Parish Council

FOOTBALL AND SPORTS GRASS PITCH HIRE TERMS AND CONDITIONS

Moredon Sporting Hub, Mannington Recreation Ground,
Penhill Recreation Ground and Southbrook

Effective date	01.08.2026
Review date	Annual review, or earlier where legislation, guidance or operations change
Document owner	Head of Operations
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Important: No unauthorised use
Organised matches, training, coaching, tournaments, commercial activity or any other reserved use of a pitch or associated facility are prohibited unless the Council has issued written booking confirmation. Payment, a fixture list, previous use or an informal conversation does not by itself create a booking.

1. Purpose, scope and status

These Terms and Conditions govern the hire and organised use of grass pitches, artificial pitches, changing accommodation and associated sports facilities managed by Central Swindon North Parish Council (the Council) at the sites listed below. They replace the previous General Conditions of Hire for pitch use.

- Moredon Sporting Hub
- Mannington Recreation Ground.
- Penhill Recreation Ground.
- Southbrook

The public may continue to use open recreation grounds for ordinary informal recreation where permitted. However, organised or exclusive use requires a confirmed booking and must comply with these Terms.

A booking is a licence to use the allocated facility for the agreed activity and time. It does not create a tenancy, lease or any right of possession. The Council retains management control of every site.

2. Definitions

Booking: the Council's written confirmation identifying the site, facility, date, time, activity and charge.

Booking period: the time shown in the booking confirmation, including any agreed set-up and clear-down time.

Council: Central Swindon North Parish Council and its authorised employees, agents or contractors.

Hirer: the individual, club, league, school, company or organisation named in the booking confirmation.

Responsible person: an individual aged 18 or over appointed by the Hirer who is present and responsible throughout the booking.

Organised use: a match, training session, coaching activity, league fixture, tournament, event, commercial session or other activity involving planned or reserved use.

Facility: the allocated pitch and any changing room, pavilion, floodlight, goal, equipment, car park or ancillary area included in the booking.

3. Booking and acceptance

- The Hirer and the person making the booking must be aged 18 or over and authorised to bind the organisation.
- A request is not accepted until the Council issues written confirmation. The Council may refuse a request where the activity is unsuitable, unsafe, unlawful, likely to cause nuisance, conflicts with another use, or is not in the public interest.
- The Hirer must provide accurate information about the activity, age groups, expected attendance, governing body or league, equipment, catering, sales, music, alcohol and any other material feature.
- The Hirer must not transfer, share, sublet or resell the booking without prior written approval.
- Any material change requires prior written approval and may result in a revised charge or conditions.
- Seasonal hirers must provide fixture information and promptly notify the Council of changes.
- All bookings, fixtures, training sessions, changes, access requirements and requests for keys, codes, floodlights, changing rooms or pavilion use must be arranged and confirmed in advance.

Staff and the standby officer cannot guarantee access or facilities for non-booked or late-notified use.
- The booking confirmation will identify the facilities included, the permitted activity, access arrangements and any site-specific conditions. A telephone conversation, historic arrangement, fixture publication or payment without written confirmation does not authorise use.

4. No unauthorised use

No person or organisation may mark out, reserve, occupy or use a pitch for organised use without a confirmed booking. This includes use outside the booked time, use of a different pitch, additional teams or sessions, and use following a Council closure.

- The Council may stop the activity, require users to leave, withdraw access codes or keys, and refuse future bookings.
- The Council may recover the applicable hire charge and any reasonable evidenced costs arising from unauthorised use, damage, cleaning, reinstatement or staff attendance.
- Unauthorised use does not give the user priority, exclusivity or any right to continued use.
- Clubs must ensure that coaches, teams, opposition, officials and spectators understand this requirement.

