**Terms and Conditions of Hire Agreement for Moss Farm Leisure Complex Artificial Grass Pitch.**

**Definition of Terms Used in This Document**

* **We:** Refers to Sporting Communities Community Interest Company.
* **The Hirer:** The Hiring group / individual
* **Designated Officer:** Refers to Sporting Communities Community Interest Company Centre Manager/Representative.
* **AGP:** Refers to the Sand dressed Artificial Grass Pitch at Moss Farm Leisure Complex, Moss Lane, Northwich, Cheshire, CW8 4BG.
* **Premises:** The specific part of the facility booked for hire.
* **Hire Period:** The specified period during which the Hirer is entitled to use the Premises, detailed in the official booking confirmation or agreed amendment.
* **Event:** Means the event, activity, or block booking for which the booking is made.

**Hire Conditions for Moss Farm AGP**

The Hirer is personally responsible for complying with these conditions together with the club or organisation you represent. In the event of a serious breach of contract or combination of minor breaches by The Hirer, We reserve the right to recover all the reasonable costs and losses the organisation has suffered because of The Hirer’s failure to comply with the contract. Please be aware that We will always have an unavoidable duty to mitigate our losses in the event of a contractual breach by The Hirer.

**Health & Safety**

1. The Hirer must risk-assess their activities and ensure all events comply with the AGP's health and safety regulations.
2. For ongoing hire, a full risk assessment and safeguarding policy must be provided before the start of the Hire Period.
3. Maximum permitted use must be appropriate to the AGP’s safe capacity and use-case. The **safe capacity** should align with **governing body guidance, insurance conditions,** and **health and safety regulations.**
4. Compliance with the Equality Act 2010 and all other applicable statutory obligations and regulations.
5. The Hirer must ensure that all persons attending the Event use the Premises, facilities and equipment in a proper manner having regard to any relevant guidance, byelaws or regulations. You can obtain information on the Health & Safety at WorkAct1974 and the Management of Health and Safety at Work Regulations 1999by calling the HSE Info Line Tel: 0845 345 0055.
6. The Hirer must not alter or add to the lighting, or any other electrical equipment. All electrical equipment you use at the Event must comply with the Electricity at Work Regulations 1989. Information about Health and Safety ring HSE’s Info Line Tel: 0845 345 0055.
7. It is the responsibility of The Hirer to make sure that all accidents are immediately reported to the Designated Officer.
8. The Hirer shall comply with all laws and safety regulations.
9. No alcohol, fireworks, barbeques, or flammable materials are allowed.

**Use and Restrictions**

1. The Premises is to be used only for community sport or physical activity. Any alternative use must receive prior written approval.
2. Opening hours to the public are restricted to Monday to Sunday (including bank holidays) between 09:00 and 22:00. The use of the Premises outside of Designated Hours is strictly prohibited, save for a 15-minute grace period (22:00–22:15) for safe exit and clearing.
3. Vehicles must observe speed limits on site and use only authorised parking areas. No vehicles are permitted to enter the AGP.
4. Floodlights may be used up to 22:15 to allow safe exit, but activity must cease by 22:00.
5. The Hirer may not make any alterations or install temporary equipment (e.g. goals, signage) without consent.
6. No tenancy is created; this is a licence agreement.
7. No animals are allowed on the AGP (except assistance dogs).

**Bookings and Cancellations**

1. Subletting is strictly prohibited. The agreement is personal to the Hirer and cannot be transferred.
2. Once your booking has been confirmed and before the booking date, The Hirer must complete, sign and return the above sections to the Designated Officer. In signing you are accepting personal responsibility, together with any club or organisation you represent, for compliance with these conditions.
3. We reserve the right to cancel bookings for reasons beyond our control, such as force majeure. We will try to give written notice of any cancellation, but this may not always be possible, in which case we will give you as much notice as practicable.
4. In the event of breach or illegal activity, We may terminate without notice.
5. Cancellations by the Hirer must be made with a minimum of 7 days’ notice to be eligible for a refund. Cancellations in less than 7 days, but more than 3 days will be given a 50% refund. Cancellations in 3 days or less prior to the booking will be non-refundable.
6. The booking may, at the landlord’s discretion, be refused and The Hirer will have no claim for any loss or damage as a consequence.
7. We will send an official confirmation acceptance of your booking to you in writing via email only.
8. The Hirer shall only be entitled to use the parts of the AGP hired, and We reserve the right to let any other portion of the AGP for any purpose at the same time.
9. Hiring the Premises does not entitle The Hirer to enter or use them at any other time other than the Hire Period booked and confirmed unless you arrange this with the AGP Designated Officer beforehand. This includes setting up and dismantling equipment.
10. Suitable footwear and clothing should be worn whilst on The Premises. Footwear should not mark, scratch or dent the flooring. Damage can often be caused by footwear such as studded boots, or high heels. The Hirer will be responsible for any damage caused by footwear during the Event.
11. As the AGP is not registered as food Premises, food or drink should not be sold or made as part of the hire.
12. Events should not be publicly announced or advertised to take place until We have confirmed the booking in writing.
13. We may request that imagery from your Event be used to promote The AGP. We will only use any imagery with written consent from The Hirer.

