

# AGENDA SUPPLEMENT



**MEETING VENUE:**

**Council Chamber Council Offices,  
Priory Road, Spalding**

Contact: Lynn Eldred  
Direct Dial: 01775 764626  
e-mail: leldred@sholland.gov.uk  
Date: 5 December 2013

Dear Councillor,

A meeting of the **DISTRICT COUNCIL** will be held in **Council Chamber, Council Offices, Priory Road, Spalding** on **Wednesday, 11 December 2013**, commencing at **6.30 pm** at which your attendance is requested.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'G Rivers', written over a light grey rectangular background.

G Rivers  
Chief Executive

## **AGENDA**

3. Sir Halley Stewart Playing Field Booking Form - To discuss, in light of Counsel's opinion, a revised form for booking the playing field:
  - a) Existing Booking Form (enclosed). (Pages 1 - 6)
  - b) Revised Booking Form (enclosed). (Pages 7 - 12)

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Are Conditions for VAT Exemption met:	Yes	No
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Name and Address of Person Hiring Facility  
(This is the person who will receive invoice)

Tel:

Mobile:

Email:

### **Payment of Fees**

The pitch booking may be paid either in one lump sum on the return of this form, or by four equal instalments if you are booking for a season. If paying in instalments:

- i) The first instalment is a non-refundable deposit of one quarter of the full fee payable on the return of this form.
- ii) Subsequent equal instalments of the remaining balance are due to be paid on the thirty-first day of October, the thirty-first day of December, and the twenty-eighth day of February.
- iii) Please note that if a payment is not received by the due date, the hirer and the team will not be permitted to use the pitch.

### **Alterations to Booking Dates**

It is important for the Club to understand that if any changes are made to the Agreement Form, after written confirmation and authorisation has been sent, the VAT treatment may affect the whole series of sessions and the amount to be paid, as follows:

- If VAT Exemption is approved and then a session is cancelled by the Club, within the series specified on form, and a refund is given, then the Club is liable to pay VAT on all the bookings specified on the form. A separate invoice will be sent to the Club for the VAT due in these circumstances.
- If VAT Exemption is approved and then a session is cancelled by the Club, within the series specified on form, and a refund **not** given, then the VAT Exemption remains and no additional charges will apply.

- If VAT Exemption is approved and then a session has to be cancelled by the Council, due to unforeseen circumstances, and a refund given, then the VAT Exemption remains and no additional charges will apply.
- If VAT Exemption is approved and the Club wants to increase the duration of some of the sessions – VAT will become chargeable on the extra time booked. A separate invoice will be sent to the Club for the additional time plus VAT on that element only.
- If VAT Exemption is approved and the Club wants to decrease the duration of some of the sessions, the Club will be liable for VAT on all the bookings, if the Club is given a refund. In these circumstances a separate invoice will be sent to the Club for the VAT due. If a refund is **not** given then the VAT Exemption remains and no additional charges will apply.
- If VAT Exemption is approved and the Club wants to book an additional session, either within the series on the form or outside of the series, then a separate invoice will be sent to the Club for the additional session plus VAT on that element only.

The Council will determine whether the pitch is playable unless it is a league or cup match and then the referee will decide. In the event of the pitch being unfit, the Council shall not be liable to the hirer of any resulting loss or damage whatsoever.

### **What the Council will provide as part of your booking**

The Council will provide changing facilities within the ground in which the hired pitch is sited. If this is not possible for reasons outside the Council's control or resources, the Council will provide alternative changing accommodation within the general vicinity of the pitch if it is available.

The Council will allow access to the site and unlock the changing accommodation an hour prior to kick-off.

The Council will seek to ensure that the changing accommodation is clean, tidy, well maintained and fit for purpose. The hirer must leave the facility in an equally clean and tidy condition. The hirer is responsible for clearing up and removing any litter and rubbish including biological waste from both the changing accommodation and pitch area.

The Council will be responsible for marking out the pitch and providing goalposts. The hirer will be responsible for providing their flags and corner posts.

### **Damage to the facilities**

You must notify the Council immediately of any damage that has been caused to the site.

In hiring the facility you agree to pay the Council the cost of making good all damage (fair wear and tear excepted) to the pitch, dressing accommodation and all fixtures and fittings, equipment and other property of the Council included in or incidental to the hire.