5. Charges, payment and VAT

- Charges are those approved by the Council at the time of booking. The Council will review pitch, pavilion, changing-room, floodlight and associated hire charges at least annually and may increase them for each new financial year or playing season, normally having regard to the Retail Prices Index (RPI), operating costs, market conditions and the Council's approved fees and charges. The Council may apply an increase above or below RPI where it reasonably considers this necessary. Revised charges will not normally be applied retrospectively to a fully paid casual booking, but may apply to future sessions within a seasonal or continuing arrangement where the booking confirmation permits this and reasonable notice is given.
- Casual bookings must be paid in advance unless the Council agrees otherwise in writing.
- Seasonal or block bookings must be paid by the due dates stated on the invoice or agreed instalment plan.
- The Council may suspend or cancel bookings where sums are overdue.
- VAT will be applied in accordance with the law and HMRC rules in force at the time. A series or block booking is not automatically VAT-exempt merely because it contains ten or more sessions.
- The Hirer is responsible for any licence, permit, governing-body fee or other cost connected with its activity.

6. Insurance and evidence

- The Hirer must maintain public liability insurance with a limit of indemnity of at least £10 million for any one occurrence, or another amount expressly approved or notified by the Council following a proportionate assessment of the activity.
- Evidence must be supplied before first use and whenever requested. Cover must remain valid for the entire period of hire.
- The Council may also require evidence of employer's liability insurance, professional indemnity insurance, governing-body affiliation or other relevant cover.
- The Hirer must ensure that coaches, contractors, traders and activity providers engaged by it are competent and appropriately insured.

7. Allocation, access and booking time

- The Hirer may use only the facility and period shown in the booking confirmation.
- Set-up, warm-up, post-match activity, changing, cleaning and departure must take place within the booking period unless otherwise agreed.
- The facility must be vacated no later than 30 minutes after the booked playing period, but this does not extend the paid booking time.
- Keys, access cards and codes remain Council property. They must be protected, must not be copied or shared beyond authorised persons, and must be returned when required.
- The Hirer is liable for reasonable replacement, locksmith and security costs caused by loss, misuse or disclosure.
- Council representatives may enter any part of the facility at any time for safety, inspection, maintenance or management purposes.
- The Council operates a standby officer arrangement outside normal office hours to assist with urgent operational problems affecting an authorised booking, including agreed access difficulties, building alarms, loss of essential services or serious defects. The standby officer is not a booking service and cannot authorise non-booked use, extend bookings or guarantee an immediate remedy.
- The standby contact number is 01793 466499 unless a different number is stated in the booking confirmation or site information sheet. Non-urgent matters must be reported during normal office hours.

8. Pitch condition, inspection and closure

The Council may inspect and close a pitch or facility where it considers use unsafe, likely to cause excessive damage, required for maintenance, affected by weather, or otherwise unavailable. A Council closure is final and overrides the view of a referee, league, club or participant.

- The Hirer must make a proportionate pre-use check of the playing surface, run-off areas, goals, nets and immediate surroundings.
- Play must not start, or must stop, where there is a significant hazard such as unstable goals, holes, standing water, ice, exposed debris, damaged fencing, unsafe lighting or contamination.
- Hazards must be isolated where practicable and reported promptly to the Council.
- A referee or responsible person may decide that a pitch is unsuitable for the proposed activity, but may not overturn a Council closure.
- Use of a closed pitch is unauthorised and the Hirer may be charged for damage or reinstatement.
- The Hirer must monitor conditions before and during use and suspend or cancel activity where lightning, extreme heat or cold, high winds, flooding, snow, ice, poor visibility or another condition creates an unacceptable risk. Council instructions and applicable governing-body guidance must be followed.
- Where thunder is heard or lightning is seen, play must stop immediately and users must move to a suitable place of safety. Play may resume only when the responsible person is satisfied that it is safe and any applicable governing-body waiting period has elapsed.

