

TERMS AND CONDITIONS FOR THE HIRE OF FOOTBALL PITCHES AT THE MADRA

Please read them carefully as they apply to all team members and non-team member participants in relation to football training, matches and charitable events organised by MADRA. It is the Hirer's responsibility to ensure that all players and spectators associated with their team, and those of their opponents at each match, are advised of these Terms and Conditions of hire.

The term "you" refers to players/parents/carer/guardian and "You" can be singular or plural.

1. What the MADRA will provide

- 1.1. Grass and pitch maintenance which includes cutting the grass on all pitches to a standard required to play sport
- 1.2. Three adult pitches on the bottom field with all youth and child pitches on the top field
- 1.3. Marking out of all pitches with paint
- 1.4. Spraying the site with weedkiller twice a year (usually April & September)
- 1.5. The MADRA building, including the changing rooms, conveniences, bar and lounge, storage units, decking and picnic tables adjacent to the building, the car park and the gate belong to The MADRA who are responsible for maintaining and insuring them
- 1.6. Defibrillator Unit at the rear of the MADRA building

2. Additional Storage

- 2.1. All Hirers must provide their own additional storage units if required after obtaining written permission from MADRA
- 2.2. The security of any temporary buildings / units is the responsibility of the Hirer. The MADRA will accept no responsibility for loss, theft or damage to any equipment or personal items
- 2.3. The Hirer is also responsible for insuring their equipment, containers and any temporary buildings erected on the site
- 2.4. All temporary buildings must be kept in a good state of repair

3. Pitch Fee

- 3.1. The charge for hiring a football pitch is £375pa per adult pitch
- 3.2. The charge for hiring a football pitch is £250pa per child / youth pitch

4. Application Form

- 4.1. To book a football pitch at the MADRA, an Application Form must be completed and returned to the MADRA Committee for consideration and approval
- 4.2. Application Forms, with T&Cs, can be emailed upon request, are available for collection from the MADRA building or can be downloaded at: "<https://knaptonvillage.org/madra>"
- 4.3. The acceptance of the application form does not constitute a contract unless the Hirer receives written confirmation from the MADRA Committee
- 4.4. The MADRA Committee reserves the right to refuse an application without stating a reason
- 4.5. Applications will not be accepted at less than 48 hours' notice

5. Waiting List

- 5.1. If there are more teams than available pitches, applicants will be added to a waiting list held and managed by the MADRA Committee
- 5.2. Under no circumstances should a team attempt to secure use of a pitch ahead of their turn
- 5.3. Pitches will be allocated in the following order;
 - 5.3.1. existing Hirers i.e. those who have held the pitch for the previous 12 months
 - 5.3.2. new applicants based in Knapton or a surrounding parish, who are on the waiting list
 - 5.3.3. new applicants from out of the area who are on the waiting list

6. Fixture List

- 6.1. Teams wishing to use a pitch for a whole season must apply before the 1st August to the MADRA Committee, giving details of the preferred day of play/hire with a fixture list if possible
- 6.2. If a fixture list is not available at the time of booking, one must be presented before the first match of the season
- 6.3. Any matches which are not shown on the fixture list are not authorised and will need to be booked as a casual hire

7. Deposit

- 7.1. The Hirer may be asked to pay a deposit of £250 to cover any potential work which may be required on their departure, such as making good after storage units are removed, repair of any damage etc.
- 7.2. This deposit will be rolled over into future seasons if the hire continues into subsequent years. The MADRA will account for this deposit in their accounts.

8. Priority Booking

- 8.1. Regular teams will get priority access to make bookings before they become available to teams on the waiting list.
- 8.2. To qualify as a regular team, a team must have been booking for us for a minimum of two years without issue
- 8.3. Once accepted as a regular user, the Hirer agrees to adhere to the following conditions:
 - 8.3.1. each team must have a single email address for contact
 - 8.3.2. each team must have the ability to pay by payment card online
 - 8.3.3. each team must either book games at the normal casual rate as and when required by the teams or make and pay for at least 10 bookings at one time

9. Bookings

- 9.1. Provisional bookings are not offered
- 9.2. Bookings are non-transferable without prior written authorisation from the MADRA Committee
- 9.3. The MADRA Committee reserves the right to discontinue pitch hire at their discretion at the end of the playing season and allow it to revert to an informal village playing field

10. Pitch Allocation

- 10.1. Pitches for regular use on Saturdays and/or Sundays will be allocated in June for a twelve-month period (1st September to 31st May inclusive)
- 10.2. The MADRA Committee reserves the right to allocate pitches to casual users when not required by the seasonal Hirer

