

Terms and Conditions of Use V1.3a 12/07/12

Thank you for booking the Whaley Bridge 3G pitch. Please ensure you read the following information. It is your responsibility to ensure every person playing in the booked period is made aware of this, and it is your responsibility to ensure that every person playing in your booked period complies with this.

Footwear: Footwear must be absolutely clean.

Allowed - The preferred footwear is a boot with moulded rubber studs, but any screw in stud is fine as long as it is not metal or metal tipped. The studs should be less than 8mm long. Astro turf trainers with dimples will do, but are not the best for the surface. Ordinary flat trainers are not ideal for the surface either and should not be used unless you are aged 11 or below. For a fuller description of why some footwear is allowed and some is not, see the SafePlay document on the whaleybridge.com website. You can injure yourself on any surface- read the SafePlay information, play safely and learn yourself how the surface plays in all weathers before playing competitively on it, in order to try to avoid injuries. If in doubt ask the person who booked the session.

Not Allowed - No blades on boots, or any metal tipped or metal studs should be used. The correct footwear is vital to protect the surface from damage. Occasional inspections of footwear will take place, and any users found with incorrect footwear must leave the surface and will not be refunded for the session.

Booking Information: To book, and for all booking enquiries, you must fill in the form at <http://www.whaleybridge.com/agp-3g-bookings/>. The latest booking calendar is found here as well as a copy of these terms and conditions. If you need to make telephone contact, please contact Jon Goldfinch on 01663 733067 or the Town Clerk on 01663 733068. The form is automatically emailed to Jon and the Town Clerk.

Charges: (All inclusive of floodlighting as necessary)

£28/hr for casual bookings at peak times. (4.30pm-9.30pm weekdays and 9am – 9.30pm weekends)

£26/hr for a 10hr block booking at peak times. (4.30pm-9.30pm weekdays and 9am – 9.30pm weekends)

£15/hr Introductory rate for off peak bookings. (9am-4.30pm weekdays)

Pay before play please on casual bookings.

Entry/Exit Code: This will be supplied to the booker alone when the booking is confirmed and must be kept secret. Using the code to gain entry at any time other than the official booked time will be deemed as trespass. The code changes regularly and users will be notified.

Payment: Payment is currently by Cash, Cheque or by Quaterly invoicing for block bookings. One-off or casual bookings should be paid for before playing. Cheques should always be made payable to Whaley Bridge Sports Association, and should be sent to The Mechanics Institute, Market St, Whaley Bridge, High Peak Derbyshire, SK23 7AA. Cash or urgent cheque payments can also be dropped off there or to Jon Goldfinch at 89 Buxton Road, Whaley Bridge, SK23 7HX. Please mark cheques on the back with your name and details of your booking.

Care of the surface: Please help us by ensuring above anything else, that you are using the correct footwear and that it is clean. If you can do a quick sweep of the MUGA surface to remove any organic matter- leaves, mud, stones, seeds or any other debris before playing, we would be really grateful. Contamination and incorrect footwear are the biggest problem for a 3G pitch. If you see a problem with the surface please let us know. Please do not take drinks or food onto the surface and ensure the gate is locked when you finish.

Terms and conditions: Letter = Whaley Bridge Town Council, Hirer = the individual making the booking

Submission of a booking form by the hirer, or his or her agents, and acceptance of the booking by Whaley Bridge Town Council or their agents, shall constitute a formal contract between the Hirer and Whaley Bridge Town Council, and the conditions set out hereunder shall form an integral part of that agreement.

- 1) The Hirer is responsible for ensuring that all members of their group are aware of and abide by these terms and conditions.
- 2) The Hirer is held responsible for any damage caused to the facility while it is being used for that booking. The Hirer agrees to pay, on demand, the cost of repairing or making good any damage to the pitch or to the equipment arising from the booking.
- 3) Responsibility for insurance and liability for loss or damage to the equipment, surface and persons taking part in activities on the surface provided by the Letter rests entirely with the Hirer.
- 4) The Hirer must ensure their group arrives promptly and leaves promptly. Booked times must be strictly adhered to.
- 5) There is no refund for any session booked which is subsequently not used (except where the pitch is closed through bad weather and unplayable) Outstanding payments will still be required.
- 6) No food or drink or chewing gum on the playing surface.
- 7) The correct footwear MUST be worn. Individuals must leave the surface immediately, with no refund, if incorrect footwear is being used and you are asked to leave by any other User, Spectator, Whaley Bridge Town Council representative or Whaley Bridge Football Club member or official.
- 8) Childrens groups must be supervised at all times at an adult/child ratio suitable for the requirements of the activity taking place and by at least one adult arranged by the hirer. This includes their arrival and departure and may therefore be outside the booked times.
- 9) Booked slots may not be passed on to another group or third party without the prior agreement of Whaley Bridge Town Council.
- 10) Block bookings may only be made up to the end of March, except in the case of Whaley Bridge Football Club who have priority over advance block bookings.
- 11) Whaley Bridge Town Council and Whaley Bridge Sports Association shall not be responsible for any damage or injury (including death) caused to or sustained by any property/person arising out of or in connection with the letting and the hirer will indemnify Whaley Bridge Town Council and Whaley Bridge Sports Association against all expenses, costs, fees, damages, and losses arising out of or in connection with any claim arising from such loss, damage or injury (including death) unless such loss, damage or injury (including death) was caused by some fault or negligence on the part of Whaley Bridge Town Council or Whaley Bridge Sports Association. Furthermore, Whaley Bridge Town Council and Whaley Bridge Sports Association, accepts no responsibility for any claims, actions, demands, proceedings or costs arising out of any claims made against the Hirer by a third party, and the Hirer shall indemnify Whaley Bridge Town Council and Whaley Bridge Sports Association against all such claims which may be brought against Whaley Bridge Town Council or Whaley Bridge Sports Association arising out of or incidental to the hire of the facilities and equipment.
- 12) Whaley Bridge Town Council or Whaley Bridge Sports Association shall not be liable for any theft or damage to any vehicles parked in or around the car park next to the 3G pitch, or for any damage to vehicles which are accessing or exiting the car park.
- 13) Whaley Bridge Town Council reserve the right to revoke or refuse bookings at any time without reason, and are under no obligation to accept a booking.
- 14) Late payment. For advance bookings and block bookings, invoices are issued quarterly with payment required within 28 days. In the case of late payment, Whaley Bridge Town Council reserve the right to charge a £10/wk late payment fee and the right to refuse or cancel existing or future bookings by the hirer. For casual bookings payment is normally expected in advance of play, but in some cases this is not possible and payment will be required within a week of play. For late payments beyond this time Whaley Bridge Town Council reserve the right to charge a £2.50/wk late payment fee and the right to refuse or cancel existing or future bookings by the hirer.
- 15) The entry code must be kept secure. The hirer agrees not to pass on the code or to make use of the code to gain entry at any time other than the official time booked, unless by agreement with Whaley Bridge Town Council. If the hirer or anyone in the hirers group is found to be using the code at any other time to gain entry, this will be deemed as trespass. Under these circumstances, Whaley Bridge Town Council reserve the right to bar the hirer or any/all members of the hirers group from making any further bookings and to charge the hirer double the maximum hourly rate for each hour or part hour that may have been used in this way.