

TINTINHULL PARISH COUNCIL and TINTINHULL FOOTBALL CLUB

Hire Agreement and Conditions

1.0 Introduction

1.1 This Agreement is made between Tintinhull Parish Council (known hereafter as the Council) and Tintinhull Football Club (known hereafter as the Hirer).

1.2 The Council agrees to hire the sports ground to the Hirer on the following conditions (section 3.0) for a renewable agreement for 10 years which shall expire June 2033, with a review in the 5th year.

1.3 Should the Agreement be breached by either party the Council or Hirer have the right to immediately terminate the agreement and withdraw the use of the sports field and its facilities.

1.4 Ownership of the Sports Ground and its curtilage remains with Tintinhull Parish Council on behalf of the Village of Tintinhull. Portions of the Sports Field are owned by South Somerset District Council and leased to the Council on a 999-year lease.

1.5 This Agreement recognizes the need to support a vibrant sport playing community within Tintinhull Parish allied to the availability of a high-quality playing field.

2.0 Terminology

2.1 The Premises means those premises at the Sports Ground in Tintinhull, Somerset comprising of football pitches, MUGA, parking area, outside toilet and Pavilion. The pavilion can be hired separately at £35 excluding the showers, subject for review before the start of the 2026/27 football season. If showers are required, an additional rate will apply. There is a strict policy that no studded boots are allowed in the pavilion and must be taken off at the door.

2.2 The Council manages the Sports Field and Pavilion on behalf of the village of Tintinhull.

3.0 Terms and Conditions

3.1 The right to use the outside toilet associated with the pavilion and a separate container to store equipment is at the Hirers own risk. Any container purchased will remain the property of the Council.

3.2 Where the Hirer has been loaned a set of keys, the Hirer is to be responsible for their safe keeping and to ensure that they are returned to the Council on completion of this Agreement.

3.3 Any keys shall not be given to a third party or copies of them cut.

3.4 The Hirer shall be responsible for the conduct of all players and officials using the sports ground and associated facilities on their behalf.

3.5 The Hirer shall ensure that all players and officials use the car parks provided and not park on adjacent roads.

3.6 The Hirer shall ensure that at the end of each hiring of the sports ground and storage areas are clean, tidy, secure, and free from litter. The Hirer shall ensure that no waste rubbish or refuse is left on the premises.

3.7 The Hirer shall ensure that they have adequate public liability insurance cover and provide the Parish Council with a copy of the insurance.

3.8 The Hirer will not do or omit to do anything that could cause any policy of insurances on the premises to become void or voidable wholly or in part nor anything whereby additional insurance premiums may become payable.

3.9 The Hirer is to give notice to the Council forthwith upon the happening of any event of which the Hirer should have been aware which might affect any insurance policy relating to the premises.

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3.10 The Council shall not be responsible to the Hirer, or to anyone at the premises expressly or by implication with the Hirer's authority, for any accident, happening or injury, suffered or for any damage to, or loss of, any chattel sustained, in the premises or within the car parking.

3.11 The Hirer will not store or bring onto the premises any article, substances or liquid of especially combustible, flammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Council as to fire precautions relating to the premises.

3.12 The Hirer will not do (or permit or suffer to remain upon the premises) anything which may be or become or cause a nuisance, annoyance, inconvenience, injury or damage to the Council or the occupiers of the adjacent or neighbouring premises.

3.13 The Hirer shall not erect any permanent structure on the premises without permission of the Parish Council.

3.14 A number of Council representatives are designated as portfolio holders for the Sports Field and Pavilion and may inspect the sports ground and facilities at any time to ensure compliance. Should there be any breaches, then appropriate actions will be taken to recover the cost of returning the ground and facilities back to standard.

3.15 The Hirer shall be responsible for the pitch markings.

3.16 The Council will ensure the grass is regularly cut according to their maintenance contract which does not include collecting the cuttings. If the hirer requires an extra cut this must be paid for by the hirer direct to the council maintenance contractor.

3.17 The Council is responsible for ensuring that all utility and rate bills are paid up to date.

3.18 The Hirers fees for the use of the sports field and pavilion - £500 for the first season, £550 in season 2, £600 in season 3, £650 in season 4 and £700 in season 5. All to be paid in advance of the season. For the next 5 seasons the price shall be fixed at £700 a season. All to be paid in advance of each season.

3.19 The Hirer shall gain permission to erect sponsorship boards / banners on the facility from the Parish Council.

3.20 The Hirer shall always enshrine public access to the playing field except for the football pitches during matches.

3.21 The Pavilion will remain available for public hire outside of this agreement.

3.22 The Pavilion is in the process of being refurbished, the end date of this process is uncertain now. However, the outside toilet will be a priority.

3.23 The Hirer will advertise within Tintinhull for new players at the beginning of each season and offer access to coaching sessions for all interested children.

3.24 The Hirer and the Council will work together to seek grant funding to upgrade facilities at the Sports Field. All potential upgrades will be discussed together.

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ADDENDUM

(RELATING TO PITCH QUALITY IMPROVEMENT)

INTRODUCTION

This addendum has been developed to guide both site owners and site users (eligible organisations) who wish to work in partnership to improve the quality of the grass pitches. It aims to set out the responsibilities of an eligible organisation wishing to improve grass pitches where the pitches are under different ownership such as a Local Authority, School, Town and Parish Councils. It is important for all partners to work together to achieve the common goal of improving the quality of grass pitches.

This agreement relates only to the improvement of the grass pitches at the named site. Other agreements may exist for other facilities on the site, and they might be subject to other agreements.

ETHOS AND PURPOSE OF THIS ADDENDUM

To embed an addendum within this agreement setting out the roles and responsibilities of each partner to enable them to achieve common aims and objectives to improve the quality of grass pitches at Tintinhull Sports Field .