9. Goals and sports equipment

- Goals must be assembled, anchored, secured, moved and stored only in accordance with the manufacturer's instructions and relevant governing-body guidance.
- Portable goals must never be used unless securely anchored or fitted with an approved weighted back bar.
- No person may climb, swing or hang on goals, crossbars, nets, fencing or floodlight structures.

- Metal cup hooks, homemade goals, altered goals or visibly defective equipment must not be used.
- Only trained or competent adults may move goals. Safe systems of work and enough people must be used.
- The Hirer must not bring goals, training structures, inflatables, marquees or other substantial equipment without written permission.
- The Hirer remains responsible for its own balls, cones, bibs, medical equipment and other property.
- Goals must be appropriate to the age group and format of football being played. Any goal or substantial sports equipment supplied by the Hirer must meet the applicable British or European standard, be approved by the Council in advance and be visually checked before use.
- Nets must be secured using safe proprietary fixings or another approved method. Metal cup hooks and improvised sharp fixings are prohibited.

10. Artificial grass pitch requirements - Moredon Sporting Hub

- Only clean footwear permitted by the Council's site signage and the surface manufacturer's requirements may be worn. Metal studs, footwear with damaged or exposed fixings, muddy footwear and any footwear likely to damage or contaminate the surface are prohibited.
- Food, chewing gum, glass, smoking, vaping and unauthorised drinks are prohibited on the playing surface.
- Only water in suitable non-glass containers may be taken onto the surface unless the Council agrees otherwise.
- No sharp objects, confetti, powders, paint, tape, stakes, wheeled vehicles or equipment likely to contaminate or damage the surface may be used.
- Floodlights are not to be used without prior authorisation.
- Gates must remain closed during play. Spectators and substitutes must stay in designated areas.
- Damage, contamination or loss of infill must be reported immediately. The Hirer may be charged for specialist cleaning or repair caused by its use.

11. Hirer's operational responsibilities

- Appoint and provide a responsible person who remains on site throughout.
- Before first use, the Council will make the current relevant site or pavilion risk assessment available to the Hirer, normally electronically or through the booking information. The Hirer must ensure that the responsible person has read it, understood the Council controls relevant to the booking, and communicated applicable information to coaches, officials, volunteers and other users.
- The Council risk assessment does not replace the Hirer's duty to prepare and implement its own suitable activity-specific risk assessment, dynamic assessment and emergency arrangements.
- Supervise participants, officials, coaches, volunteers, spectators, contractors and visitors connected with the booking.
- Control admission and numbers, provide suitable stewarding where required, and prevent access to plant rooms, stores and unauthorised areas.
- Comply with the rules and safety guidance of the relevant national governing body, league and County FA.
- Prepare a suitable activity risk assessment and emergency plan, proportionate to the activity and attendance.
- Ensure ambulance and emergency-service access routes, gates, turning areas and rendezvous points remain clear at all times. The Hirer must know the route relevant to its allocated pitch or pavilion and must not rely only on a postcode when directing emergency services.

- The responsible person must have the Council's site information sheet available throughout the booking. This will include the site address, emergency vehicle route, access gate or rendezvous point and the Council-verified What3Words location. Where the booking confirmation gives a pitch-specific location, that location takes precedence over the general site entry listed in Schedule 1.
- Stop unsafe, unlawful, discriminatory, abusive or disorderly conduct.
- Follow all reasonable instructions given by Council staff or authorised contractors.

12. First aid, emergencies and incident reporting

- The Hirer must assess and provide suitable first-aid arrangements for the activity, including adequately trained persons and accessible first-aid equipment.
- The responsible person must know the site address, Council-verified What3Words location, emergency vehicle route, access gate or rendezvous point, assembly point and the location of any automated external defibrillator made available at the site. This information must be checked before activity starts.
- A charged mobile telephone or other reliable means of raising the alarm must be available.
- The Hirer must call 999 where appropriate and must not delay emergency assistance while attempting to contact the Council on 01793 466499.
- All accidents, near misses, damage, violence, safeguarding concerns and emergency-service attendance must be reported to the Council as soon as practicable and, for serious incidents, immediately.
- The Hirer must preserve relevant records and cooperate with any Council, insurer, governing-body or statutory investigation.
- The Council will determine its own statutory reporting duties. The Hirer remains responsible for any reporting duty that applies to it.