11. Sub-Letting

- 11.1. Sub-letting of pitches or facilities is not permitted without prior written authorisation from the MADRA Committee
- 11.2. Any Hirer to be found sub-letting pitches without written authorisation will be subject to a termination of their booking(s) and will forfeit any monetary contribution they have made towards their booking due to the loss of those pitches for usage by others

12. Transfer of Hire

- 12.1. Registered club officials may arrange transfer of a hire but only to a club that is currently registered with the MADRA Committee, otherwise bookings are non-transferable
- 12.2. All such transfers must be agreed with the MADRA Committee
- 12.3. Any new club wishing to register should apply to the MADRA Office
- 12.4. No refunds will be given

13. Termination of Hire

- 13.1. The Hirer may relinquish the right to use the allocated pitch and facilities at any time on presentation of written notice to the MADRA Committee together with payment for any outstanding invoices due. No refund can be made in respect of fees and charges already paid in relation to the hire.

- 13.2. The MADRA Committee reserves the right to terminate any agreement with the Hirer, including the right to use pitches and facilities, if the Hirer breaches any of these Terms & Conditions or defaults on the payment of any invoices due
- 13.3. In the event of a breach, MADRA will inform the Hirer in writing and if action is not taken to rectify the breach within 30 days the right to use the pitch(s) will be forfeited
- 13.4. MADRA will then either stop hiring out the pitches or the pitches will be allocated to the next team on the waiting list
- 13.5. All temporary structures / buildings belonging to the club (and not part of MADRA's Asset Register) must be removed from the site and all connected services, including electrical, water and sewerage to those buildings disconnected and made safe ready for the next Hirer, within 30 days of the MADRA giving written notice

14. Fees and Charges

- 14.1. **Pitch Hire:** A charge will be made in July for the hire of the pitch for the forthcoming season. Further invoices for changing room hire and line marking will be issued in January and May. All invoices must be paid within 30 days. All cheques should be made payable to 'MADRA'
- 14.2. **Damage Repair:** The Hirer is responsible for the cost of repair of any damaged turf caused whilst in use by the Hirer
- 14.3. **Invoices:** If an invoice remains unpaid for more than 30 days after the due date, the right to use the pitch and facilities will be forfeited. In these circumstances the pitch will be allocated to the next team on the waiting list
- 14.4. **Fees Review:** All fees and charges will be reviewed annually and revised at the absolute discretion of the MADRA

15. Payments

- 15.1. All Hirers of pitches or training areas on a casual or seasonal basis must pay for their hire in advance of use
- 15.2. Casual Hirers must pay for their hire in one upfront payment
- 15.3. Payment for a season's hire may be made in instalments by agreement with the MADRA Committee. Two instalments may be made;
 - 15.3.1. the first for 50% of the total value of the booking, no later than 3 days before the first occasion of play
 - 15.3.2. the second for the remaining 50% of the value of the booking three months after the calendar date of the first payment
- 15.4. No booking can be confirmed until the required payment is received, except where agreements are in place for instalment payments
- 15.5. When using pitches or training areas, Hirers must provide evidence of payment for that hire. Failure to produce a receipt on demand may result in the Hirer being removed from the site
- 15.6. The MADRA Committee reserves the right to amend the scale of charges at any time without prior notice

16. Liability

- 16.1. The Hirer is responsible for all loss, damage and claims arising out of this agreement

17. Use of Facilities

- 17.1. The Hirer must always adhere to the following;
 - 17.1.1. All persons using facilities hired shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the site or ground. All persons shall conform to any regulations or byelaws in force with respect to the grounds and comply with any instructions they may receive from the ground staff or any other officials appointed by the MADRA Committee
 - 17.1.2. The club will be responsible for wilful or negligent damage caused to the pitch, equipment, building, fences or any other of the MADRA's property by their own members, or the members of a club against whom they are playing
 - 17.1.3. No alcohol shall be brought into the grounds except by permission of the MADRA Committee in writing
 - 17.1.4. The Kitchen is not accessible to teams unless specifically approved in writing by the MADRA Committee

