KRINKELS UK CONDITIONS OF HIRE

Wandsworth Sports Bookings Pitches (SUMMER AND WINTER SPORTS PROGRAMME)

1. An allocation of pitches to any club, organisation or individual is not transferable (in whole or part) by anybody other than by the Council or the Council's agent/management contractor, Krinkels UK Ltd.

2. Krinkels UK Ltd reserves the right to vary (by cancellation or otherwise) any allocation of pitches, should circumstances make this necessary such as weather conditions and following regular pitch inspections.

3. The applicant must complete, sign and return the acceptance part of the allocation form to Krinkels UK Ltd within seven days and prior to any bookings being confirmed. Delay or failure to do so may result in the allocation being cancelled.

4. Play on pitches may take place at any reasonable time during daylight hours, but on Sundays, football and rugby shall not normally commence before 10:00 am.

5. Charges for the hire of pitches shall be as laid down by the Council from time to time and as notified.

6. (a) A Club may cancel a pitch and qualify for a full refund of the pitch fee, provided that for a weekend fixture this office is notified by 1200 hours on the Wednesday before and for a midweek fixture a minimum notice of 72 hours is given.

6. (b) A full refund will also be given if a match is cancelled on the day due to bad weather and no play whatsoever has taken place, provided that notification is received in writing from a bona fide official of the club/league to arrive at this office no later than 5 days after the date of the fixture.

FOOTNOTE: Where advantage is generally taken of the V.A.T. exemption concession for series hiring, attention is drawn that a cancellation may be contrary to the concession conditions and as a consequence make all hirings taxable, provisions of a refund in the event of the unforeseen non-availability of the facility is the only circumstance that will not break the exemption conditions.

7. Accounts for pitch fees will normally be rendered (to the person to whom the allocation was sent or the club treasurer) at the end of season or after the match for one-off fixtures.

8. The hirer shall indemnify the Council/ Krinkels UK Ltd against all actions, claims, demands and costs in respect of injury to any person or property caused by or arising out of or incidental to the hire and use of the pitches and dressing accommodation (fair wear and tear excepted).

9. The Council/ Krinkels UK will not, under any circumstances, accept responsibility or liability for:-

(a) Any damage to or loss of any property or articles or things whatsoever placed or left on Council property as a result of the hiring.

(b) Any accident or injury suffered by any participant or bystander using facilities in the course of or arising from the hiring. The hirer is expected to carry out a dynamic risk assessment of the grounds and facilities prior to any of their activities/sports commencing. This must include information from any feedback from the referee

and opposition side. All of this feedback must be shared back to Krinkels UK Ltd the next working day. Where possible and depending on the nature of the work, rectifications should occur prior to the next game on that pitch.

(c) Any matches played on pitches, which have not been booked, this may also render the Club's Insurance invalid.

Note: The hirer is advised to obtain suitable insurance cover with a minimum of £5,000,000 public liability against the risks stated in 8 and 9.

10. All hiring are on condition that no litter, including orange peel will be left on fields after matches. Any teams not complying with this condition will be charged for the cost of its removal and may if repeated be refused future bookings. It is a byelaw offence to leave litter in Wandsworth Parks/Commons FPNs can be issued. 'Tape' is also qualified as a common littered substance too.

11. Weekend and day time cricket teams will be responsible for the neat removal prior to and the careful reerection after play of the post and rope square protection.

12. No League, Club or Organisation hiring a pitch shall trespass on adjoining property for the purpose of retrieving balls or for any other reason. Should balls go onto adjoining private property appropriate courteous contact will be made with the owner/occupier on completion of the game by approaching the owner/occupier by the front entrance to their property and requesting return of such ball(s).

13. At none of the cricket grounds should participants or spectators vehicles be found on the recreation ground. Any abuse of this will jeopardise the chances of future use of the cricket pitches and any cost of reinstatement to the ground will be passed onto the Clubs concerned.

14. Any abuse of the use of the changing rooms which results in the cost of cleaning over and above the usual requirement, repair of the changing rooms, or replenishment of the contents of the fire extinguishers will be passed on in full to the Club or Organisation hiring the pitch. At multi-use sites, if a Club or Organisation does not admit responsibility for such acts the cost of repair, replenishment etc. will be split between the Clubs or Organisations using the facility on that occasion.

15. The site must be left litter free at the end of each game and that all football boots must be mud free prior to leaving the pitches. It is a byelaw offence to leave litter in Wandsworth Parks/Commons FPNs can be issued.

16. Any potential extension to the season must be made in writing (by email to Wandsworth Sports Team) at least 6 weeks in advance and each case will be treated in its own merit. No guarantee of extension can be given.

17. For venues where soil is available to use for immediate ground improvements, ANY stock used MUST be reported to Krinkels UK Ltd on each occasion including volume used, in order to maintain stock at required levels.

KRINKELS UK's CONDITIONS OF HIRE
VAT EXEMPTION ON THE HIRE OF
SPORTS FACILITIES

Her Majestys Customs and Excise have agreed that the hiring of sporting facilities may, in certain circumstances qualify for VAT exemption. With VAT at the present rate of 20% and with the charges being at present VAT inclusive, Clubs whose hiring agreements meet the criteria indicated below, would therefore qualify for a 'reduction' on current charges.

The criteria which must be met are as follows:-

a. The hirer must be a club, school, association or an organization representing affiliated clubs (such as a local league)

b. There must be a formal agreement between the Club and Krinkels UK Ltd either by letter, hiring form or an invoice issued in advance requiring payments for the whole of the series.

c. The hiring/lettings must cover a playing session, which extends over a series of lets consisting of ten or more sessions.

d. Each session must be at the same location (although a different pitch, court, wicket or rink is acceptable) and the interval between each session is at least a day and not more than 14 days Lettings for every other Saturday fulfils this condition but there is no exemption for longer intervals than 14 days which arise through closure e.g. for Public Holidays.

e. The hire/let must be granted for the exclusive use of the Club concerned during each period of hire.

f. Payment for the above hirings must be met in full, including any which may be cancelled by the Club, or through any failure by the Club to take up a booking. Council/ Krinkels UK Ltd do not however affect the exemption.

g. Hiring additional to those agreed in paragraph 1 above, for extra matches/sessions have to be regarded separately and only quality for exemption if they meet the criteria on their own account. If you consider that your Club meets the above criteria please indicate your Club's wish to claim the exception on the enclosed slip.

KRINKELS UK LTD
Wychwood House, 4 Landscape Close
Weston-on-the-Green
Bicester, Oxfordshire
0X25 3SX

SPORTS FACILITIES - VAT EXEMPTION

On behalf of _____ (Club/Organisation) I wish to claim VAT exemption and certify that our agreement with Krinkels UK Ltd meets the required criteria.

Signed _____

Name _____

Address _____

Dated _____

To: Sports Administrator, Krinkels UK Ltd