

## **CONDITIONS OF LET FOR CLUBROOMS AND (3G PITCH)**

### **Carnoustie Panmure FC SCIO**

Carnoustie Panmure FC SCIO (CPFC SCIO) is a registered Charity (SCIO) and is run for the good of the Community it serves. Albeit it is a voluntary organisation mainly managed by volunteers it has a duty to comply with legislation covering Health and Safety or other duties contained in other relevant statutory instruments and the understated rules take account of this.

### **Conduct / Breaching Rules**

CPFC SCIO as referred to in this document includes any member of its Committee or any member authorised by the Committee to act on its behalf. Such “nominees” shall have general charge and control of the relevant premises or playing facility and may require any “person” considered to have broken any of the Rules or perceived to be acting inappropriately to leave the relevant premises or pitch on request. Any such person refusing to leave when requested may be refused further admission at a later stage.

### **Definitions**

In these Management/Operational Rules:

“Nominee” means a person with the authority to act on behalf of CPFC SCIO and is a member of the Hub.

“Person” means any person having the right, under these rules, to the use any of CPFC SCIO’s facilities or equipment as well as to spectators/visitors and generally to anyone in the relevant premises or within the confines of any pitch managed by CPFC SCIO or the adjacent surrounds.

“Administrator” means a person with responsibility for overseeing the booking of lets etc. and for providing information about the use of CPFC SCIO facilities.

“Entrance to and use of the relevant premises and facilities” are allowed subject to compliance with these rules. The rules apply to changing rooms, shower/toilet areas, playing areas, halls, spectator areas, cafeterias and reception/entrance areas or any of the other CPFC SCIO’s assets/buildings not referred to here.

### **Admission of the Public**

#### **No person shall:**

- a) Enter any of the premises or sites without the authorisation of a CPFC SCIO “nominee” or alternatively an “account holder” or “user” utilising CPFC SCIO’s facilities through a let for the facilities.
- b) Enter the premises while knowingly suffering from **any contagious or infectious disease**;

- c) If seven years of age or under, be admitted to the premises unless accompanied by an appropriate adult member of CPFC SCIO or nominee or an account holder's appropriate member or responsible adult;
- d) Remain in the relevant premises or any part thereof contrary to an instruction by a nominee, or for a longer period than permitted by a nominee;
- e) Enter or remain in any part of the relevant premises after the time fixed for its closing;
- f) Remain in the relevant premises after an emergency situation has been made known to them.

### **Protection of Privacy**

#### **No person shall:**

- a) Enter a dressing area or dressing cubicle or shower room reserved for the opposite sex, except that a child of seven years of age or under who may enter any dressing area or dressing cubicle if with a responsible person and after express permission has been granted by a nominee or account holder with a relevant disclosure;
- b) Disturb or wilfully intrude upon or interfere with the privacy of any other person in the proper use of a dressing or shower cubicle, or facilities generally within the relevant premises.

It should be noted that the above rule is not intended to act as or supersede CPFC SCIO's obligations in terms of its "protection of children" policies and procedures which are stand alone and the key references for the purposes of child protection.

### **Valuables and Clothing**

CPFC SCIO **shall not** be held responsible and **does not** accept liability for the loss of (or damage to) wearing apparel, property or valuables left in the dressing rooms or in another place. Persons using the relevant premises must use any lockers provided for storage of clothing and valuables where applicable. Otherwise users should ensure that their dressing rooms are locked with the keys provided.

### **Dress**

No person shall enter or remain in the relevant premises if his or her dress is considered by a nominee to be unsuitable.

### **Equipment**

Every person shall, before leaving the relevant premises, return to the place or in the receptacle or store provided for this purpose, any articles or equipment that have supplied for their use.

## **Prevention of Injury**

### **No person shall:**

- a) Disobey or ignore any instruction or request by/from a “nominee” or member of staff or account holder’s representative in the interests of health and safety;
- b) Enter the relevant premises in a state of health or other condition which might reasonably be considered as a danger or may cause harm or injury to oneself or others.

## **General Provisions as to Good Order**

### **No person shall:**

- a) Bring or cause to be brought into the relevant premises or pitch(s) and/or the adjacent surrounds **any unauthorised alcoholic or intoxicating liquor or drugs**;
- b) Enter the relevant premises while **under the influence of drink or drugs**;
- c) **Smoke** in or around the relevant premises;
- d) Use profane, indecent or offensive language or behave or conduct themselves in an indecent, offensive, insulting, disorderly or violent manner;
- e) Wilfully damage any article belonging to the Organisation or attempt, plan or conspire or do any act likely to wilfully damage the same;
- f) Bring or cause to be brought into the relevant premises, glassware of any description unless agreed by a nominee;
- g) Disobey or ignore any instruction given by a nominee.