13. Safeguarding

- Where children, young people or adults at risk take part, the Hirer must have and implement an appropriate safeguarding policy and procedures.
- For affiliated football involving children, the Hirer must have an appropriately appointed and qualified Club Welfare Officer and comply with The FA and County FA safeguarding requirements. For other sports or activities, the Hirer must appoint a suitably competent designated safeguarding lead. Workers and volunteers must be suitable, appropriately trained and subject to all legally or governing-body-required checks.
- The Council may request the safeguarding policy, risk assessment, affiliation evidence and confirmation that appropriate DBS checks have been completed. The Council will not normally retain unnecessary copies of individual DBS certificates.
- The Hirer must manage changing-room arrangements, supervision, adult and youth use, photography, mobile phones and recording devices, transport and one-to-one activity in accordance with governing-body guidance. Mobile phones, cameras and recording devices must not be used in changing rooms, toilets or shower areas.
- Safeguarding concerns must be acted on immediately. Immediate danger must be reported to the police or emergency services without delay. Football-related concerns must also be referred through the club, league or County FA safeguarding arrangements, and the Council must be notified where the concern relates to use of its facility.

14. Equality, conduct and prohibited behaviour

- The Hirer must comply with equality law and must not permit discrimination, harassment, victimisation, hate speech or abusive conduct.
- Violence, threatening behaviour, offensive language, deliberate damage, pitch invasion and dangerous play outside the rules of the sport are prohibited.
- The Hirer must manage spectators and respond to complaints or instructions from officials and Council staff.
- The Council may remove or exclude any person whose conduct is unsafe, unlawful, seriously disruptive or in breach of these Terms.
- Football hirers must comply with The FA Respect Codes of Conduct and take reasonable steps to secure compliance by players, coaches, officials, parents and spectators.

15. Site care, cleaning and security

- All areas must be left clean, tidy and secure. Rubbish must be placed in the correct bins or removed from site.
- Changing rooms, showers and toilets must be left reasonably clean, with mud and standing water removed using equipment provided.
- Taps, showers, lighting, heating and electrical equipment must be switched off where instructed.
- Doors, windows, gates, barriers and padlocks must be secured on departure.
- Fire exits, escape routes, corridors and emergency equipment must remain unobstructed and must not be tampered with.
- No item may be fixed to a building, fence, tree, goal or surface without written permission.
- The Hirer must report defects and must not attempt repairs unless authorised.
- The Council may charge the reasonable cost of additional cleaning or waste removal where facilities are not left in the required condition. Serious or repeated failures may result in suspension or refusal of future bookings.
- Muddy boots, footwear and equipment must not be washed in hand basins, toilets or showers. Any designated external boot-cleaning point must be used. The Hirer may be charged for clearing blockages or specialist cleaning caused by mud, grass, tape or other material.

16. Vehicles, parking and access

- Vehicles must use designated routes and parking spaces only.
- Accessible bays may be used (where available) only by authorised badge holders. Emergency routes, gates, verges, grass and pedestrian routes must not be obstructed.
- No vehicle may enter a pitch or restricted area without prior written permission.
- Parking is at the owner's risk. The Council does not guarantee parking availability.
- The Hirer must manage coach, minibus, delivery and contractor movements and avoid nuisance to neighbours.

17. Food, drink, alcohol, smoking, sales and entertainment

- Smoking and vaping are prohibited inside buildings and in any signed or designated smoke-free area.
- Alcohol may **not** be sold, supplied or consumed without prior written approval and any required licence.
- Food preparation, catering, sales, fundraising, trading, music, public-address systems, filming, broadcasting or commercial photography require prior written approval.