You must take out your own insurance to the value of £5 million to indemnify (and keep indemnified) the Council against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to any person or persons and/or damage to property caused by, or arising out of, or incidental to, or in any way connected with, the exercise by the team of the use of these facilities.

### **General**

The Council will not accept any liability for loss or damage to any clothes, money, valuables, personal effects or other articles left anywhere on the land or premises subject to this hire agreement.

The hirer will ensure that all reasonable steps are taken to safeguard young people and vulnerable adults and that the hirer complies with the provisions of the Children's Act 2004.

### **Conditions for VAT Exemption \***

Sports and Physical Recreation facilities are charged at the standard rate of VAT, however, a series of sessions booked can be treated as exempt, if certain conditions are met and the booking is to be used by a Club, School, Association or Organisation representing affiliated clubs i.e. a local league. It does not apply to informal groups of persons or commercial organisations.

The Conditions for VAT Exemption must all be met and are as follows:

- Series consists of 10 or more sessions
- Each session is for the same sport or activity
- Each session is in the same place (although different pitch, court, lane is acceptable)
- Interval between each session is at least 1 day (**strict 24 hours** from start time of sessions) **but no more than 14 days**. The duration of each session can vary.
- Series to be paid for as a whole **or** the intention to pay by agreed monthly instalment arrangements, and, there is written evidence (this represents the Agreement Form authorising an intention to use facilities).
- Person to whom facilities are booked have exclusive use during sessions i.e. exclusive use of court not exclusive use of the entire sports hall.

**Declaration**

I agree to hire the facilities on the dates specified and agree to pay the fees as noted above. I also agree to the Terms and Conditions of hire as detailed in this form.

{ If any help is required in completing the Agreement Form then please contact ..... for further assistance}.

Name .....

Position in Team or Club  
.....

Signed (on behalf of the hirer)  
.....

*Please note that pitch bookings can only be accepted from people aged over 18. Where there is any doubt as to the age of the signatory to this agreement a parent or guardian 18 years of age or over will be asked to sign on behalf of the hirer.*

**Please return completed form to:**

{Contact name and address}

Please note that your booking has/has not (delete as appropriate) been accepted. If you have any queries regarding your booking, please contact me. Thank you.

Form verified and authorised by ..... Manager.

Signed:.....

Name:.....

Designation:.....

Date:.....

### **Service Standards: Football Pitches**

1. The Council seeks to maintain all of its football pitches to a standard appropriate for general community use. This may vary from site to site and varies throughout the year.
  - Grass is cut all throughout the year, the frequency varies dependant on need. The area is fertilised each spring and autumn.
  - Vertidrain work is undertaken in the autumn/winter if it is required. Seeding is undertaken in May - June.
  - Selective weed killing - early August time.
  - The area is rolled as needed to deal with divots etc.
2. The pitch is marked out prior to the football season and then it is over marked through the season.
3. Goalposts etc are removed on completion of the football season to storage.
4. The goalposts, fixtures, nets, pitch itself etc are inspected and checked on a weekly basis

### **Service Standards: Cleaning**

1. Cleaning by the Council will be to the whole of the interior of buildings and including, but not limited to, drains, gullies, urinals, toilets, sinks and plug holes. Windows and showerheads will be cleaned on a monthly basis.
2. In respect to the Sir Halley Stewart this clause also refers to the spectator standing and seated areas.



Are Conditions for VAT Exemption met: Yes:  No:

Name and Address of Person Hiring Facility  
(This is the person who will receive invoice)

Tel:

Mobile:

Email:

### **Payment of Fees**

The pitch booking may be paid either in one lump sum on the return of this form, or by four equal instalments if you are booking for a **football** season. If paying in instalments:

- i) The first instalment is a non-refundable deposit of one quarter of the full fee payable on the return of this form.
- ii) Subsequent equal instalments of the remaining balance are due to be paid on the thirty-first day of October, the thirty-first day of December, and the twenty-eighth day of February.
- iii) Please note that if a payment is not received by the due date, the hirer and the team will not be permitted to use the pitch.

### **Alterations to Block Bookings**

It is important for the Club to understand that if any changes are made to the Agreement Form, after written confirmation and authorisation has been sent, the VAT treatment may affect the whole series of sessions and the amount to be paid, as follows:

- If VAT Exemption is approved and then a session is cancelled by the Club, within the series specified on form, and a refund is given, then the Club is liable to pay VAT on all the bookings specified on the form. A separate invoice will be sent to the Club for the VAT due in these circumstances.