It will set out the role of the eligible organisation and its contractors, and the information required by the Site Owner so that additional maintenance procedures can be carried out safely.

This addendum (as part of our overall agreement) can be varied to best meet each partner's needs and should be used to develop a clear understanding of roles and responsibilities and should be developed in good faith and used as a working partnership document.

The eligible organisation in the agreement has agreed to sign up to receive Football Foundation Grant Aid for the duration of 10 years to improve the quality of the grass pitches at the named site.

GENERAL CONTEXT OF PARTNERSHIP AGREEMENT

This Addendum is an additional agreement for the named eligible organisation to carry out additional maintenance procedures to improve the quality of pitches at Tintinhull Sports Field.

THIS ADDENDUM AGREEMENT is dated 02/04/2026

BETWEEN:

(1) Site Owner – Village of Tintinhull, managed by Tintinhull Parish Council ,7, Denings Close, Chard, Somerset, TA20 1LS

(2) Organisation - Tintinhull Youth Football Club organisation –Tintinhull Sports Ground, Montacute Road, Tintinhull, BA22 8QD, Tintinhull Youth Football Club will be signing up for a period of up to 10 years to the

September 2022

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Football Foundation to use their best endeavours to improve the grass pitches at Tintinhull Sports Ground.

KEY CONTACTS

(1) Key Contact for Site Owner – Heather Bryant (Clerk) 7, Denings Close, Chard, Somerset, TA20 1LS, Tel. 01460 234770 email: parishclerk@tintinhull.online

(2) Key Contact for organisation – Paul Damon (Chairman) 3 Fennel Way, Yeovil, BA22 8SA

KEY INFORMATION

(A) Tintinhull Parish Council is the owner of Tintinhull Sports Field site by the way of

Freehold or Leasehold (minor elements)

(B) If leasehold, please state the length of the lease (999 years)

(C) The pitches at Tintinhull Sports Field are used by Tintinhull Youth Football Club.

(D) The parties enter into this addendum agreement in order to set out the terms upon which the eligible organisation shall engage a contractor to carry out works or carry out the work to improve the quality of the grass pitches.

(E) It is advised that the partners in this agreement meet regularly and agree a reporting system to ensure that each partner is kept informed of works.

THE SITE

A pitch layout plan of the Tintinhull Sports Field site is attached in The Pitch Power Report .

KEY PARTNER ROLES

Site Owner

The site owner is responsible for the following:

Description of Task	Frequency
Mowing	Weekly or as required

Giving its permission for Tintinhull Youth Football Club organisation to carry improvement works to the pitches on Tintinhull Sports Field site as set out the Grass Pitch Assessment report (and in line with their funding agreement with the Football Foundation).

The site owner shall provide an agreed schedule of maintenance to the club that clearly outlines the tasks and frequency for what the site owner is responsible for on an annual basis.

If the site is accessible to the general public, the site owner is responsible for maintaining the relevant public liability insurances.

The site owner will grant its permission to the eligible organisation to performance test the pitches using the Football Foundation's PitchPower web app.

The site owner will discuss any additional site user/booking requests with the organisation to ensure that the pitches aren't being overplayed, and the organisation can continue to meet the required performance standard.

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Eligible organisation

The eligible organisation is responsible for the following:

Description of Task	Frequency
Scarification	Yearly
Decompaction	2x per Year
Goal Mouth Repair	Yearly
Overseed	Yearly
Application of fertiliser	2x per Year
Application of selective herbicide	Yearly

Providing an annual schedule of pitch maintenance works required that are in addition to what is carried out by the site owner.

Ensuring that the tasks required are carried out in accordance with the GMA recommendations and are performance tested using the pitches using the Football Foundation's PitchPower app.

Ensure that all works are carried out by organisation officials or specialist maintenance contractors are in line with current Health and Safety practices.

Ensure that it keeps accurate records of specialist maintenance contractors commissioned to carry out any pitch improvement works – Insurance, Method Statement, Risk Assessments, Product Details and Specifications and Safeguarding Certificates (DBS).

Ensure that the Site Owner is supplied with the following information from specialist maintenance contractors before any work takes place:

Insurance: The contractor ensures that it always has adequate public liability insurance in place, and it provides a copy of such insurance policies. Recommend £10 million worth of cover.

Method Statement: To ensure contractor method statements are in place for all tasks associated with any works to be undertaken, and to provide on request a copy of such method statements.

Risk Assessment: To ensure risk assessments are in place for all tasks associated with any works to be undertaken and provides a copy of such risk assessments.

Operative Qualifications: It is the contractor's responsibility to ensure that its employees are suitably qualified and trained to carry out the planned maintenance procedures. The contractor is required to provide evidence of qualifications for its employees.

Product details/specification: To ensure a detailed specification is in place for ANY products that are to be applied during any works undertaken, and to provide on request a copy of such product details/specifications to the site owner.

Safeguarding: In some cases when working on Local authority or School Sites, contractors will be asked to provide evidence of DBS check of its operatives.

Payment of the Planned Additional Maintenance Procedures

Tintinhull Youth Football Club has received a Football Foundation Grant towards carrying out additional works set out above and detailed in the PitchPower Assessment Report.

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Tintinhull Youth Football Club is responsible for paying the contractor to carry out the works agreed.

The Eligible organisation should agree with the Site Owner the most cost-effective solution to make this payment.

Changes to this Agreement

This addendum within this agreement can only be changed with full consultation of all partner agencies and should be done in consultation with the relevant constituent body and the Football Foundation.

The Hirer Agrees to abide by the above conditions of hire:

Signed

Print Name

Date

Address

The Council agrees to abide by the above conditions of hire:

Signed

Print Name

Date

Address