

**Continental Landscapes Ltd****Conditions of Hire of Football, Cricket and Rugby Pitches**

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**Bookings and Cancellations**

1. Allocation of pitches to any club, organisation or individual is not transferable (in whole or part) by anybody other than Borough of Poole or Continental Landscapes Ltd.
2. Communication regarding the booking of facilities should be made by telephoning 01202 683011 between the hours of 09.45 and 14.15 Monday to Friday. An answer phone will be available at all other times, but messages will only be picked up during the times as above.
3. Continental Landscapes Ltd reserves the right (by cancellation or otherwise and without compensation other than any refund payable according to these Conditions) to vary any allocation of pitches, should circumstances make this necessary.
4. A Club may cancel a pitch booking and qualify for a full refund or cancellation of invoice relating to pitch fees, provided that for a weekend fixture, cancellation is notified to the offices of Continental Landscapes Ltd by 1200 hours on the Thursday before and for a weekday fixture at least 2 working days before the fixture.
5. A full refund or cancellation of invoice will also 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 Continental Landscapes Ltd in writing from a bona fide official of the club / league within 5 days of the cancelled fixture.

**NB** Where advantage is taken of the V.A.T exemption concession for series hirings, (see clause 4 in payments section below), a cancellation may be contrary to the concession conditions and as a consequence all hirings will 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.

6. The decision whether or not to cancel a fixture due to bad weather will normally be made on the day of the fixture following discussions between the referee/umpire, the Club and the Sports Attendant. Continental Landscapes Ltd reserve 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.

## **Payments**

1. Charges for the hire of pitches shall be laid down by Borough of Poole and be subject to an annual increase.
2. Payments must be in the form of a cheque made payable to Continental Landscapes Ltd. Cash will no longer be accepted under any circumstances.
3. In the event of facilities for payment of hire charges by credit or debit card becoming available, instructions as to payment will be put on invoices and on the Continental Landscapes Ltd website, [www.continental-landscapes.co.uk/poole](http://www.continental-landscapes.co.uk/poole)
4. Fees for the use of pitches in accordance with these terms and conditions are inclusive of VAT. However, VAT-exclusive fees will be charged to hirers who qualify for exemption under the VAT regulations issued by HM Revenue & Customs.
5. Invoices for pitch fees will normally be rendered to the person to whom the allocation was sent, or the club Treasurer on a monthly basis. For one-off matches, payment will be requested prior to the fixture. (See clause 7 below).
6. In the event of a change in a named contact(s), the Hirer is required to notify Continental Landscapes Ltd immediately.
7. Continental Landscapes Ltd reserves the right to ask for payments in advance of a fixture from clubs, organisations or individuals who require the facilities for one off events or fixtures, or who have not paid accounts by the due dates in the past. Bookings may be taken on the telephone. If payment is requested in advance and has not been paid 24 hours before the fixture, the fixture will be cancelled without notification. Should payment not be made for the fixture and your team plays on the sports pitch, all future allocation of lets will be cancelled.
8. Payment of invoices must be made within 30 days of the date of the invoice. Clubs who do not pay on time will be reported to the appropriate Football Association and may be refused further bookings or be asked to pay in advance (as point 7 above)

## **General**

1. Borough of Poole / Continental Landscapes Ltd 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, (this may also render the clubs insurance invalid).
2. All hirings are on condition that no litter, including orange peel, will be left on fields after matches. Any teams not complying with this condition will be charged for the cost of its removal and disposal and may if repeated be refused future bookings.

3. Continental Landscapes Ltd provides a Sports Attendant at the following venues:

Branksome Recreation Ground  
Turlin Moor Recreation Ground  
Broadstone Recreation Ground (including the cricket pitch)  
Whitecliff Recreation Ground  
Haskell's Recreation Ground  
Learoyd Road Recreation Ground

**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.
- 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.

**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.
4. Continental Landscapes Ltd will only be responsible for preparing and marking out pitches and for providing goal posts and plastic net hooks. NEITHER GOAL NETS NOR CORNER FLAGS ARE 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.
5. Where a Sports Attendant is not provided, hirers are responsible for the removal of litter and dog faeces prior to the commencement of an event. Continental Landscapes Ltd and Borough of Poole will take no responsibility for damaged clothing or illness caused by contact with dog faeces.
6. No League, Club or Organisation hiring a pitch from Borough of Poole, through their contractor, Continental Landscapes Ltd, shall 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 will 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
7. Any abuse of the changing rooms or pavilion which results in the cost of cleaning over and above the usual requirement, repair of the changing rooms, or replenishment of the contents of the fire extinguishers will be passed on in full to the Club or Organisation hiring the pitch. At multi-use sites, if a Club or Organisation does not admit responsibility for such acts, the cost of repair, replenishment etc. will be split between the Clubs or Organisations using the facility on that occasion.

8. The Hirer shall indemnify the Council and Continental Landscapes Ltd against all damage to the premises or to the property of the Borough of Poole or Continental Landscapes Ltd 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 shall effect and maintain adequate insurance cover in respect of the above obligation and must produce satisfactory evidence of such cover to the Council or Continental Landscapes Ltd on request.