



Dafen Park Artificial Sports Surface Facility

Hire information, Rules and Code of Conduct

1. Hire fees

Hire of facility: £10 per hour for non-business use, i.e. private and community group hire. This includes those doing so via membership of a not-for-profit sports club.

VAT is chargeable for commercial use. i.e. hire by businesses selling services to their clients.

Hiring is available in multiples of hour or half hour increments.

All hiring enquiries and booking must be made directly to Llanelli Rural Council (LRC) either in person at the council offices, via email or telephone.

- Llanelli Rural Council, Vauxhall Buildings, Vauxhall, Llanelli, SA15 3BD
- Email: enquiries@llanelli-rural.gov.uk
- Tel: 01554 774103

All bookings enquiries are deemed '**provisional**' until confirmation is received by the hirer from the LRC booking office.

Provisional enquiries must be confirmed by the hirer within seven working days.

Provisional bookings will not be accepted less than seven working days before the required date. Reminders will not be issued. If confirmation is not received from the hirer within seven working days the provisional booking enquiry will be removed from the diary.

Fees will become payable when a booking is confirmed by LRC unless cancelled in accordance with the cancellation policy at paragraph (3) below.

Details of times and availability for bookings are published on the council's website <https://www.llanelli-rural.gov.uk/community-facility/dafen-park-artificial-pitch/> and are subject to change at reasonable notice.

Bookings cannot be made by any person under the age of 18.

2. Payment Terms

Full payment must be received at the time of booking unless otherwise agreed with LRC.

Payment must be made using bank transfer. LRC do not accept cash or cheque payments.

All sums payable by the Hirer are exclusive of VAT that may be chargeable.

The Hirer will be charged additional fees if the use exceeds the booked time, or if the facility requires additional cleaning, restoration or repairs due to misuse or damage deemed by LRC not to be fair wear and tear.

3. Cancellations

Cancellations by Hirers should be submitted to LRC by email no less than 2 working days prior to the booking, otherwise the full fee will be charged, unless otherwise agreed in writing by LRC.

No refund will be made for non-use of booked facilities unless a booking is cancelled no less than 2 working days prior to the booking.

LRC reserves the right to cancel, transfer or alter any booking if in the opinion of LRC, the facility or playing surface is in a hazardous condition, undertaking necessary maintenance or otherwise not fit for play. In these cases, as much notice will be provided as feasible, but due to the circumstances could occur on the same day as a booking.

LRC reserves the right to cancel any booking if in the opinion of LRC if payment is outstanding.

LRC reserves the right to cancel any booking, without refund to hirer, if LRC or its representatives determines that participants/players are not wearing acceptable footwear.

LRC reserves the right to cancel any booking, without refund to hirer, if LRC or its representatives determines that participants/players are not adhering to; the terms of hire, expectations of acceptable behaviour or partaking in activities contrary to the agreed purpose of the facility.

4. Liability and Indemnity

Hirer's Responsibility

The Hirer is responsible for the safety and conduct of all members of its party and any users of the facility during the period of hire.

Liability Exclusions

Subject to clause 4.3 below, LRC shall not be liable for any of the following, howsoever arising, in connection with the Hirer's use of the facility:

- a) Injury to any person (including the Hirer or any member of its party);
- b) Loss of or damage to personal property belonging to the Hirer or its party;
- c) Any indirect or consequential loss, including loss of profit, loss of enjoyment, or reputational damage;

d) Any losses, claims, demands, proceedings, damages, costs or expenses incurred by the Hirer arising out of the acts or omissions of other users of the facility.

Liability Not Excluded

Nothing in this agreement shall exclude or limit LRC's liability for:

- a) Death or personal injury caused by the negligence of LRC, its employees, or agents;
- b) Loss or damage to property caused by the negligence of LRC, its employees, or agents;
- c) Fraud or fraudulent misrepresentation;
- d) Any matter in respect of which it would be unlawful to exclude or limit liability.

Indemnity

The Hirer agrees to indemnify and keep indemnified LRC from and against any claims, demands, actions, damages, costs or expenses incurred by or made against LRC arising from the Hirer's breach of this agreement or the negligent or unlawful acts or omissions of the Hirer or its party, except to the extent such losses arise due to LRC's negligence or breach.

5. Subletting

The facility may not be sublet or reassigned to any other organisation or individual, without written permission from LRC.

6. General Rules

Parking or driving vehicles on sports fields, footpath or any area designated "NO PARKING" is strictly prohibited. The designated car parks can be used by users of the facility for parking.

The Hirer must ensure that all participants/players are wearing the correct and accepted footwear for the facility booked as detailed in paragraph 7.

All participants must have completely exited the facility by the end of their scheduled hire time to facilitate the smooth changeover and avoid delays and loss of hire time for participants.

The hirer must use the facility in a safe and proper manner and at all times the hirer must comply with signs or directions given by LRC staff or any other persons authorised for LRC.

If the facility is found to be in disorder at the commencement of booking, it should be immediately reported to LRC or its representatives.

Food and drink is not permitted in the facility with the exception of water. Glass receptacles are not permitted.

All personal rubbish and litter must be removed and the facilities left in a clean and tidy condition.

No pets are allowed. Assistance Dogs are permitted.

Chewing gum is prohibited.

Heavy or sharp objects are not permitted on the sports surface.

Bicycles, scooters, skates, skate boards are strictly prohibited.

No unauthorised machinery, equipment or vehicles are allowed in the facility.

Smoking is prohibited within the facility.

The display of advertising material, such as signs or banners is prohibited.

Offensive or indecent behaviour is prohibited.

Hirers/participants must not do anything or omit to do anything which may cause damage or loss to LRC property or facilities, to other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other person(s) on the premises.

The facility must only be used for its agreed purpose. Do not use a pitch that is damaged. Report immediately to LRC or its agents.

The Hirer is responsible for undertaking suitable risk assessment for the planned activities and the supervision, control and behaviour of their group (including officials, players, spectators, visiting teams and children) during the period of hire.

A designated adult must always accompany any person or group under the age of 16.

LRC reserve the right to terminate the use of its facilities by any person(s) who is reasonably considered to be in breach of the general rules, and such persons may be required to leave the area immediately. No refunds will be made in this event, and LRC will not accept liability for any expenses, claims, losses or cost incurred as a result of such termination or any unforeseen and necessary cancellations.

For the purposes of the Contracts (Right of third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

The agreement is governed and construed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the courts of England and Wales.

7. Footwear - All footwear must be clean before entering the facility

Models of shoes NOT ALLOWED for use



Spikes-shoe (such as for running athletics)



metal studs are forbidden

Playing with flat sole trainer footwear is not permitted on the artificial grass.



Playing with flat soles increases the risk of injuries and will wear out the pitch rapidly.

Models of sports shoes **ALLOWED** for use



1. Standard 12-14 studs football shoe



2. Standard 45-60 mini-studs shoe



3. Standard “blade” shoe



4. Standard 6 studs shoe

ONLY ALLOWED WITH PLASTIC STUDS

8. Personal Details

Llanelli Rural Council will not share personal details with third parties.

Any information you provide to the Council will be stored securely and only used for the purposes stated when the information was collected.

Please contact Llanelli Rural Council visit <https://www.llanelli-rural.gov.uk/privacy-statement> for more information on the council privacy policy.