- The Hirer is responsible for licences, permissions, food hygiene, allergen information, waste and contractor compliance.
- Glass containers are prohibited on pitches and in playing areas.
- Pyrotechnics, fireworks, flares, smoke devices and drones are prohibited unless expressly authorised in writing and all legal and safety requirements have been met.
- Dogs, other than assistance dogs or where expressly permitted by the Council, must not enter artificial pitches, changing rooms, showers or enclosed playing areas.

18. Nuisance and neighbours

- Noise, lighting, vehicle movements, whistles, music and public-address systems must be managed reasonably, particularly during evenings.
- The Hirer must not permit trespass, obstruction, littering, urination, abusive behaviour or damage to neighbouring property.
- The activity must end at the booked time and users must leave quietly.

19. Damage, loss and additional costs

- The Hirer must pay the reasonable cost of repairing damage or replacing loss caused by the Hirer or persons connected with the booking, excluding fair wear and tear.
- The Council may charge for additional cleaning, waste removal, security attendance, specialist surface treatment, pitch reinstatement, lost keys, lock changes and unauthorised overtime.
- The Council may require a security deposit of up to £250, or another amount approved for a particular event. Any deduction will be explained.
- The Hirer must notify the Council promptly of damage and provide relevant information.
- Personal property is brought to and left at the site at the owner's risk. The Council does not provide secure storage unless expressly agreed.
- Pavilions, changing rooms, showers, stores and associated accommodation are used at the Hirer's and users' own risk in relation to the Hirer's sporting activity, supervision, personal health, conduct and belongings. Users must take reasonable care, comply with signage and the risk assessment, and report defects. This clause does not exclude or limit any liability that the Council cannot lawfully exclude, including liability arising from the Council's negligence or breach of duty.

20. Cancellation by the Hirer

- A casual booking may be cancelled without charge where at least seven clear days' written notice is received by email at admin@centralswindonnorth-pc.gov.uk, unless the booking confirmation states otherwise. Seven clear days excludes the day on which notice is received and the date of hire.
- Where fewer than seven clear days' notice is received, the full hire charge may remain payable unless the Council successfully relets the facility or agrees otherwise.
- Non-attendance is treated as a late cancellation.
- Seasonal, league, tournament and event bookings may be subject to separate cancellation arrangements stated in the booking confirmation.
- A refund or credit will be made to the original payer or account and may be offset against outstanding sums.

21. Cancellation, closure or alteration by the Council

- The Council may cancel, suspend, relocate or alter a booking because of unsafe conditions, weather, maintenance, emergency, legal requirements, staffing, public need, breach or circumstances beyond reasonable control.
- Where the Council cancels a paid booking and the cancellation was not caused by the Hirer's breach, the Hirer will be entitled to a refund or credit for the affected facility and period. Where practicable, the Council may offer a reasonable alternative, subject to the Hirer's agreement.
- The Council is not responsible for consequential loss, lost profit, travel, officials, catering, league sanctions or other expenditure arising from cancellation, except where liability cannot lawfully be excluded.
- No refund is due where cancellation or termination results from the Hirer's breach, and the Hirer remains liable for charges and reasonable additional costs.

22. Liability and indemnity

Each party remains responsible for its own acts and omissions. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.

- The Hirer is responsible for risks arising from its activity, supervision, equipment and persons connected with the booking.
- The Hirer will indemnify the Council against third-party claims, losses and reasonable costs to the extent caused by the Hirer's breach, negligence or unlawful act, or that of persons under its control.
- The Council remains responsible for its duties as occupier and manager of the facility so far as required by law.
- The Council is not liable for loss of or damage to personal property or vehicles unless caused by the Council's negligence or other breach of duty.