18. Use of Pitches

- 18.1. Teams must ensure that they use the allocated pitch for their match. This will be specified on the notice board outside the changing rooms
- 18.2. The pitches shall not be used for any purpose other than football and the Hirer shall not use the pitch or allow the pitch to be used for any unlawful purpose or in any unlawful way nor do anything that may endanger the same or render invalid any insurance policies in respect thereof
- 18.3. No team may use the pitch without authorisation from the MADRA Committee
- 18.4. The use of a pitch may NOT be assigned
- 18.5. Individual teams must obtain separate authorisation even when they are part of the same club
- 18.6. Any application to use the pitches for games not on the previously provided fixture list must be made in writing to the MADRA Committee and may be chargeable separately, including one-off matches, cup games or charity matches
- 18.7. Applications will NOT be accepted at less than 48 hours' notice
- 18.8. No structures of any kind can be erected on the site without prior written permission from the MADRA Committee
- 18.9. There is to be no floodlighting
- 18.10. All litter created by players or visitors must be collected and disposed of after each use of the pitch
- 18.11. Dogs are not excluded from the site and must be kept on a lead at all times. However, fouling is a legal offence. The MADRA work hard to encourage people to pick up after their dogs and will report any offenders if they can be identified to Knapton Parish Council who will consider fining or prosecuting guilty owners, but the MADRA cannot be held responsible for keeping the field free from dog fouling. It is therefore the responsibility of the Hirer to ensure that the field is free from dog fouling and litter before matches or training commence

19. Frequency of usage

- 19.1. There are to be a maximum of two teams using the pitches at any one time, including the youth training pitch
- 19.2. There must be a 90-minute gap between swap over of teams per day. This is due to parking considerations
- 19.3. When the pitches are not in use by the Hirer, members of the public are permitted to use them for recreational purposes. However, any formal sports match (ie with more than 10 people playing) must obtain authorisation from the MADRA

20. Access to Changing Rooms and Toilets

- 20.1. The Hirer is responsible for unlocking the toilets and changing rooms prior to the match being played, and to ensure that all lights and taps have been turned off before locking the toilets and changing rooms after the game
- 20.2. A key(s) will be provided to the club's proposed key holder(s) for this purpose and their details will be registered and recorded by the MADRA Committee
 - 20.2.1. the key may not be copied or passed to any person that is not registered as a club keyholder
 - 20.2.2. in the interests of security, if the key is found to be in the possession of a person who is not registered as a keyholder, access to the building and facilities may be withdrawn immediately
- 20.3. When using the facilities, only the team and two officials are allowed in each changing room in order that we can control access to the facility for insurance purposes
- 20.4. The security of the changing rooms and the toilets is the responsibility of the Hirer
 - 20.4.1. equipment is NOT to be left in the changing rooms
 - 20.4.2. the MADRA will accept no responsibility for loss, theft or damage to any equipment or personal items
 - 20.4.3. it is recommended that the changing rooms are locked during play
- 20.5. The facilities must be respected and looked after by the Hirer
 - 20.5.1. football boots must be removed before entering the toilets
 - 20.5.2. no damage is acceptable, and the home team will be held responsible for any damage caused
 - 20.5.3. any teams found to be abusing the rooms/facilities and/or staff will be barred from our facilities
 - 20.5.4. the Hirer will reimburse the MADRA for any expenditure incurred in making good any damage to facilities, and any areas where enhanced cleaning is required

- 20.6. The changing rooms and toilets must be left in an acceptable state of tidiness and ready for the next team to use. Failure to do so will lead to a charge being levied for extra cleaning costs

21. Goal Posts

- 21.1. The Hirer will be responsible for providing their goal posts, corner flags and posts
- 21.2. Goal posts are to be erected by the team responsible for the pitch hire. The anchor pins must be used to secure the posts into the ground. Any losses of bolts etc should be reported prior to the commencement of the match
- 21.3. The team hiring the pitch has the responsibility for checking the safety of the posts prior to commencement of the match. If there is any doubt that the posts are unsafe, the query should initially be brought to the attention of the referee. If it is agreed that if the posts are unsafe, the match should be abandoned. The MADRA Committee should be notified immediately on the Monday morning following the match:
By phone: 07734 689978 or by email: "grahams.improvements@virgin.net"
- 21.4. At the end of the match, the team responsible for the pitch hire must take down the posts and the nets and return them to the storage area to be left in a safe and tidy state, in accordance with Football Association guidelines

22. Insurance

- 22.1. The MADRA cannot accept any liability for loss, damage or injury sustained by the Hirer or any person participating
- 22.2. All Hirers must hold insurances (public liability of at least £10m, personal accident, professional indemnity, accidental damage, fire and theft and any other relevant insurance) for their players, coaches and equipment and a copy of the appropriate insurance schedules must be provided to the MADRA Committee prior to commencement of the first match of each season and when the insurance is renewed
- 22.3. The MADRA Committee is not responsible for any accident or injury sustained as a result of using or climbing on equipment owned by the Hirer's Club.

