



# Lancashire FA

## 3G Artificial Grass Pitch - Booking Terms & Conditions Agreement

### Definitions

- The Hirer – the club/person/organisation named when completing the booking within the electronic booking system.
- Lancashire FA – Lancashire Football Association Limited.
- Site Attendant – Lancashire FA Facility Manager or Duty Officer in charge of the site.
- Booking Number – The 'Booking Number' provided on the '3G Booking Approval' booking confirmation email.
- Pitch – 3G artificial grass full pitch, half pitch, quarter pitch or small-sided pitch (broadly equivalent to 3G artificial grass half pitch) according to the specified booking.
- Premises - the entire site of Lancashire Football Association at The County Ground, Thurston Road, Leyland, PR25 2LF.
- Prioritised Event - Major fixtures (such as Premier Reserve League, Senior County Cup etc) taking place on the Lancashire FA's grass pitch.

### The Agreement

This Agreement, between Lancashire FA and the Hirer, is made on the date that the booking is accepted by Lancashire FA and a 3G Booking Approval confirmation email is sent.

### General Conditions of Hire

1. The Hirer is responsible for booking the appropriately sized Pitch for their requirements, meeting the Pitch Hire Requirements shared below.
2. The Hirer shall ensure that the only footwear used on the 3G surface are multi-studded moulded boots that meet the Footwear Requirements shared below.
3. The Hirer will be responsible for supervising the behaviour of persons using the Premises, players and visitors alike, including ensuring that they obey any requirements or guidelines of Lancashire FA including but not limited to ensuring that persons do not congregate or stand in areas that are not available for spectator viewing, they refrain from using foul or abusive language, or any anti-social behaviour, which may cause offence, maintain the smoke free status of the Premises, do not bring dogs other than guide dogs on to the site, and adhere to the no chewing gum policy.
4. At the end of the hiring period, the Hirer shall be responsible for leaving the Premises in a clean and tidy condition, having used all recycling stations when disposing of waste, and with any equipment temporarily removed from their usual positions properly replaced.
5. Agreement to the 3G Artificial Grass Pitch Booking Terms and Conditions forms part of the booking application process.
6. The Hirer may not bring goods and services for sale onto the Premises.
7. Only water bottles are permitted, and no food is permitted on the Pitch. Only catering and refreshments purchased from Lancashire FA will be permitted for consumption on the Premises, away from the footprint of the Pitch.
8. Lancashire FA's name, logo and telephone number may not be used in any advertising or other publicity without the prior written consent of the CEO.

### Club Documentation Requirements

9. Non-affiliated clubs must upload a copy of their public liability insurance at the time of booking within the electronic booking system.



10. Affiliated youth club bookings for under 18s must include the following items at the time of booking within the electronic booking system:
  - a. Uploaded copies of their club's current safeguarding risk assessment, safeguarding policy and public liability insurance.
  - b. The name and contact details of the club's Child Welfare Officer.
  - c. The name and contact details of all the Manager/Coaches and confirmation that they have the required in date safeguarding qualification.
11. Affiliated adult club bookings with players aged 16/17 years old must include the following items at the time of booking within the electronic booking system:
  - a. Uploaded copies of their club's current safeguarding risk assessment and public liability insurance.
  - b. The name and contact details of the club's Adult Welfare Officer.
  - c. The name and contact details of all the Manager/Coaches and confirmation that they have the required in date safeguarding qualification.
12. Affiliated adult club bookings with players aged 18 and over must include the following items at the time of booking within the electronic booking system:
  - a. Uploaded copies of their club's public liability insurance.
  - b. The name and contact details of the club's Adult Welfare Officer.

#### **Cancellation by the Hirer**

13. If the Hirer wishes to cancel a one-off single booking, a minimum notice period of 5 working days is required to receive a full refund.
14. If the Hirer wishes to cancel a single session from a discounted, block booking of 10 sessions or more, a minimum notice period of 5 working days is required, and a session credit will be added to the booking at the end of the block.
15. If the Hirer wishes to cancel more than one session from a discounted, pre-paid block booking of 10 sessions or more and this results in their being less than 10 sessions booked, a minimum notice period of 5 working days is required, and the pricing will revert to peak time standard charge for all sessions already taken and those that remain scheduled.
16. No refunds or credits will be given if less than 5 working days' notice is provided for any cancellation.

