MID & EAST ANTRIM COUNCIL CONDITIONS OF USE





- 1. In these conditions: -
- a. The expression "The Facilities" includes the Pitch and all the buildings, outside grounds facilities, changing rooms, toilets, showers and all other rooms and facilities used and occupied, together with the equipment, fixtures and fittings belonging to the premises but this does not imply the User has the right of all such ground facilities or equipment but only those which may be allocated to him/her with the confirmation of booking.
- b. "The Council" means Mid & East Antrim Borough Council
- c. The "User" means the person or organisation to which the Council will permit use of the Facilities under these Conditions of Use.
- 2. The Council permits and authorises the User to enter upon and use that portion of the facilities specified on the application for the purpose and during the times indicated. The Council reserves the right to refuse any application and to withdraw or suspend any permission. The User shall supply in advance to the Council for its approval if requested, a list of persons, or in the case of public use, the categories of persons intended to be permitted entry by the User, and the Council may object to any person or persons, or category of persons.
- The <u>User</u> shall pay to the Council the appropriate charge or charges set out in the current scale of charges at the time of booking.
- 4. The User undertakes
- a. To manage and conduct the facilities so that nothing shall be done to injure the reputation of the facilities or offend against any statute or statutory regulations or any regulations or Byelaws of the Council in any way and not to do or permit any act or thing which may imperil any licence granted or insurance in respect of the facilities.
- b. <u>To arrange and be responsible</u> for the administration, organisation and running of the particular event or events. If specific help is being given by the Council by Special Arrangement, no responsibility is accepted by the Council for the running of any event, which remains the User's responsibility.
- c. <u>To supervise and control</u> all vehicles, spectators, competitors and officials and their entry to and exit from the facilities and, in particular, to keep spectators to those areas designated for their use. Special instructions may be given depending on the particular booking, which must be complied with by the User.
- d. <u>To leave the facilities</u> and, especially hospitality areas, changing rooms, toilets and showers in good repair and condition and free from litter at the termination of the period of use.
- e. <u>To provide a proper number</u> of attendants, stewards, officials and other persons to ensure compliance with the above four conditions a, b, c, and d, the safety of all persons at the facilities and the preservation of order.
- f. Not to delegate the benefit of the Agreement to use the facilities or any part without the written consent of the Council.
- g. <u>To pay the Council</u>, on demand, the cost of repairing or making good any damage to the facilities (fair wear and tear excepted), and the cost of replacing any lost item or equipment included in the Permission to Use.
- h. <u>To be responsible</u> for and to protect and indemnify the Council against all claims, demands, costs and proceedings arising out of incidents during the use of the facilities and/or equipment.
- i. <u>If so required by the Council</u> adequately insure against Third Party Employers' and Occupiers' liability on the terms of the previous clause by an insurance company approved by the Council, and to produce the insurance policy to the Leisure & Cultural Services Department.
- j. Not to impede or obstruct the employees and agents of the Council at any time in exercising the rights of the Council to enter and view the use being made of the pitch and its facilities and the arrangements made for its proper supervision.
- k. <u>Not to either make or permit</u> any alterations to the facilities or to the fixtures and fittings without the previous consent, in writing, of the Council.
- I. Not to either conduct or permit at the facilities any collection, game of chance, sweepstake, lottery or betting of any kind whatsoever without the previous consent, in writing, of the Council.
 - (i) Not to permit or allow any person to bring any intoxicating liquor or other alcoholic refreshments onto the facilities.
 - (ii) Not to permit or allow any person to consume any intoxicating liquor or other alcoholic refreshment on or at the facilities.
 - (iii) To expel or cause to be expelled any drunken or disorderly person from the facilities.
- n. <u>To permit the Management</u> of Facilities in their absolute discretion to refuse the admission of or to evict any person from the facilities.
- o. If required by the Council to arrange for a qualified First aider to be in attendance and to arrange for sufficient First Aid equipment to be available.
- p. Not to do, permit or allow to be done at the facilities anything, which may endanger the policies of insurance now in force or any substituted policies, which may cause any increase or extra premium in respect of property, included in these policies.
- q. Not to use the facilities for any purpose except that specified on the application for use.
- 5. <u>The total User charge</u> or the total remaining unpaid will be due immediately and payable on demand. Failure to pay within seven days of the demand will be in breach of the conditions of use.
- 6. If the User cancels the reservation of the facilities, the deposit (if any) paid by the User shall be retained by the Council (unless the User has given 14 days' notice to the Leisure & Cultural Services Department at the Showgrounds Office) and the User shall be liable to pay the whole or the balance of the User charge as appropriate.
- 7. <u>If any of the above conditions are</u> not met, the Council may at any time terminate the agreement to use by notice, in writing, to the User and retain any deposit paid in respect of the booking without prejudice.
- 8. At all times the Council shall retain occupation and control of the facilities.