



MALVERN TOWN COUNCIL

FOOTBALL PITCH POLICY

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This policy is to be read in conjunction with the Council's conditions of hire and use.

1. The Council will provide the same standard of football pitch and facilities in Victoria Park, Dukes Meadow and Lower Howsell.
2. No football club will be offered better facilities than another.
3. The Council will provide basic football pitches:
 - Level pitch - cut, spiked and harrowed on a regular basis
 - Changing facilities with showers
 - Council staff attendance to open, close and clean pavilions and surrounding areas.
 - Standard charge throughout the town
 - The Council will provide goalposts, nets and flags
 - Football teams to put up the nets and flags provided
 - The Council does not provide floodlights, stadia, dugouts, or touchline ropes/railings
 - The pitches will be marked to FA specification
 - The Council reserves the right to withdraw football pitches for reasons of poor weather conditions
 - The Council reserves the right to refuse play to any team who are obstructive and or abusive to any members of the Council's staff or Councillors
 - The football season will start on the first Saturday in September each year and will end on the second weekend in May each year
4. The Council will seek to promote the use of sports pitches and involvement in sport by the local community.
5. The Council will review and identify potential areas for improvement and increased value for money in relation to expenditure.
6. The Council does not provide Football League facilities at any of its Recreation Grounds.
7. The Council does not permit football teams or others to sell refreshments of any kind without a Council permit.

MALVERN TOWN COUNCIL FOOTBALL AGREEMENT

CONDITIONS OF HIRE AND USE OF LAND AND FACILITIES

The facilities in Victoria Park, Dukes Meadow and Lower Howsell are provided and maintained by the Town Council for enjoyment by the general public. All users are asked to respect and care for the facilities, which are financed chiefly from the precept levied by the Town Council on the residents of Malvern.

1. Season dates and pitch allocation

- 1.1. The football season will start on the first Saturday in September each year and will end on the second weekend in May.
- 1.2. Games must be played within the season limits unless specifically approved by Council Officers. In the event of cancellations during the season leading to an overrun of scheduled fixture dates, midweek fixtures may be possible towards the end of the season at the discretion of Council Officers.
- 1.3. Whilst every effort will be made to ensure that teams are able to play at their allocated site, the Council cannot guarantee a specific pitch allocation and pitches will be allocated by the Council on a weekly basis.

2. Booking system

- 2.1. The applicant must provide the names and telephone number of the Fixtures Secretary and a second club official that can be contacted between 9am and 5pm Monday to Friday. The Council will use these names in the event of problems or cancellation of fixtures. The applicant must also provide the name and address of the Treasurer of the club to whom all invoices will be directed.
- 2.2. The applicant must provide the name of the football league in which the club will be playing as well as a contact name and number for this league.
- 2.3. Fixtures should be confirmed no later than noon on the Tuesday before each proposed game, and fixtures received later than this may not be honoured. The Council cannot guarantee to accommodate all bookings but will use its best endeavours to make available alternative Council facilities in the event that the preferred booking is not available.
- 2.4. All fixtures must be requested by email to dpowell@malvern-tc.org.uk. No fixtures will be accepted over the telephone.
- 2.5. Email confirmation of all fixtures will be given on receipt of fixtures. This confirmation should

be obtained and kept as proof of the booking.

3. Invoicing

- 3.1. Applicants wishing to book for an entire season will be invoiced in two instalments. Instalments will be invoiced in August (for pitches booked September to December) and in December (for pitches booked January until May).
- 3.2. The first instalment must be paid by 31 August and the second instalment no later than 31 December. Failure to pay football fees by the date stated will result in the immediate suspension of games until the outstanding debt is paid.
- 3.3. Payment of accounts must be made by cheque (payable to Malvern Town Council) or cash at the Town Council Offices.
- 3.4. When a team books facilities for the entire season, they will be liable for the entire season's charges and no refund shall be given should the team withdraw from the league or decide to no longer use the facilities.
- 3.5. The applicant is responsible for the payment of all hire charges being made to the Council on demand. Any late payment of fees or late changes to booking details will incur an administration fee of £30.00.

4. Cancellation procedure

- 4.1. Pitch inspections will be carried out on Friday mornings to determine if the pitches are fit to play for the forthcoming weekend. The authorised Council Officer will decide whether or not a pitch is suitable to play and this decision will be final.
- 4.2. The hirer's nominated representatives will be notified of any cancellation on the Friday afternoon prior to weekend fixtures and in the case of the Malvern Football League, the secretary will also be notified of this decision.
- 4.3. The Council may have declared a pitch fit for play on a Friday, but if the weather deteriorates by the time of the match, then the referee in consultation with the club officials will make the final decision as to whether a match will be called off.
- 4.4. When making a decision as to whether to cancel fixtures, the authorised Council Officer will consider not only the state of the weather at that current time but also the effect that may be caused on the long-term state of the pitches over the season.
- 4.5. A hirer wishing to cancel a scheduled booking will be required to contact the Council Offices to give 48 hours' notice of the cancellation.