#### **Cancellation by Lancashire FA**

17. In the event of the Premises or any part thereof being rendered unfit for the use for which it has been hired, Lancashire FA shall not be liable to the Hirer for any resulting loss from the cancellation.
18. Lancashire FA reserves the right to refuse a booking without notice or amend business hours or cancel a booking under this Agreement at any time either before or during the term of the Agreement upon giving notice to the Hirer. Lancashire FA will endeavour to provide as much notice as possible but this will be dependent on the situation.
19. Lancashire FA reserves the right to cancel or refuse a booking if, in the sole opinion of Lancashire FA, inadequate public liability insurance is held by the club.
20. In the event of a Prioritised Event taking place on Lancashire FA's grass pitch, to facilitate the smooth running of major fixtures Lancashire FA reserves the right to cancel or amend bookings/this Agreement at any time before the term of the Agreement upon giving notice to the Hirer. For block bookings, in the event that an alternative date and time cannot be agreed, a credit will be added to the block booking at the end of the block. For the avoidance of doubt, no 3G match play can take place on the Pitch simultaneously to a match taking place on the grass pitch.
21. Lancashire FA reserves the right to amend business hours without notice. In instances where business hours have been amended, the booking will be rearranged in consultation with the Hirer. In the event that an alternative date and time cannot be agreed, for single bookings a refund will be provided and for block bookings a credit will be added to the booking at the end of the block.



22. Booking priority is given to Lancashire FA bookings which include Development Teams, Coach Education Courses and other Training Events. Where a booking under this Agreement may be affected by this priority, at least 5 working days' notice of cancellation or amendment will be provided. Lancashire FA endeavours to minimise disruption in this respect.

### **Payment**

23. Payment for a single booking must be paid in full at the time of booking using the electronic booking system. Should payment not be received prior to scheduled use and at the time of booking, the Hirer will be refused access to the Pitch. All fees will remain due.
24. Payment for a discounted block booking of 10 sessions or more must be paid either upfront or on a weekly basis, with each weekly payment taken on a Monday for all bookings from that Monday up to and including the following Sunday. Should payment not be received prior to scheduled use, the Hirer will be refused access to the Pitch and, for block bookings, this may result in the failure to retain the booking slots for future use. All fees will remain due.
25. No payments will be taken at Lancashire FA immediately prior to use of the Pitch.
26. When paying by bank transfer, to ensure your payment is allocated correctly, the Booking Number must be quoted.

### **Liability**

27. The Hirer has the responsibility for safeguarding its property or the property of any persons the Hirer invites to the Premises in accordance with the terms of the booking.
28. Lancashire FA has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims. The limits and exclusions in this Liability clause reflect the insurance cover Lancashire FA has been able to arrange, and the Hirer is responsible for making its own arrangements for the insurance of any excess liability. Details of Lancashire FA's insurance is available on request.
29. References to liability include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
30. Neither party may benefit from the limitation and exclusions set out in the Liability clause in respect of any liability arising from its deliberate default.
31. Nothing in the Liability clause shall limit the Hirer's payment obligations under this Agreement.
32. Except in respect of death or personal injury arising from the negligence of Lancashire FA, in no circumstances will Lancashire FA accept liability for the loss, theft, damage of or to any goods or property, or death or illness or injury, of the Hirer or any visitor to the premises.
33. The Hirer shall indemnify Lancashire FA for the cost of repair of any damage done to any part of the facility or of any associated equipment, which may occur as a result of hiring. The Hirer is advised to consider insurance cover in this respect.
34. Nothing in this Agreement limits any liability which cannot legally be limited.
35. Subject to the foregoing exclusions Lancashire FA's total liability to the Hirer shall not exceed the total value of this Agreement.
36. Unless a party notifies the other party that it intends to make a claim in respect of a booking within the notice period the other party shall have no liability for that booking. The notice period for a booking shall start on the day on which the party wishing to make a claim became, or ought to reasonably have become, aware of it having grounds to make a claim in respect of the booking and shall expire three months from that date. The notice must be in writing and must identify the booking and the grounds for the claim in reasonable detail.
37. The Hirer shall not use the Pitch for any purpose other than field-based sports related activity (training and match play) and shall not sub-let the Pitch. They shall not do, or bring onto the Premises, anything which may endanger the Premises or persons within the Premises or render invalid any insurance policies relating to the Premises.