**Charges and Payments**

1. Bookings will be confirmed in writing by the Designated Officer.
2. Payment terms will be agreed in advance — typically payment are required per session in advance, unless a longer-term agreement is in place.
3. Late payment may result in termination of the agreement.
4. The minimum booking time is one hour. The Premises must only be occupied at the time specified on the booking form and it is the responsibility of The Hirer to ensure that the number of people within the AGP doesn’t exceed fire safety regulations. This is for safety and insurance purposes. The Hirer must make sure that the Premises are not left unsecured following their booking. Everyone must have vacated the AGP by the time which has been specified on the booking form otherwise you may be charged an additional fee.

**Premises and Equipment**

1. The Hirer is responsible for leaving the Premises in the same condition as at the start of the hire period unless agreed amendments are noted.
2. Hirers must ensure the site is left clean, tidy, and free of litter. All equipment brought onto site must be removed.
3. No alcohol, smoking, vaping, or any other tobacco product is allowed on the Premises. Smoking or vaping is only permitted away from the AGP, which includes it’s outdoor spaces and pathway.
4. Any decorations, erection of structures, structural alterations or modifications to the Premises must have prior written approval.
5. Any Premises concerns should be reported immediately to the Designated Officer.
6. CCTV is in operation on site for the purpose of security and safety.
7. The use of inflatables inside the AGP is forbidden.
8. The Hirer must not under any circumstance fix, screw, or nail anything into the AGP walls or floor. If you wish to put up signage, notifications or advertisements, please seek confirmation from the Designated Officer. The Hirer must not act on any agreements in relation to this without the Designated Officer’s consent in writing beforehand.

**Insurance and Indemnity**

1. Hirers must ensure they have adequate insurance to cover their activities and damage to the AGP, including fencing, turf, ground and equipment.
2. Organisations, including voluntary run groups, must provide a copy of The Hirer’s insurance to the Designated Officer for the Hire period.
3. The Hirer is responsible for ensuring adequate safeguarding procedures are in place if working with children or vulnerable adults.
4. We will not be liable for any loss or damage to personal property or equipment belonging to or under the control of The Hirer.
5. The Hirer is liable for any damage caused by their activities to the turf, fencing, floodlighting, or nearby property, including from types of footwear which are likely to cause damage to the turf.

**Supervision and Behaviour**

1. The Hirer must provide enough competent officials or stewards to supervise the Event. You must make sure you adequately supervise and control children and young people attending the Event in accordance with the Children’s Act 1989.
2. Any regulated activities on the Premises must first obtain the written agreement of the Management Committee, which will require that the relevant provisions adhere to the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, and that any conditions required by the Office for Standards in Education (OFSTED) or by the local Safeguarding Boards / Social Services Department (as appropriate) and local authority are complied with before giving such permission.
3. The Hirer is responsible for all persons involved in supervising the Event and ensuring that they are suitable, competent and suitably trained. In particular, The Hirer should consider having persons involved with organising or supervising your Event checked through the Disclosure and Barring Service (DBS) if your Event involves children and/or vulnerable adults and those persons are likely to be directly in contact with the children and/or vulnerable adults.
4. The Hirer is responsible for ensuring that the officials who attend the Event understand the health and safety regulations, fire and other emergency procedures and know where the nearest fire exits are. A copy of the AGP’s evacuation procedures are displayed in the AGP.
5. The Hirer must arrange suitable first aid cover at the Event and The Hirer is responsible for providing a First Aid Box for their group.
6. The Hirer is responsible for ensuring that no damage is caused to the AGP, its contents, or surrounding areas as a result of their hire.
7. Foul language, anti-social behaviour, or illegal activity will result in termination of the hire.
8. The AGP should not be used for anything which may be illegal or may be or become a nuisance or annoyance to neighbouring properties.
9. Nothing shall be done on or in relation to the Premises in contravention of the law relating to betting, gaming and lotteries and the persons or associations responsible for functions held in The AGP shall ensure that the requirements of the relevant legislation are strictly observed.

**Entertainment**

1. The Premises does not hold a music or TV licence. Any events must adhere to applicable licensing laws.

**Feedback, Queries & Reporting**

1. Faults, damage, or complaints must be reported to the Designated Officer within 24 hours.
2. Any safeguarding concerns that arise during the event must be reported immediately to the venue management and, where appropriate, to local safeguarding authorities or the police.
3. If The Hirer has a complaint, you should contact Designated Officer to discuss your issues as soon as possible. The Hirer may be requested to confirm your complaint in writing at your earliest opportunity.
4. We welcome comments or observations that you may have about your hire so that we can improve the service on offer.

**Break Clause**

1. We may at any point cancel future hire with immediate effect, if the Hirer is deemed to have breached the lease, or undertaken illegal activity.
2. We, or the Hirer, may cancel future hire at any point. In this instance, We or the Hirer should give notice at the earliest possible point.
3. Break Clause. Either party may terminate this agreement by providing no less than 30 days written notice. In cases of material breach or illegal activity, the agreement may be terminated immediately with written notice.

**Entry to Inspect**

We reserve the right to carry out inspections of The AGP and carry out safety checks as required.

# Additional Legal Clauses

**Governing Law and Jurisdiction:**
This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

**Data Protection:**
Both parties agree to comply with all applicable data protection laws including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

**Variation Clause:**No variation or amendment to this Agreement shall be effective unless made in writing and signed by both parties.

**Dispute Resolution:**
In the event of any dispute arising under this Agreement, the parties agree to attempt to resolve the matter through negotiation or mediation before pursuing court action.

**Limitation of Liability:**Neither party shall be liable to the other for any indirect or consequential loss. Liability for direct loss shall be limited to the total hire fees paid under this agreement as of the date of the event giving rise to the claim.