- If VAT Exemption is approved and then a session is cancelled by the Club, within the series specified on form, and a refund **not** given, then the VAT Exemption remains and no additional charges will apply.
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- If VAT Exemption is approved and the Club wants to book an additional session, either within the series on the form or outside of the series, then a separate invoice will be sent to the Club for the additional session plus VAT on that element only.

#### **Availability of pitches for sport bookings**

The Council will determine whether the pitch is playable unless it is a league or cup match and then the referee will decide. In the event of the pitch being unfit, the Council shall not be liable to the hirer of any resulting loss or damage whatsoever.

#### **What the Council will provide as part of your booking**

The Council will provide changing facilities within the ground in which the hired pitch is sited. If this is not possible for reasons outside the Council's control or resources, the Council will provide alternative changing accommodation within the general vicinity of the pitch if it is available.

The Council will allow access to the site and unlock the changing accommodation an hour prior to kick-off or booked session.

The Council will seek to ensure that the changing accommodation is clean, tidy, well maintained and fit for purpose. The hirer must leave the facility in an equally clean and tidy condition. The hirer is responsible for clearing up and removing any litter and rubbish including biological waste from both the changing accommodation and pitch area.

The Council will be responsible for marking out the pitch and providing goalposts. The hirer will be responsible for providing their flags, corner posts and any other sports equipment or training aids required during the booking.

### **Damage to the facilities**

You must notify the Council immediately of any damage that has been caused to the site.

In hiring the facility you agree to pay the Council the cost of making good all damage (fair wear and tear excepted) to the pitch, its surroundings, changing accommodation and all fixtures and fittings, equipment and other property of the Council included in or incidental to the hire.

You must take out your own insurance to the value of £5 million to indemnify (and keep indemnified) the Council against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to any person or persons and/or damage to property caused by, or arising out of, or incidental to, or in any way connected with, the exercise by the team of the use of these facilities.

### **General**

The Council will not accept any liability for loss or damage to any clothes, money, valuables, personal effects or other articles left anywhere on the land or premises subject to this hire agreement.

The hirer will ensure that all reasonable steps are taken to safeguard young people and vulnerable adults and that the hirer complies with the provisions of the Children's Act 2004.

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- Series to be paid for as a whole **or** the intention to pay by agreed monthly instalment arrangements, and, there is written evidence (this represents the Agreement Form authorising an intention to use facilities).
- Person to whom facilities are booked have exclusive use during sessions i.e. exclusive use of a pitch, not exclusive use of the entire playing field.

**Declaration**

**I agree to hire the facilities on the dates specified and agree to pay the fees as noted above. I also agree to the Terms and Conditions of hire as detailed in this form.**

**{ If any help is required in completing the Agreement Form then please contact ..... for further assistance}.**

**Name .....**

**Position in Team or Club (if applicable)**

.....

**Signed (on behalf of the hirer)**

.....

***Please note that pitch bookings can only be accepted from people aged over 18. Where there is any doubt as to the age of the signatory to this agreement a parent or guardian 18 years of age or over will be asked to sign on behalf of the hirer.***

**Please return completed form to:**

**{Contact name and address}**

Please note that your booking has/has not (delete as appropriate) been accepted. If you have any queries regarding your booking, please contact me. Thank you.

Form verified and authorised by ..... **Manager.**

Signed:.....

Name:.....

Designation:.....

Date:.....

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1. The Council seeks to maintain all of its football pitches to a standard appropriate for general community use. This may vary from site to site and varies throughout the year.
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  - Vertidrain work is undertaken in the autumn/winter if it is required. Seeding is undertaken in May - June.
  - Selective weed killing - early August time.
  - The area is rolled as needed to deal with divots etc.
2. The pitch is marked out prior to the football season and then it is over marked through the season.
3. Goalposts etc are removed on completion of the football season to storage.
4. The goalposts, fixtures, nets, pitch itself etc are inspected and checked on a weekly basis

### **Service Standards: Cleaning**

1. Cleaning by the Council will be to the whole of the interior of buildings and including, but not limited to, drains, gullies, urinals, toilets, sinks and plug holes. Windows and showerheads will be cleaned on a monthly basis.
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