

# **Terms and Conditions for use of the Durdham Downs Football Facilities 2025 – 2026**

## **1.0 Bristol City Council's Responsibility**

- 1.1 Bristol City Council will carry out a programme of work to maintain football pitches to a clean and safe standard.
- 1.2 Teams will receive a maintained pitch, erected goal posts and pitch markings, regardless if they use or do not use the changing facilities.
- 1.3 The Downs Ranger's Manager's Office will assess ground conditions on a Wednesday morning or earlier during inclement weather conditions. They will decide whether the ground conditions are such that matches should be cancelled, and will make arrangements to notify Bristol SU's contact person.

## **2.0 University of Bristol Students' Union's (Bristol SU) Responsibility**

- 2.1 The home team, in liaison with the referee, should inspect the pitch prior to the commencement of each match. If, in the opinion of the home team or referee, the pitch is not fit to play, or if there is a problem with equipment provided by Bristol City Council (e.g. goal posts, corner flags), the game should be cancelled. Bristol City Council should then be notified at the earliest opportunity of the problem, to enable the Downs Ranger's Manager's Office to take the appropriate remedial action.
- 2.2 The home team should ensure that no rubbish is left on the pitch or in surrounding areas. If teams fail to comply, a Cleaning Fine of £15 will be issued and appropriate photographic evidence will be taken and provided to the Bristol SU on issue of the fine. If Teams persistently break this rule, it may result in the temporary or permanent suspension of the team's pitch.
- 2.3 Teams will not have access to the changing facilities.
- 2.4 Teams are responsible for their opponents, their behaviour and litter left.
- 2.5 Teams will refrain from the use of offensive language on and off the pitch, and act in a considerate manner towards nearby residents and other park users.
- 2.6 Any abusive and/or inappropriate behaviour will be treated very seriously and will be handled by Bristol SU in accordance to their code of conduct procedure. It may result in the temporary or permanent suspension of the team's pitch.
- 2.7 Teams shall indemnify and keep indemnified Bristol City Council from and against all loss and damage, actions, proceedings, suits, claims, demands, costs, damages and expenses in respect of injury to or the death of any person/damage to any property (moveable or immovable) or otherwise by reason of or arising as a result of the negligence of any team member or its supporters.

- 2.8 Bristol SU shall take out and maintain Public Liability Insurance in respect of claims arising out of its liability. The sum shall not be less than £5,000,000 for any one occurrence or series of occurrences arising out of one event. Documentary evidence that the insurance required has been taken out and is being maintained shall be included with the application form for inspection by Bristol City Council, without the relevant insurance documents teams will not be allowed to start the season.
- 2.9 There is to be **NO PARKING** on the grass areas or paths of the Downs. If any member of the league is seen to be breaking this rule, all matches the following week will be cancelled and no time allowed to rearrange these missed matches. The Downs are regularly patrolled and a wheel clamping and tow away scheme is in operation.

### 3.0 Bookings and Cancellations

- 3.1 Bristol SU will hire 25 pitches each season commencing at the beginning of October and ending at the end of March
- 3.2 Should **ALL** matches be called off due to inclement weather in a given week, the Down's Committee shall refund the equivalent of one week's total pitch hire, up to the maximum of 6 times per season..
- 3.3 Should some but NOT ALL matches be called off due to inclement weather in a given week, these will be rescheduled for a Saturday or Sunday within the season. Where this is not possible, those called off matches will each be subject to a refund equivalent of one week's hire per pitch. If there are fewer than 12 matches cancelled, cumulatively throughout a given season, no refunds will be issued. If there are 12 or more matches cancelled cumulatively throughout a given season, each cancellation is subject to refund. Calling off some matches is preferred to calling off all matches, in a given week, where possible.
- 3.4 Should matches be called off due to the Downs Committee's responsibility (e.g. faulty equipment, staff sickness), these will be rescheduled for a Saturday or Sunday within the season. Where this is not possible, the matches will be refunded.
- 3.5 Bristol SU will keep a clear track of fixture cancellations, rescheduled fixtures and refunds and will communicate this with the Down's Ranger's Manager's Office for verification.
- 3.6 Bristol City Council is unable to accommodate any games outside of the season.
- 3.7 There will be an administration charge of £75.00 for pitch cancellation after the 10 August 2025 and before the start of the season but Bristol SU will not be liable for the full pitch fee for that season.
- 3.8 Where Bristol SU cancels their pitch application after the start of the season, Bristol SU will be liable for the full pitch fee for that season. In cases where the team wishes to withdraw from the league, Bristol Parks require one month's written notice from Bristol SU.

#### 4.0 Seasonal Payments and Venues

- 4.1 Payments shall be made via invoice, in two instalments. Bristol SU will be invoiced in September and in April. Payment must be made within 30 days. Please see invoice for a full list of ways you can make your payment. Cheques and Postal Orders should be crossed and made payable to 'Bristol City Council'.
- 4.2 Refunds for cancellations will be credited to the invoice in April.
- 4.3 The inflation rate of 2% will apply to seasonal pitch hire in 2025/2026.

#### 5.0 Arrears

- 5.1 Failure to make payment within 30 days will result in the temporary withdrawal of facilities. Reinstatement will only be arranged upon full payment. Payment will need to be with us the Monday before the Wednesday match is due to be played to guarantee reinstatement.
- 5.2 Teams with outstanding invoices, or part thereof from any previous season with Bristol Parks will not be granted a pitch for the coming season until full payment has been made, regardless of a change of the club secretary.

#### 6.0 Sub lettings

The seasonal booking applies only to the club that has made the booking; therefore no sub-letting of the allocated pitch may be made without the prior written consent of Bristol City Council.

#### 7.0 Double Fixtures

Double fixtures are not permitted unless prior application is made in writing at least two weeks in advance of the scheduled matches. Where permission is given, additional attendance charges will be made for any time in excess of the normal match duration of one and a half hours.

#### **PLEASE READ CAREFULLY BEFORE SIGNING**

I have understood all the Terms and Conditions set out by Bristol City Council.

I agree that all Terms and Conditions will be adhered to at all times.

Signature of Bristol SU:

Name:

Date:

Signature of Witness:

Name:

Date:

Signature of Bristol City Council:

Name:

Date:

Signature of Witness:

Name:

Date: