any suggested variance. Such variances may involve a change in the hiring fee.
- b) Regardless of any conditions stated in this agreement, the **Owner** reserves the right to take any action considered necessary to safeguard the security and welfare of any persons using the Field including the closing of the Main Gates at any time with no prior notice to any other party to prevent unauthorised access by any individual or party of individuals.
- c) Five sets of keys for access to the pavilion, pavilion store and field access gates have been provided by the **Owner** at the commencement of the previous hire. Should the **Hirer** require additional sets or require replacement sets, an additional charge of Seventy Five Pounds [£75.00] per set will be made. All sets of keys shall be returned to the **Owner** at the end of the hire period stated in 3(a).
- d) The **Hirer** shall fully indemnify the **Owner** against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the **Owner** as a result of any claim, accident or incident arising from this Agreement, subject to the **Owner** taking all reasonable steps to mitigate its loss.

Commented [CM1]: They only have 2 sets. Pointless cutting more if we rebuild the pavilion

12. Break Clause

This Agreement may be determined by either the **Owner** or the **Hirer** by giving notice to the other party in writing after the end of an annual letting period and prior to the commencement of the next letting period. Termination to take effect not less than three months after notice has been given.

Signed: _____

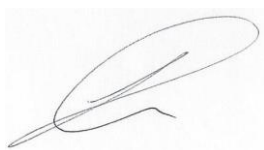
Position [WTYFC] _____

Date:

Signed: _____

Position [MPC] Clerk to Melton Parish Council

Date:



Pip Alder

Assistant Clerk & Management Officer

31st October 2019