

## CONDITIONS OF HIRE OF PITCHES AND FACILITIES

The following Conditions are incorporated in the Contract of Hire set out in this document.

### 1. INTERPRETATION

In these Conditions and on the Platform (as defined below) words importing the singular shall include the plural and words incorporating the masculine shall include the feminine and vice versa and shall where the context so admits have the following meanings:

- 1.1. “the Company” means the business of The Rugby Football Union (RFU) and associated trading companies, their employees, servants and agents.
- 1.2. “the Rugby Club” means the building or site in which the Facilities (as defined below) are situated and shall include the Facilities and any building, grounds and car park to which users of the Facilities may have access.
- 1.3. “the Hirer” means the person(s), club(s) or organisation(s) entering into the Contract with the Company.
- 1.4. “the Platform” means the Company’s online booking system, which enables the Hirer to book the Facilities (defined below).
- 1.5. “the Contract” means the agreement comprised of the Platform and these Conditions
- 1.6. “the Facilities” means any area, space, room, equipment, or service specified on the Platform or otherwise incorporated into the Contract by the Company at the Rugby Club.
- 1.7. “the Hire Period” means the period of hire of the Facilities as specified on the Platform and the Hire Period includes an allowance of 5 minutes in every hour to accommodate any disruption, preparation or set up caused by the transition between Hirers.
- 1.8. “the Hire Charge” means the amount payable by the Hirer to the Company for the use of the Facilities during the Hire Period as specified on the Platform subject to variation under Condition 3.1.
- 1.9. “Block Booking” means a contract for a series of Hire Periods.
- 1.10. “Ordinary Booking” means a contract for a single Hire Period.

### 2. APPLICATIONS, CORRESPONDENCE, NOTICES ETC.

All applications for hire must be made through the Platform or, at the request of the potential hirer and agreement by the Company, through email directly with the Company. The Company reserves the right to refuse any application and shall not accept any person under 18 years of age as a Hirer. The Hirer may be required to demonstrate that they operate an equal opportunities policy.

### 3. CHARGES AND FEES

- 3.1. The Hire Charge shall be as stated on the Platform save that the Company may on written notice to the Hirer, vary or increase the Hire Charge at any time before the commencement of a Hire Period and notwithstanding that payment of the Hire Charge has been made and accepted.
- 3.2. If the Hire Charge is increased pursuant to Condition 3.1, the Hirer shall be entitled to terminate the Contract upon giving to the Company written notice to that effect within seven days of receiving notice from the Company of the Hire Charge increase and all relevant Hire Charges paid shall be refunded to the Hirer.
- 3.3. If the Hirer continues to use the Facilities or otherwise interferes with or prevents the full use thereof by the Company after the Hire Period or if the Hirer interferes with or prevents the full use of any other facilities at the Rugby Club before, during or after the Hire Period (whether or not in any case such use is in fact required) additional sums shall be payable to the Company upon demand for each hour or part thereof not included in the Hire Charge at the same rate as the Hire Charge in respect of the Facilities and at the standard rate for the time being of the Company in respect of any other relevant facilities.

- 3.4. If the Hirer, by continuing to use the Facilities after the Hire Period or by any other means, prevents or interferes in any way with the use or enjoyment by any person of any facilities at the Rugby Club, the Hirer shall be liable to pay the Company on demand an amount equal to any injury, loss, damage or expenditure suffered or incurred by such person arising therefrom.
- 3.5. A fee determined by the Company for the time the Facilities are used shall be paid to the Company by the Hirer for all persons entering upon or using the Facilities during the Hire Period unless: the Contract provides otherwise; the person is a member of the Rugby Club; the person is part of any initiative run by the Company; or the person is authorised by the Rugby Club or the Company to use the Facilities.
- 3.6. Tickets in respect of the Facilities may not be sold by or on behalf of the Hirer without the written permission of the Company.
- 3.7. The Hirer shall not be permitted to charge for admission to the Facilities unless the ultimate application of all such charges has been notified in writing to the Company before the date of the Contract.
- 3.8. All advertisements, posters, notices, circulars, correspondence, commercials and other materials publicising the event or function in respect of which the Facilities are being hired shall state or otherwise clearly indicate the ultimate destination of all charges.
- 3.9. Payment for all bookings must be made via the Platform at the point of booking or within 48 hours following a reservation. Any reservations that remain unpaid after this period will be automatically cancelled and the hours will be released for other users to book.