“Nominees” are empowered to take any necessary action to deal with or diffuse a situation that occurs regarding the above. Where practical this should be done in conjunction with another nominee or CPFC SCIO member.

## **Contravention of Rules**

A nominee may

If he/she has reasonable grounds for believing that a person has contravened, is contravening or is about to contravene any of the foregoing rules, expel that person from the relevant premises etc. or if he/she has reasonable grounds for believing that a person is about to contravene any of the rules exclude that person from the relevant premises etc. All incidents will be reported to the CPFC SCIO Committee.

Any person who on being asked to leave the relevant premises by a “nominee” in terms of the above paragraph and that person refuses to leave then the nominee should take the action that he/she considers necessary in the circumstances with a main objective to diffuse the situation. This action may include contacting a CPFC SCIO committee member, seeking the support of another member who is close by, discussing the issue with an account holder or the nominated user and as a last resort telephoning the police.

## **Exclusion of Animals**

Generally **animals will be excluded from all facilities** unless approved by a nominee or the circumstances are considered reasonable (e.g. guide dogs).

## **LITTER**

It is the responsibility of each user club to ensure that the pitch is kept litter free at the end of their session with the waste including plastic bottles disposed of in the appropriate waste recycling bins provide.

**\*\*\*This is a fundamental condition for the continuation of “block booking” lets. In the event of this not being complied with then CPFC SCIO reserve the right to change the rate of the let to the higher “Commercial Rate” to enable litter to be removed by a paid staff member or contractor or otherwise terminate the agreement.**

## **DAMAGE**

Any damage to the arena should be reported in accordance with the notices/signage within the premise or at the pitch/arena, as soon as practical, together with any information appertaining thereto.

## **INJURY**

Any serious injury to any participant should also be reported in accordance with the above paragraph.

## **BLOCK BOOKINGS**

Block bookings may be made by agreement with an “Administrator”.

Alternatively “Account Holders” with an authorised “login” and “password” can manage their own bookings through

<http://carpanfc.mybookings.org.uk>

## **ENABLING THE BLOCK BOOKING FACILITY**

To enable the block booking facility to function the first payment entails paying directly by BACS preferably or lodging a cheque to an “administrator” for eight weeks advance payment at the “users” prescribed rate. The “user” is expected to “top up” their payment before their weekly booking schedule drips down to three weeks. At that point a vacant let will appear on the public booking system (which has a 8 day window) and the let concerned can then be “captured” by a member of the public. If this occurs then the member of the public will have preference for that let.

**If an “administrator” notices this possibility occurring then they will endeavour to contact the club concerned. However there is no obligation to do this and CPFC SCIO will not be held liable for this situation.**

## **GENERAL / CASUAL BOOKINGS**

**All general/casual bookings must be paid on line in advance for at the time of booking**

## **ACCOUNT HOLDER BOOKINGS**

**Statutory Agencies, Colleges/Universities and the SFA will be invoiced for use in accordance with CPFC SCIO procedures.**

## **CANCELLATIONS**

**The cancellation of any booking requires three day's clear notice. However the CPFC SCIO Committee will assess if there are "good cause" grounds to cancel if the cancellation is less than this. Normally payment for cancelled bookings will be credited against a user's account unless this proves impractical.**

## **Risk, Public Liability insurance, Licenses and Indemnity**

The use of the 3G is entirely at the "Hirer's" (as defined below) risk. CPFC SCIO has public liability insurance in place to cover incidents or injuries arising from health and safety breaches etc. but not for participant's activities. CPFC SCIO accepts no responsibility in respect of any claims, demands, proceedings, costs, or losses arising from participant injury. All Hirers who teach/instruct members of the public should have public liability insurance which will cover damage to the hired premises. This must carry an indemnity of at least £5,000,000. The Hirer shall take all proper and necessary precautions for the prevention of accidents to any person, and or damage to any property, either of CPFC SCIO or any other persons and cover this accordingly.

## **Key Points**

- All hirers must be 18 years of age or older.
- The hirer is responsible for ensuring that participants and their associates conduct themselves in an orderly and appropriate manner and refrain from the use of profanities etc. that could be deemed to be offensive or threatening to or by others.
- All footwear used on the 3G pitch must comply with the notices placed on the side of the pitch.
- All rubbish must be placed in the bins provided.
- All personal property is secured appropriately and not taken onto the 3G pitch.
- Smoking is not permitted within any CPFC SCIO facility.
- CPFC SCIO reserves the right to alter or add to the terms and conditions of hire as deemed necessary.
- Otherwise from time to time conditions may be changed. These will either be notified to the Hirer or displayed on appropriate signage within the facility.**

**-All Users should note and observe the conditions of use at the point of entry to the 3G pitch and other premises managed by CPFC SCIO.**

**CPFC SCIO: 20 October 2016**