23. Breach, suspension and termination

- The Council may immediately stop or terminate a booking where there is serious or repeated breach, danger, disorder, unlawful activity, non-payment, misuse of access, safeguarding concern or unauthorised use.
- The Council may issue conditions, suspend access, require remedial action or refuse future bookings.
- The Hirer must comply with a direction to stop play, evacuate, leave or secure the facility.
- Termination does not affect accrued charges, damage claims or other rights.

24. Data protection and publicity

- The Council will process booking and contact information for administration, payment, safety, legal compliance and service management in accordance with its privacy information.
- The Hirer must handle participant and safeguarding information lawfully and securely.
- Filming, broadcasting and commercial photography require written permission. The Hirer is responsible for participant consent and safeguarding controls.
- Use of the Council's name, crest or branding requires prior written approval.

25. Complaints, disputes and notices

- Operational issues should first be reported promptly to admin@centralswindonnorth-pc.gov.uk or 01793 466499.
- Formal complaints will be dealt with under the Council's complaints procedure.
- Notices under these Terms may be sent by email to the addresses used for the booking and are treated as received on the next working day unless delivery failure is shown.
- These Terms are governed by the law of England and Wales. The courts of England and Wales have jurisdiction.

26. General

- If a provision is invalid or unenforceable, the remaining provisions continue in effect.
- A delay in enforcing a right is not a waiver.
- The booking confirmation, these Terms and any written site-specific conditions form the entire agreement for the hire.
- Where documents conflict, a site-specific condition in the booking confirmation takes priority, followed by these Terms, unless stated otherwise.
- The Council will review these Terms at least annually and may update them where legislation, national governing-body guidance, risk assessments or operational requirements change. Updated Terms will apply to new bookings and future playing seasons. Seasonal hirers will receive reasonable notice of material changes applying during an existing arrangement where practicable.

Schedule 1 - Site and emergency information

The locations below are general site or emergency rendezvous points. The booking confirmation or current site information sheet may provide a different gate or pitch-specific point, which must be used where stated.

Site	Postal address	General What3Words / emergency point	Emergency vehicle access	Standby / booking contact
Moredon Sporting Hub	Cheney Manor Industrial Estate, Swindon, SN2 2QJ	///cloth.amazed.drags	Via the authorised site entrance and route stated in the booking/site information. Keep barriers, gates and turning areas clear.	01793 466499
Mannington Recreation Ground	Mannington, Swindon, SN5 7YW; principal vehicle access from Paddington Drive	[///other.serves.liner	Use the Paddington Drive access – Post bollard – key required. Do not obstruct the gate or emergency route.	01793 466499
Penhill Recreation Ground	Hillary Close, Swindon, SN25 3AQ	///cloth.amazed.drags	Barrier – accessed via key. Keep all access routes clear.	01793 466499
Southbrook Recreation Ground	Pinehurst Road, Swindon, SN2 1RH	///gladiators.tigers.olive	Pinehurst Road access. High barrier – accessed via key Keep the entrance and emergency route clear.	01793 466499

Schedule 2 - Hirer acceptance checklist

☐ I understand that bookings and all access arrangements must be confirmed in advance. #

☐ The responsible person knows the emergency vehicle route, access gate or rendezvous point and the Council-verified What3Words location.

☐ I have received or been given access to the relevant Council risk assessment and site information.

☐ I have authority to make this booking and am aged 18 or over.

☐ I understand that no organised use is permitted without written booking confirmation.

☐ I will provide and maintain the required insurance.

☐ I have suitable risk assessment, supervision, first-aid and emergency arrangements.

☐ I will comply with safeguarding requirements where children or adults at risk are involved.

☐ I will complete a pre-use check and will not use a closed or unsafe pitch.

☐ I will ensure goals and equipment are safe and correctly secured.

☐ I accept responsibility for conduct, cleaning, security, damage and additional costs arising from the booking.

Hirer/Club	Name and position	Signature	Date	
				 Facility Risk Assessment (v2).pdf