#### **4. ORDINARY BOOKINGS, PAYMENT OF CHARGES, CANCELLATIONS.**

- 4.1. If the Hirer fails to pay the whole of the Hire Charge in accordance with Condition 3.7.2 and any fee in accordance with Condition 3.5, the Company shall be entitled to treat the Contract as being at an end and in any such case any deposit paid shall be forfeited and become the property of the Company and the Company will not be liable for any injury loss or damage to the Hirer arising therefrom.
- 4.2. The Company may cancel or amend any booking made on the Platform by giving such notice to the Hirer no less than 48 hours in advance of the beginning of the Hire Period.
- 4.3. All bookings will be subject to our 4 week cancellation policy. Any bookings cancelled more than 4 weeks from the start date will receive an 80% credit refund. Any booking cancelled less than 4 weeks from the start of the booking will receive a 0% credit refund. There will be no cash refunds.
- 4.4. No booking shall be transferable without the consent of the RFU.
- 4.5. Due to limited provision, changing facilities are subject to availability. The RFU and the Host Club cannot guarantee changing provision will be available for your booking, so Hirers are advised to confirm well in advance of your session that changing provision will be available if it is critical to your session.
- 4.6. If the changing provision is used, no items may be left in the changing areas as others will be using it. You are therefore advised to bring any possessions to the side of the pitch or to leave them in a designated vehicle. No liability is accepted by the RFU or the Host club for any items that are lost, stolen or damaged whilst using the AGP.

## **5. PAYMENT FOR CLEANING AND ADDITIONAL FACILITIES**

- 5.1. Additional facilities, equipment, or services provided or made available to the Hirer at the request of the Hirer but not included in the Contract (whether used by the Hirer or not) will be payable on demand and in any event (unless the demand provides otherwise) before the relevant Hire Period.
- 5.2. The Hirer shall ensure that all parts of the Rugby Club (including the facilities, common parts, changing rooms, toilets and showers) are left clean and tidy and to the reasonable satisfaction of the Company and the Hirer shall pay to the Company (or hold back any deposit) on demand any additional cleaning costs arising as a result of the Hirer failing to do so.
- 5.3. The Company reserves the right to apply preferential Hire Charge rates to any Hirer at its complete discretion. The Hirer will only be able to access preferential rates for rugby activity and will be subject to the full rate of hire for all other activities.

## **6. WITHDRAWAL OF FACILITIES**

- 6.1. The Company reserves the right to close or prohibit the use of any of the Facilities or any part of the Rugby Club if it considers the same to be unfit or unsafe for use or there is some other good reason why they should not be used for the purpose(s) for which they are hired or are being used.
- 6.2. If the Company exercises in relation to the Facilities the right reserved under Condition 6.1 a pro rata refund of or allowance against the Hire Charge shall be made to the Hirer but the Company shall not be liable to the Hirer for any loss, damage, actions, claims and proceedings arising from the exercise of its rights by the Company.

## **7. SUPERVISION AND CONTROL**

- 7.1. The Company reserves the right to staff and supervise the use of the Facilities at the Hirer's expense.
- 7.2. The Company reserves the right to refuse to admit to the Facilities of the Rugby Club any person whose presence is considered by the Company at its own discretion to be undesirable and the right to require any such person to leave the Facilities or the Rugby Club.
- 7.3. It is the responsibility of the Hirer to ensure all applicable safeguarding requirements have been fulfilled and any necessary procedures are in place.

