# Football Pitch Booking Terms and Conditions

The District Council of Folkestone and Hythe

## 1. Definitions

In these Terms and Conditions:

- **“Council”** means The District Council of Folkestone and Hythe.
- **“Hirer”** means the individual, team, club or organisation making the booking.
- **“Facility”** means any football pitch and associated land, buildings or equipment owned or managed by the Council.

## 2. Booking Process

- Bookings must be made through the website.
- Requests must include the pitch required and age group (e.g. U17, Adult).
- Bookings should be submitted by **midday on the Thursday preceding the fixture**. Requests made after this time may not be accommodated.
- A booking is not confirmed until the Council has issued written confirmation.
- The Council reserves the right to refuse any booking at its discretion.

## 3. Pitch Allocation

- Pitches are allocated subject to availability and, where appropriate, historic use.
- The Council reserves the right to amend pitch allocations where necessary.
- The Hirer must ensure all players, officials and spectators are aware of and comply with these Terms and Conditions.
- Bookings are not transferable and must not be sub-let without prior written consent of the Council.

## 4. Use of Pitches

- Only confirmed bookings may be played at the Facility.

- Playing matches without a booking or outside the agreed schedule is not permitted.
- Training must not damage goalmouths or high-wear areas.
- The Hirer shall be responsible for all persons attending or using the Facility during the booking.
- The Facility must not be used for any unlawful purpose.
- Hirers must comply with any reasonable instructions given by Council staff.
- The Council reserves the right to refuse entry to, or require the immediate removal from the Facility, of any person whose conduct is considered unsafe, disruptive, abusive, unlawful or otherwise in breach of these Terms and Conditions.

## 5. Charges and Payment

- Charges are set out in the Council's published fees and charges.
- Where the Hirer holds an approved account with the Council, charges shall be invoiced in arrears and the Hirer shall pay each invoice in full within **14 days**. Hirers who do not hold an approved account must pay the applicable charge in full in advance of the relevant booking.
- The Council reserves the right to vary its charges.
- Late or non-payment may result in suspension or withdrawal of existing bookings and/or refusal of future bookings.
- The Council reserves the right to refuse bookings where there are outstanding unpaid charges.

## 6. Fixtures and Scheduling

- Kick-off times for adult matches must fall between **10:00am and 2:00pm**, unless otherwise agreed in advance.
- Clubs must liaise with other users where pitches are shared to minimise scheduling conflicts.
- Where a scheduling conflict, clash or double booking arises, whether identified before or after confirmation of a booking, the Council shall not be liable to reimburse, compensate or otherwise make payment to the Hirer in respect of any loss, cost, expense or inconvenience arising from or in connection with that conflict, save where required by law.

## 7. Cancellations

- Hirers must notify the Council of any cancellation no later than **48 hours before kick-off**. Failure to do so may result in the full match fee being charged.
- Where a match is cancelled by the referee, the Hirer should notify the Council as soon as reasonably practicable.
- The Council reserves the right to cancel or amend bookings due to weather, pitch conditions, maintenance or operational requirements.
- Where the Council cancels a booking, no hire charge will be payable for that fixture.
- Where reasonably practicable, the Council will provide advance notice of cancellations.

## 8. Pitch Conditions and Safety

- Pitches are maintained throughout the season but conditions may vary.
- Referees are responsible for determining whether a pitch is safe for play.
- If a match is played after the Council has notified the Hirer that that the pitch is in such a condition as to be unusable or unsafe for play, or where play otherwise proceeds contrary to safety advice, the Hirer shall be liable for any resulting damage and for the reasonable costs of repair, reinstatement or remedial works incurred by the Council.

## 9. Code of Conduct

- The Hirer is responsible for the behaviour of all players, officials and spectators.
- The following standards apply:
  - Compliance with FA Respect guidelines
  - Respect for other park users, Council staff and property
  - No abusive, threatening, violent behaviour or swearing
  - No damage to pitches, buildings or equipment
  - Removal of all litter after use
  - No football boots to be worn inside buildings

- The Hirer shall ensure that the Facility and any associated buildings, land, equipment and surrounding areas used in connection with the booking are left in a clean, tidy and undamaged condition immediately following use.

- The Hirer shall be liable for, and shall reimburse the Council on demand for, all reasonable costs incurred by the Council in respect of damage, repair, reinstatement or additional cleaning arising from or in connection with the Hirer's booking or use of the Facility.

## 10. Enforcement and Termination

- Breach of these Terms and Conditions may result in warnings, suspension or withdrawal of booking privileges.
- The Council may terminate bookings immediately in cases of serious or repeated breaches.
- The Council reserves the right to refuse future bookings where there has been non-compliance with these Terms and Conditions.
- The Council may notify relevant leagues or governing bodies of misconduct where appropriate.

## 11. Insurance and Liability

- The Hirer is responsible for ensuring that appropriate **public liability insurance** is in place for all activities.
- The Hirer shall **indemnify the Council** against all claims, losses, damages and expenses arising from the use of the Facility, except where caused by the Council's negligence.
- Use of the Facility is at the Hirer's own risk.
- The Council accepts no liability for loss, damage or injury except where required by law.
- Nothing in these Terms and Conditions seeks to exclude or limit liability where it cannot lawfully be excluded.

## 12. Safeguarding

- Hirers must ensure appropriate safeguarding arrangements are in place where applicable, including relevant checks on coaches and volunteers.

## 13. General

- The Council reserves the right to amend these Terms and Conditions at any time.
- Any variation to these Terms and Conditions will be communicated where reasonably practicable.
- These Terms and Conditions constitute the entire agreement relating to the booking of the Facility.
- By making a booking, the Hirer confirms that they have read and agree to these Terms and Conditions.

## 14. Contact

For all enquiries: **pitchbookings@folkestone-hythe.gov.uk**