



Epping Forest

Wanstead Flats

Registered Charity

Terms and Conditions of Hire

1. Agreement

These terms and conditions and the application for hire attached together set out conditions upon which the City had agreed to grant the Rights in respect of the Premises to the Hirer. In these terms and conditions, the following words and expressions will have the following meanings:

" Agreement"	means the hire agreement comprising the application for the hire and these terms and conditions;
" Application for hire"	means the application made by the Hirer to the City for the hire of the Premises as attached to these terms and conditions;
" City"	means the Mayor and Commonalty and Citizens of the City of London, a corporation by prescription of PO Box 270, Guildhall, London EC2P 2EJ;
" Fees"	means the fees payable by the Hirer to the City in respect of the Rights as set out in the Application for Hire;
" Football season"	means the period which will run between September and April beginning on the date specified by the City at the City's absolute discretion during which the Premises may be used for Football;
" Head Grounds Person"	means the person appointed from time to time by the City as Heads Ground Person or their authorised representative;
" Hire period"	means times and dates as set out in the Application for Hire;
" Hirer"	means the organisation or individual listed as Hirer on the Application form liable for the performance of the Hirer's obligations under this Agreement;
" Permitted hours"	means the hours authorised by the City, from time to time, for the exercise of the Rights in respect of the Premises;
" Premises"	means the field or pitch allocated by the City for hire by the Hirer from time to time including the non-exclusive use of changing facilities and car parks;
" Rights"	means the right for the Hirer and the Users to use the Premises on the terms and conditions set out in this Agreement; and
" Users"	means all persons being members of the Hirer or persons properly authorised by the Hirer being its guests or members and supporters of visiting teams.

2. Right to use premises

- 2.1 In return for the payment of the Fees, the City grants to the Hirer the Rights (in common with the City and all others authorised by the City so far as is not inconsistent with the Rights) during the Permitted Hours during the Hire Period on the terms and conditions set out in this Agreement
- 2.2 No play is permitted on the Premises unless an Application for Hire has been submitted to, and prior consent obtained from, the City
- 2.3 The City has absolute discretion in deciding whether or not to grant the requirements of applicants. The City will allocate Premises having regard as far as practicable to the number of pitches available, the applications received and the requirements of applicants
- 2.4 The grant of the Rights in respect of the Premises is subject to the Hirer maintaining good and orderly conduct of all Users. **The Premises will not be hired to, or allocated to, Football Clubs, Leagues, or Schools that have not paid all outstanding Fees.**

3. Hirer's obligations

The hirer agrees with the City as follows:

- 3.1 **Fees:** The City may, at its absolute discretion agree to receive the Fees in full or in two equal instalments made by agreed method outlined by Application for Hire. In the event that the City agrees to such a payment plan then the Fees will be due in the amounts and at the dates specified by the City. If payment of an instalment is not received on the due date or dates, then the City may (without prejudice to any other rights it may have) cancel the booking and retain the any part payment of the Fees received
- 3.2 **VAT:** The Hirer must pay all VAT that may from time to time be charged on the Fees or other sums payable by the Hirer under this Agreement and all VAT incurred in relation to any costs that the Hirer is obliged to pay or in respect of which the Hirer is required to indemnify the City under the terms of this Agreement, except where such VAT is recoverable or available for set-off by the City as input tax.
- 3.3 **State of Premises and Pitches:**
 - a) The Hirer must keep the Premises and Pitches clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the Rights.
 - b) Immediately upon the occurrence of any damage to the Premises. Pitches or other property of any kind on it or injury to any person on the Premises in any way attributable to the exercise or purported exercise of the Rights the Hirer must advise the City of the same and make good the same or pay full compensation in money for such damage.
 - c) If the Hirer or Users leave litter on or around the Premises at any time the Hirer will be liable to a penalty of £100 to the City.
 - d) The Hirer will be liable for any damage caused to any part of the Premises including, without limitation, damage to the pitch, equipment, building, fences or any other part of the City's property by the Hirer or Users.
 - e) Should the Hirer or Users leave litter or cause damage as specified in clauses (c) and (d) play will be suspended for 1 week without refund. Repeated offences will result in termination of play for the remainder of the season without refund.
 - f) The Hirer must ensure that its activities are fully risk-assessed and that all appropriate safety precautions are taken. The Hirer is responsible for making its own assessment as to the safety of the Premises. Any damage to or faults with the Premises or any equipment, fixtures or fittings are to be immediately reported to the City's staff.