## **8. LIABILITY OF PARTIES, INDEMNITY, INSURANCE**

- 8.1. The Hirer shall indemnify and keep indemnified the Company against all injury, loss, damage, claims, actions, costs and proceedings in connection with or in any way arising out of the Contract or the use of the Facilities (save for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation) and the Rugby Club shall secure the due performance of this indemnity by taking out and maintaining throughout the subsistence of the Contract such policy or policies of insurance (with an ideal minimum indemnity cover of £5million per incident) as shall be at the discretion and approval of the Company.
- 8.2. Before the commencement of the Hire Period (or the first Hire Period) the Hirer shall effect comprehensive insurance with a reputable insurance company against any liability to third parties which he, or any person or party under his control or for whom he is responsible may incur in connection with or in any way arising out of the Contract or the use of the Facilities and the Rugby Club shall produce to the Company on demand (whether before or after the commencement of a Hire Period) satisfactory evidence of such cover.
- 8.3. The Company shall not be liable for any injury, loss, damage claims, actions, and proceedings howsoever arising from the Contract or from the use of the Facilities or from any act or omission of the Hirer or any other person save that this Condition will not exclude the Company's liability for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation.
- 8.4. The Hirer shall pay to the Company (or the Company hold back any deposit) on demand the cost of repairing or making good any damage (fair wear and tear excepted) to premises, fixtures or fittings caused by the Hirer or by persons using the Rugby Club pursuant to the Contract.
- 8.5. If there are two or more persons designated by the expression "the Hirer" all obligations or strictures on the part of such persons under the Contract are deemed to apply jointly and severally.

## **9. MAXIMUM NUMBER OF PEOPLE AND USE OF FACILITIES**

- 9.1. The maximum number of persons to use or watch or be present at the use of the Facilities shall be at the absolute discretion of the Company taking into account all circumstances considered by the Company to be relevant (such as the nature of the

Facilities, the time and period of hire, available car parking, other contemporaneous activities at the Rugby Club, available toilet or medical facilities).

- 9.2. If the Company considers that the Hirer is not making full use of the facilities the Company reserve the right (without making any refund) to re-allocate any unused parts thereof.
- 9.3. The Hirer must provide sufficient, suitable, capable and qualified stewards to be agreed with and identified to the Company prior to the event commencing.

#### **10. SAFETY AND OTHER REGULATIONS, LICENCES, CONSENTS, ETC.**

- 10.1. The Hirer shall conduct themselves in an orderly and well-behaved manner and conform in all respects to any regulations or byelaws which govern the use of the Rugby Club for the time being and shall ensure that all other persons using or present at the Facilities pursuant to the Contract do likewise.
- 10.2. The Hirer shall obtain and renew as necessary (and produce to the Company upon demand) any licences, qualifications, safeguarding requirements, consents or permission required by law or recognised governing body for the performance of the Contract and shall comply with the terms thereof and with all statutory requirements and other legal obligations relevant to the Contract.
- 10.3. The Contract shall not constitute any licence, consent or permission required of the Company for compliance with Condition 10.2. Any such licence, consent or permission must be separately applied for and obtained.
- 10.4. By virtue of the Contract the Company grants the Hirer as owner (or as the person entitled to immediate possession) of the Rugby Club, licence to use the Facilities for the Hire Period, such licence is personal to the Hirer (and is not transferable) but confers no further right or interest in the Rugby Club to the Hirer.
- 10.5. The Hirer shall ensure that all fire exits and corridors remain unobstructed throughout the Hire Period and are left unobstructed.
- 10.6. The Hirer shall make themselves available to receive details of the Rugby Club's emergency action plans and comply with those plans at all times.
- 10.7. The Hirer may be required to provide appropriate evidence of risk assessments and other relevant health and safety documentation required to perform the event and related activities.
- 10.8. The Hirer shall ensure that the relevant requirements set out under the Children's Act or similar related legislation and guidelines (e.g. Police checks, Ofsted, DHSS etc.) are met and available for inspection by the Company on request.