### **Safeguarding / Reporting an Accident**

38. Should any of the Hirer's party have any safeguarding concerns with regards to children or adults at risk whilst at the Premises, please notify the Site Attendant immediately who can then make urgent contact with our Safeguarding team.
39. Should any of the group related to the booking have an accident the Hirer must follow the 'Reporting an Accident' requirements provided below for immediate support.

### **Force Majeure**

40. Neither party shall be liable to the other for any delay or failure to perform its obligations because of or during the continuance of an act of force majeure as defined herein.
41. **"Force Majeure"** means any cause that is beyond the reasonable control of the party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster.
42. The obligations of any party are suspended during the existence of a Force Majeure act.



## Requirements

Listed below are requirements for Pitch size, footwear, how to move the goal posts to ensure that Pitch surfaces do not get damaged and what to do in the event of an accident.

### Pitch Size Requirements

The correct Pitch must be booked according to the team's age and requirements, as follows:

| 3G Pitch                                                                                                | Small-Sided Pitch                                                                                          |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Available for bookings as a full pitch, half pitch or quarter pitch                                     | Available for bookings as a full pitch only (size is broadly equivalent to 3G artificial grass half pitch) |
| All sizes - for training purposes this Pitch is available for all ages and abilities.                   | This Pitch is available for all ages and abilities for training purposes.                                  |
| Full Pitch – for affiliated match play this is available up to U15s only 11v11                          | This Pitch is <i>not available</i> for affiliated match play.                                              |
| Quarter and Half Pitch – for mini soccer (5v5, 7v7 only) match play and all ages and abilities training |                                                                                                            |

### Footwear Requirements

Appropriate footwear should only be worn on the Pitch, and is not permitted when entering the main Lancashire FA reception.

Footwear must be clean and free from grass and mud from natural turf pitches to decrease contamination on the 3G Pitch surface.

The only footwear permitted is plastic/rubber moulded studs.

Under no circumstances are blades (including rubber ones), metal studs or trainers allowed on the 3G surface. For the avoidance of doubt, the following outlines the permitted and restricted footwear for the facility:





### 3G Goal Posts

Goals can be moved if required to suit the needs of the session, but must be done so in the correct way to prevent damage to the facility. The correct way to move a goal is:

- A minimum of two people must move the goal posts using the levers on either side of the goal to raise the wheels.
- The goal posts must be moved via the wheels detailed above, or via the roller on the rear of the goal posts and the roller should be unobstructed at the back of the goal to ensure easy movement.

Goals must be moved back to their original position at the sides of the Pitch once the session has concluded.

### THE GOAL POSTS MUST NEVER BE DRAGGED ACROSS THE 3G ARTIFICIAL GRASS SURFACE

If you are unsure about any of the information provided, please contact the Site Attendant, who will help you where needed.

### Reporting an Accident

Considering the nature of activities, it is inevitable that accidents will occur, therefore it is important that the Hirer is familiar with the established methods for reporting accidents.

- Lancashire FA follows the accident reporting procedure laid out in the Health & Safety Policy, and so any accidents or near misses **must be** reported at the time of the incident to the Site Attendant in charge.
- The Site Attendant can be contacted at any time during the hire period by going to the Lancashire FA Reception.
- The Site Attendant will have blank Accident Forms available. These forms should be completed by the group leader giving full, exact details of the accident and providing additional witness testimonies if deemed necessary. The information will be transferred to Lancashire FA's electronic digital record.
- If there are subsequent developments e.g., the injured person receives hospital treatment related to the incidents, then this information **must** be phoned through to the Site Attendant on 01772 624000 the following day during the hours of 9.00am and 5.00pm.