- g) The Hirer is responsible for the supply, erection prior to play and dismantling following play of goal nets and corner posts/flags on the Premises. The City does not provide a storage facility at the Premises for such equipment. No mark is to be left on goal posts as a result of using tape or adhesives to affix nets.
- 3.4 **Statutory obligations:** The Hirer must comply in all respects with the requirements of all statutes applicable to the Premises or the exercise of the Rights and use its best endeavours to ensure that all Users comply with such statutes.
- 3.5 **Rules and Regulations:** The Hirer must comply with any rules and regulations which the City may make governing the use of the Premises and exercise of the Rights and of which the City notifies the Hirer.
- 3.6 **City's rights:** The Hirer must permit the City or its officers, servants or agents to enter and view the exercise of the Rights and must not impede in any way the City or its officers, servants or agents in the exercise of the City's rights of possession and control of the Premises.
- 3.7 **Cancel of Play:**
- a) If, in the opinion of the Head Grounds Person or other duly authorised representative of the City, the Premises are at any time unfit for use due to inclement weather or other cause, the Head Grounds Person may decide that play cannot take place or, if begun, must cease. The decision of the Head Grounds Person or representative will be final and binding upon the Hirer and any instructions to cease play must be complied with immediately. The assessment of the Premises under this condition by the Head Grounds Person or other duly authorised representative of the City is a general assessment of whether there are any obvious reasons why the Premises are not suitable for play only and is not intended to replace the Hirer's own assessment under condition 3.3(f) above.
- b) Should play be cancelled under condition 3.7(a) above no refund of the Fees will be due. Wherever possible alternative times for the use of the Premises by the Hirer will be allocated within the Football Season but the Football Season may not be extended.
- c) No allocation of the Premises whether seasonal or occasional will bind the City by contract or otherwise and the City reserves the absolute right to withdraw such allocations if the Premises should be required for any purpose whatsoever, subject to the City giving notice of the withdrawal of the allocation as may be practicable in all the circumstances. In such event, the charges paid for use of the Premises for that season (or proportionate part thereof) or for that particular occasion will be refunded, but the City will not be liable for any loss, damage or claim incurred by the Hirer in consequence of such cancellations.
- 3.8 **Assignment:** The Hirer must not assign or sub-license the whole or any part of the Rights except with prior consultation with, and the written consent of, the City. Any monies taken in respect of any assignment or sub-licence will be payable immediately to the City.
- 3.9 **Nuisance:** The Hirer must not do anything on the Premises, nor exercise the Rights, in such a way as to cause damage to the Premises or nuisance, annoyance, disturbance, inconvenience, injury or damage to the City or its tenants or the owners or occupiers of adjacent or neighbouring premises.
- 3.10 **Public Liability Insurance:** The Hirer must maintain in force throughout the Licence Period an insurance policy or policies with a reputable insurance company, to cover the Hirer's liabilities arising under this Agreement or from the exercise of the Rights, with a limit of indemnity of not less than £5,000,000.00 in respect of any one claim for bodily injury or disease or damage to property. The Hirer must provide evidence of such policy to the City or its agent (or a summary of its terms) and a copy of the current premium receipt, prior to commencement of play at the beginning of the season.

3.11 **Financial Viability of Hirer:** In the event that the Hirer is no longer financially or otherwise viable and ceases to operate, the Hirer must immediately notify the City.

4. Termination

4.1 Without prejudice to the City's rights in respect of any breach of the Hirer's obligations contained in this Agreement, the Rights will expire:

- a) immediately on notice given by the City at any time following any breach by the Hirer's Obligations under this Agreement
- b) after not less than 14 days' notice given by either party to the other expiring at any time;
- c) automatically at the end of the Hire Period.

4.2 Subject to condition 4.3 below, if for any reason whatsoever the Fees have not yet been paid, the Hirer must immediately upon termination pay the same to the City.

4.3 If the Rights are terminated the City will be entitled to retain the Fees unless such termination is for reasons outside the control of the Hirer (excluding termination at the end of the Hire Period) in which event the City will refund any part of the Fees held that relate to the Rights not yet exercised. In the event that the Hirer is no longer financially or otherwise viable and ceases to operate, and as a result provides at least 14 days written notice of termination, the City may (at its discretion) waive any outstanding Fees.

4.4 In the event the Hirer terminates this Agreement, VAT exemption may not apply as set out by [HMRC guidelines](#).

5. Miscellaneous

5.1 **Exclusions:** Nothing in this Agreement is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights. Responsibility for any personal property brought on to the Premises remains with the owner of such property and the City will not accept liability for any loss, damage, removal or theft to or of any such personal property.

5.2 **Third party rights:** Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

5.3 **Liability:** The Hirer must, to the extent permitted by law, indemnify and keep indemnified the City, its employees, servants and agents from and against all actions, claims, demands, costs and proceedings howsoever arising out of or in connection with the loss, damage, removal or theft to or of any such personal property brought onto the Premises, and further indemnify the City against all accidents, injuries or other damage which may be occasioned to any person by the use of the City's property or presence on the Premises, except those accidents or injuries directly resulting from the City's negligence.

5.4 **Notices:** All notices served by either party pursuant to this Agreement must be in writing and will be sufficiently served if delivered by hand or sent by recorded delivery to (in the case of a notice to the City) the address of the City specified in this Agreement and (in the case of a notice to the Hirer) to the address specified on the Application for Hire.

5.5 **Advertising or promotional signage:** The Hirer must not use advertising or promotional signage during the Hire Period on Wanstead Flats. The City have the right to cancel the hirer's contract, without refund, if found in breach.

6. Declaration

Please sign below to indicate that your organisation has read, understood and agrees to the Terms and Conditions of Hire for Wanstead Flats Playing Fields.

Organisation name	
Responsible individual	
Signature	
Date	

This is one of
14 green spaces
managed by the
City of London at
little cost to the
general public.