#### **11. PROHIBITED ACTIVITIES**

- 11.1. No food or drink (other than as required under a specific medical condition) shall be brought into or consumed at the Rugby Club without prior written consent of the Company. Application for such consent shall be considered only if made not less than 14 days before the relevant Hire Period commences and if accompanied by full details of the proposed arrangements.
- 11.2. The public address system at the Rugby Club shall not be used unless the Company agreed otherwise and the Hirer shall in any event ensure that no alterations are made thereto.
- 11.3. No bicycle, perambulator or any other thing on wheels (other than a wheelchair for the use of a disabled person) shall be brought into the Rugby Club without prior written permission of the Company.
- 11.4. No dogs or other animal except a guide dog being used by a person with a disability shall be brought into the Rugby Club without written permission of the Company. A person exercising control of a dog in the Rugby Club shall comply with any directions given by or on behalf of the Company.
- 11.5. No games of chance, sweepstakes, lotteries nor any other form of gambling shall take place at the Rugby Club without the prior consent in writing of the Company provided that this condition shall not apply to any gaming machines installed at the Rugby Club by the Company for use by persons attending the Rugby Club.
- 11.6. Save for mobile telephones which incorporate a camera, no cameras of any kind (including those designed for still, cinematic, or video film) or other photographic equipment shall be brought into the Rugby Club without prior written permission by the Company.

11.7. No sound or visual broadcasting or filming rights or options shall be granted by the Hirer or any agreement made by the Hirer with a third party in respect thereof without the prior written consent of the Company. The Company reserves the right (before or after giving consent) to be a party to any negotiations and any agreement involving the Hirer and a third party. The consent of the Company shall in the absence of express words to the contrary be conditional upon the Company receiving such publicity benefits as shall be agreed and such part of any income arising in respect of the said rights or options as shall be agreed and if all such matters as to publicity and income are not agreed before the commencement of the relevant Hire Period three quarters of all income of the Hirer his agents or nominees arising from such rights or options or from any agreement in respect thereof shall be paid to the Company forthwith.

11.8. The Hirer shall not make or permit to be made any alterations to the Rugby Club nor shall he fix or cause to be fixed any apparatus, equipment, notice or decoration without the previous written permission of the Company.

## **12. ENVIRONMENTAL SENSITIVITY**

The Hirer is required to make every effort to minimise the impact of their hire on the local environment. This is achieved by requesting that Hirers, subcontractors, stewards and guests enter and exit the buildings in an orderly fashion, minimising noise and litter disruption whilst following specified traffic management routes.

## **13. ARTIFICIAL GRASS PITCH**

13.1. Footwear that does not comply with World Rugby Regulation 12 and FIFA Law 4 is prohibited on any artificial grass pitch that is part of the Facilities. It is the responsibility of the Hirer to ensure compliance with this requirement.

13.2. The Hirer will be responsible for all players using the artificial grass pitch and will be liable to pay for any damage to the playing surface. Continued abuse of this Condition will result in the Hirer's booking(s) being cancelled without refund.

13.3. The Hirer must ensure that they have read and acted upon, to a reasonable degree, the health and safety guidelines set out by the relevant National Governing Body. In the case of the Company these are set out in the Recommended Minimum Levels of Immediate Care and/or First Aid Cover for Rugby Union Matches and Training (Annex B, p.16).

[http://www.englandrugby.com/mm/Document/General/General/01/31/98/91/RugbySafeFirstAidImmediateCareGuidelines16-17\\_English.pdf](http://www.englandrugby.com/mm/Document/General/General/01/31/98/91/RugbySafeFirstAidImmediateCareGuidelines16-17_English.pdf)

13.4. Items such as footballs and rugby balls are not provided. It is therefore the responsibility of the Hirer to ensure such equipment is available.

13.5. Admittance onto the artificial grass pitch is NOT allowed until the allotted starting time and only to the pitch area booked. Unauthorised use of the pitch will be charged at the maximum rate applicable for hiring the artificial grass pitch as determined by the Company.