5. Use of facilities

Football Team Responsibilities

- 5.1. Football teams must show respect and take care of the facilities. Failure to show due care and attention may result in the Council refusing future application for use of the facilities. In these circumstances no refund of monies paid will be considered.
- 5.2. The hirer reserving the pitch shall be liable for any damage to the ground and to the changing room accommodation provided and will be billed accordingly. Any defect or damage discovered or caused must be reported to the Council office on the first working day following a hiring.
- 5.3. Whilst the Council will make best efforts to ensure that the playing surface is free from litter, glass, dog foul etc., it is the responsibility of each football team to carry out a final check on the day of the match and to ensure that the surface is suitable to play on.
- 5.4. No club shall allow any member or person associated with the Team to clean football boots inside the changing rooms or showers. Changing rooms and shower areas should be left in a reasonably clean and tidy condition after every match and training session. Failure to comply with this condition will result in withdrawal of use of facilities and payment to the Council of additional cleaning charges, which will be levied at £20 per hour.
- 5.5. Football Clubs must ensure that the changing room facilities are correctly closed after each match or training session. This includes turning off all lights and taps and removing of any team equipment.
- 5.6. Clubs must play on the pitch allocated and under no circumstances use any other pitch without permission from Malvern Town Council. Facilities must not be used at any other time than the specified hours for which the facility has been hired unless prior arrangements have been made with the Town Clerk or their representative.
- 5.7. No vehicles are to be driven or parked on any grass area.
- 5.8. The club will be responsible for the conduct of the players and supporters and must ensure that during the period of hire no person associated with the Club causes any nuisance, disturbance or annoyance to other users of the Council's facilities or to nearby residents.
- 5.9. All football clubs must comply at all times with all requests of the Council's Nominated Officers. Abuse and/or failure to comply will result in refusal of future applications for use of the facilities.
- 5.10. Smoking and the consumption of alcohol is strictly prohibited on Council land or within

pavilion facilities.

- 5.11. The applicant is responsible for the payment of all hire charges being made to the Council on demand. Any late payment of fees or late changes to booking details will incur an administration fee of £30.00.
- 5.12. The Council does not permit football teams or others to sell refreshments of any kind without a Council permit.
- 5.13. The club and hirers shall ensure that any portable electrical equipment used on the premises shall comply with the Electrical at Work Regulations 1988.

Council Responsibilities

- 5.14. The Council will have football pitches mown and marked out on a weekly basis, the exception being when wet weather and/or poor ground conditions prohibit this. If the Town Council cannot mow the pitches or re-mark them in a particular week, football teams will be notified of this on a Friday morning to allow the club to make a decision as to whether they wish to continue with their weekend fixtures.
- 5.15. The Council will provide basic football facilities as follows:
- Level pitch - cut, spiked and harrowed on a regular basis.
 - Changing facilities with showers.
 - Council staff attendance to open, close and clean pavilions and surrounding areas.
 - The Council will provide goalposts, nets and flags.
 - The Council does not provide floodlights, stadia, dugouts, or touchline ropes /railings.
 - The pitches will be marked to FA specification.
- 5.16. Where changing rooms have been booked along with a sports pitch, the Council will arrange for these to be unlocked 45 minutes before the booked kick off time.
- 5.17. Hot water shall be made available at all changing rooms where showers are provided. All faults should be reported to the Council office on the first working day following a hiring.
- 5.18. The Council will provide nets, flags and posts for use by the hirer. These remain Council property at all times and must be stored in the designated area within the premises. Goal posts will be erected by the Council at the beginning of each season.

- 5.19. The Council will provide a fully stocked first aid kit for use within the facilities.
- 5.20. The Council will accept no liability for the premises not being available for the purpose for which it has been hired and reserves the right to cancel and amend bookings without notice. This includes late opening and/or early closing of the facility.

6. Public liability insurance

- 6.1. The applicant shall indemnify the Council against any loss, claims or damages in respect of death or personal injury (other than death or personal injury caused by the negligence of the Council, by its Officers, Servants or Agents), or loss of, or damage to property arising out of the hire by the applicant of the facility for the purpose of the hire and must take out a policy of insurance for a minimum of £5 million against any claim by the Council or any persons under this indemnity.

7. Alteration of terms and conditions

- 7.1. The Council reserves the right to alter the Terms and Conditions at any time, providing reasonable notice is given to the user.
- 7.2. Failure to comply with the above conditions may result in refusal of future applications for use of the facilities.