

TERMS AND CONDITIONS

Hire a Sports Pitch for Matches

1. HIRE A SPORTS PITCH

Applications to hire Sports Pitches for matches must be made using the *Sports Pitch Booking form* found at www.scotborders.gov.uk/sportspitches. A booking form will be required for each match.

- You must provide a contact name along with the name of the group/ club, address, telephone number and email address.
- The cut-off time for submitting a Sports Pitch Booking form for a match is 5 days before the date of hire on a Sunday and 4 days all other days
- A Risk Assessment and proof of Public Liability Insurance for a value of £10 million is required on an annual basis. You must submit these at the time of booking or before your first match.

Please note that we are unable to confirm bookings until we have approved your Risk Assessment and proof of Insurance.

Submitting a booking form for a Sports Pitch hire for matches does not constitute an acceptance of the booking. The Sports Pitch is not hired until you have received written confirmation from Scottish Borders Council.

2. CHARGES AND PAYMENT

- Scottish Borders Council will confirm the amount to be paid and payment must be made before the match.
- Scottish Borders Council review charges annually as part of the budget setting process. Any changes take effect from the start of the financial year on the 1st April. The charge appropriate to the date of hire will apply, irrespective of the date of confirmation.

3. CONFIRMATION OF HIRE OF SPORTS PITCH

- You will receive confirmation of your hire in writing, usually by email.
- The Pitch will be checked for line marking requirements when your hire is confirmed.
- Sports Pitches are allocated on a first come first served basis, however once a hire has been confirmed the use of the pitch will be guaranteed*.
**Unless a team who has not booked are using the pitch. In this case, please contact us during working hours and provide as much information as possible.*
- Hires are subject to spot checks and teams playing without confirmation will be charged twice the individual rate to cover Scottish Borders Council costs, and may be subject to a ban from making any further hires.

4. VAT EXEMPT

- Hire of the pitch is VAT exempt.

5. CANCELLATIONS AND FEES

- Scottish Borders Council will charge the full fee for bookings cancelled by the hirer unless the pitch is unplayable.
- The hirer will be liable for the full cost of the hire for any booking cancelled by Scottish Borders Council due to a failure of the hirer to comply with the Terms & Conditions.
- The Council reserves the right to cancel games if we deem pitches are unsuitable for play and will contact the hirer no later than 3.00pm on the day before the game.
- Scottish Borders Council reserves the right to refuse or cancel bookings.

6. USE OF LOCATION

Conduct

- The hirer will be liable for the actions of all participants and spectators during the hire period.
- To ensure compliance with these guidelines each pitch hire must be supervised by a designated person who will be responsible for the overall control of the hire and in particular, for taking control in the event of an emergency. Hirers are required to nominate the person who will act in this capacity. This individual must be present throughout the duration of the booking.
- The hirer must ensure compliance with the terms of the [Protection of Vulnerable Groups \(Scotland\) Act 2007](#) This is relevant to any let involving children, young people under the age of 18 and/ or vulnerable adults.

Loss, damage or injury

- The hirer shall indemnify the Council against all actions, claims, costs, liabilities and proceedings arising out of the hirer's use of the Sports Pitch during the term of the hire.
- The hirer will be responsible for any damage to the premises and equipment by the hirer, or any person participating in the hire. Any alterations or damage to the premises, fixtures, fittings, equipment, furniture or other contents, will be charged in full to the hirer.
- Scottish Borders Council is not liable for any damage or loss of property brought to, or left in the premises, or the premises car park.

7. GENERAL CONDITIONS

- Scottish Borders Council will ensure whenever possible the sports pitches are fit for purpose and meet the sport's governing bodies' recommendations.
- Users are entitled to a sports pitch that complies with the Council standard for pitch maintenance i.e. with clearly visible line markings and grass cut evenly and to a height appropriate to the sport/ activity for which the pitch is designed.
- Scottish Borders Council will routinely carry out grass cutting, marking and goal maintenance of all grass pitches.
- Users must not play or train on waterlogged grass pitches.
- Goal nets, flags and all other playing equipment are to be provided by the teams/ clubs and not Scottish Borders Council.
- Goal nets, flags and all other playing equipment must be erected and removed by the teams.
- Only materials approved by Scottish Borders Council should be used to mark lines.
- The hirer is responsible for leaving the Sports Pitch in a clean and tidy state. Failure to remove items of rubbish, decoration or other such items upon request may result in these items being disposed of by us, the cost of which will be levied against the hirer.
- The hirer shall ensure that motor vehicles are not parked in such a way as to obstruct the entrance or exits to and from the Sports Pitch areas. Scottish Borders Council accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.
- The storage of any items at the location either prior to the hire or after, is not permitted without Scottish Borders Council's consent.

8. HEALTH AND SAFETY

- A Risk Assessment and proof of Public Liability Insurance for a value of £10 million is required on an annual basis. You must submit these at the time of booking or before your first match.
- The hirer is responsible for the health and safety of participants in managing and supervising the activity designated in the booking.
- The stability of goal posts and crossbars must be checked by a responsible member of the club prior to use

9. FIRST AID

It is the responsibility of the hirer to arrange for first aid equipment and personnel for the duration of the hire.

10. COMMENTS and COMPLAINTS

We are committed to providing a quality customer service. All comments, suggestions, compliments or complaints should be submitted using the appropriate form on the website

[Comments, suggestions and compliments | Scottish Borders Council \(scotborders.gov.uk\)](#)

11. YOUR INFORMATION

The Privacy Notice for Pitch bookings shows you how we will use your information.