23. Health and Safety

- 23.1. Hirers should be aware of other users of the MADRA site and make reasonable efforts to ensure that spectators and players behave safely and responsibly
- 23.2. Urinating in the hedgerows is strictly forbidden.
- 23.3. In the event of an accident or emergency, the Hirer should contact the emergency services and ensure access is available to the car park for the emergency services
- 23.4. Hirer must maintain an Accident Record Book which is kept in accordance with the requirement of the Data Protection Act 1998 which should be presented to the MADRA Secretary on request. Any accidents or injuries requiring the involvement of emergency services or a visit to hospital should be notified to the MADRA Secretary
- 23.5. Smoking is not permitted in on-site buildings on the MADRA
- 23.6. Hirers who run activities involving children and young people using paid employees and volunteers are required to declare that they have a Child Protection Policy in place and that they update their CRB checks on a regular basis

24. Code of Conduct

- 24.1. Residents of Knapton have asked that there should be a ban on the use of bad language by users of the pitches and their spectators
- 24.2. Hirers of the pitches must issue every team member and opposing team member with a code of conduct to be followed by players and spectators which includes an agreement to act in a way considerate towards other users of the site otherwise enforcement action will be taken (initially by the Hirer) but if the MADRA Committee is not satisfied that these matters are being enforced a written warning will be given to the Hirer and if matters do not improve within 30 days the Hire agreement will be terminated
- 24.3. Hirers should ensure that The MADRA receive a copy of the club's Code of Conduct no later than 1st August for approval. Failure to ensure this may result in games not being allowed to be played pending its receipt

25. Car Parking

- 25.1. The Hirer must ensure that there is a marshal on duty to direct parking before every match and parking signs must be used where required

- 25.2. Players are encouraged to car share to reduce the number of vehicles using the car park
- 25.3. Hall Lane is used by motorists, pedestrians, dog walkers and children using the play area which has led to parking becoming a sensitive matter with local residents. All club members, their visitors and officials are therefore requested to park in the MADRA Car Park, ensuring that;
 - 25.3.1. all vehicles respect the 5mph site speed limit
 - 25.3.2. all parking signs and Marshal's advice must be followed
 - 25.3.3. due consideration and respect is shown to other road users, pedestrians and local residents by driving slowly and carefully in Hall Lane
 - 25.3.4. under no circumstances must any resident's driveways be blocked
 - 25.3.5. when leaving The MADRA in the evening, noise must be kept to a minimum
 - 25.3.6. parking is not allowed on the grass
 - 25.3.7. parking in the MADRA car park is entirely at the owner's risk

26. Cancellation of Matches

- 26.1. The MADRA Committee reserves the right to cancel a match at any time, though every effort will be made to avoid this, and the MADRA Committee will not be liable to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination
- 26.2. The Hirer may cancel a match at any time. Notification of cancelled matches must be made prior to the date of the match to the MADRA Committee
- 26.3. However, if pitches are deemed suitable, the final decision regarding if a match can play remains with the referee
- 26.4. The MADRA reserves the right to cancel a match at any time if the Hirer is in breach of this agreement. In other exceptional circumstances the MADRA would give at least 48 hours' notice before cancelling a match and every reasonable effort will be made to avoid this

27. Liability

- 27.1. The Hirer is responsible for all loss, damage and claims arising out of this agreement
- 27.2. A Hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the pitch or facility without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which The MADRA may have against the hire

28. Variation

- 28.1. All hiring arrangements will be reviewed annually and revised at the absolute discretion of the MADRA
- 28.2. The MADRA reserves the right to vary any of these terms and conditions at its absolute discretion

29. Complaints

- 29.1. The MADRA Office wishes to be notified should you have any complaints or problems regarding the use of the pitches. Please address all correspondence to:
The MADRA, Hall Lane, Knapton, Norfolk, NR28 0RZ
Telephone: 07734 68997
Email: "grahams.improvements@virgin.net" or "ceriquinton@icloud.com"

30. Application of Terms & Conditions

- 30.1. It is the Hirer's responsibility to ensure that all players and spectators associated with their team, and those of their opponents at each match, are advised of the Terms & Conditions numbers 17, 23, 24 and 25.

31. Agreement for Hire of a Single Football Pitch

Match Day & Session: Saturday AM Saturday PM Sunday AM Sunday PM
(Tick only one box)

Agreement Period: Commencement Date - 1st August 2022 End Date – 31st May 2023

Signed on behalf of The MADRA Committee:

Signature: Date:

Full Name: *(in block capitals)*

Position:

Signed on behalf of the Hirer:

I agree to abide by the foregoing Terms and Conditions throughout the duration of the hire period shown above:

Signature: Date:

Full Name: *(in block capitals)*

Position in Club: *(full name of hiring club)*

In addition to the signatures above, please provide the full contact details of two responsible persons within the club. These may be a Chairperson, Secretary or Treasurer.

Title / Position:

Full Name:

Address:

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Phone:

Email: