



Battersea Ironsides Sports Club

Constitution

The Regulations of the Club

Version 3.3

Interim Issue

9th November 2018

Battersea Ironsides Sports Operations Limited is incorporated in England & Wales

A Not for Profit Company Limited by Guarantee, Registered No: 9369674

VAT Registration Number 208 267 020

Composition of the Constitution

The constitution of Battersea Ironsides Sports Club is made up of The Rules and The Regulations.

The Rules are the fundamental structures and strategic controls of the Club and can only be changed by a formal process of the management committee and approval by the Club in General Meeting.

These Regulations are the day to day tactical controls and structures and can be adjusted by formal decision of the Management Committee.

These Regulations replace completely all preceding Regulations issued by the Club or BISOL.



Battersea Ironsides Sports Club

The Regulations of the Club

These Regulations shall also form the **BISOL Terms and Conditions of use for all Users of the Premises**. In this context they are issued by the Board of BISOL as the sole operator of the Battersea Ironsides Sports Ground [BISG]. These Regulations may be amended from time to time, it is Users responsibility to be familiar and compliant with the current Regulations available at the Club House and/or on the web site.

1. Definitions

- 1.1. USER – The individual, organisation or company for whom the facilities are being provided and their appointed representatives at the premises.
- 1.2. CLUB – Battersea Ironsides Sports Club
- 1.3. BISOL – Battersea Ironsides Sports Operations Limited
- 1.4. PREMISES – means all facilities at BISG including the clubhouse, car park, grass pitches, hard playing courts and the artificial grass pitch [AGP], and any associated changing facilities or storage and other ancillary facilities.
- 1.5. STAFF - Directors, Officers and Officials of the Club and Directors and Staff of BISOL including members of the House Committee and Grounds Committee and those others appointed by them to facilitate and regulate the use of the Premises, which shall as appropriate include the current Responsible Party as defined in Section 2.13
- 1.6. PLAYERS – The individuals be they adults or children who are involved in a User activity and all other persons who User may have on the Premises spectating or otherwise associated with such activity.
- 1.7. CHILD or CHILDREN – a person/s under 18 years of age, in these Regulations this shall include all vulnerable persons.
- 1.8. CONSTITUENT SECTION – refers a Constituent Section of the Club as defined by the Regulations of the Club;
- 1.9. ASSOCIATE SECTION – a User which is not a Constituent Section may at the sole discretion of the Management Committee of the Club for a stated period be as defined as an Associate Section of the Club.
- 1.10. BOOKING FORM – Refers to the forms appended to these Terms and Conditions required to be completed by any User for use of the Premises and/or any documents formally agreed in writing between User and BISOL which form part of such an Agreement.
- 1.11. AMOUNT DUE or CHARGES – means the amount/s that User is required to pay BISOL from time to time as set out on the Booking Form or associated Agreement or in these Regulations and associated notices.
- 1.12. WRITTEN APPROVAL where required, this shall be signed by the Finance Director or his Deputy.



Battersea Ironsides Sports Club

2. General Rules and Regulations

BISOL does not accept responsibility for any loss, damage or injury suffered by User or any other person as a result of any failure, breakdown, leakage or accident whatsoever, necessitating the cancellation or interruption of the hiring and User shall indemnify BISOL against any costs, claims or demands arising out of such failure, breakdown, leakage or accident.

- 2.1. SMOKING and DOGS - are only permitted in designated areas as defined by BISOL
- 2.2. DESIGNATED REPRESENTATIVE - Every User present at the Premises for any purpose, on each occasion, will have a designated representative who shall make themselves known to any Staff present or other User representatives immediately User or Players are requested to identify themselves.
- 2.3. All persons legally on the Premises are there with the permission and at the sole discretion of BISOL, and shall if directed by Staff, leave the Premises or any part thereof immediately. All persons using the Premises shall behave in a manner that does not cause offence, injury, damage or nuisance to property or people. All persons shall comply immediately with any instructions they receive from Staff.
- 2.4. User and Players are responsible for safe keeping of all items belonging to them, guests or third parties. BISOL accepts no responsibility for such items;
- 2.5. PURPOSE and RESTRICTION OF USE – Users must not:
 - 2.5.1. use the Premises for any purpose other than that described on the Booking Form;
 - 2.5.2. sub-hire the Premises;
 - 2.5.3. allow the Premises to be used for any unlawful purpose or in any unlawful way;
 - 2.5.4.** do anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- 2.6. INSURANCE - Public liability insurance is compulsory for all Users. The insurance must cover User, their organisation and Players for public liability claims arising from the use of the Premises and facilities, which are the subject of this Agreement. User must also be covered for liability to the Players. The minimum liability cover required is five million pounds in each and every claim. A current insurance policy and schedule of cover is to be submitted at the time of booking and at every renewal or change, and when requested by BISOL;
- 2.7. LICENCES - User shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and User hereby indemnifies BISOL against the consequences of User's failure to do so.
- 2.8. COMMERCIAL ACTIVITY



Battersea Ironsides Sports Club

- 2.8.1. Charitable or other sales or fund raising activities may be carried out on the Premises only with prior written approval from BISOL; such sales and activities should not normally adversely impact on any potential revenue generation by BISOL.
- 2.8.2. ADVERTISING** - No decorations are to be placed upon or additions made to the premises and no unauthorised posters are to be displayed outside the Premises advertising an event without the prior written consent of BISOL.
- 2.9. NUISANCE and CONSIDERATE BEHAVIOUR
- 2.9.1.** Players attention shall be drawn to the need to vacate the facilities in a quiet and orderly manner in view of the proximity of nearby residential properties;
- 2.9.2. NOISE** - No radios or other sound reproducing apparatus are to be used outside within BISG without the prior written consent of BISOL.
- 2.9.3.** The Premises are in a residential area and Users agree to comply with parking rules outside the Premises and minimise disturbance to neighbours. Failure to comply may be taken into consideration when accepting bookings. Users further agree to ensure that their Players comply in this regard.
- 2.10. Each Constituent Section or User shall respect other Constituent Sections or Users activities where there may be an interface e.g. with adjacent pitches, match day changing facilities, or on a day where there may a planned social event, such as to not cause any adverse imposition. Any failure to do so may result in disciplinary action or additional charges;
- 2.11. DISCIPLINE - Where BISOL advise that a particular person or persons may not use the Premises, that Person understands that they may not enter the Premises until such time that such a ban is removed. A Disciplinary Panel process is provided for in these Regulations to handle more serious incidents.
- 2.12. ACCESS - BISOL reserves the right to enter the Premises and facilities at any reasonable time, for the purposes of inspection or to carry out necessary repairs or maintenance. BISOL undertake where possible to advise User of such a need as it arises, prior to entering the facility.
- 2.13. **Where there is a situation at the Premises which requires an individual to take charge and to act as the responsible person regarding the Premises and those present, those present shall establish the Responsible Party present (SEE BELOW) and shall then follow the instructions of the Responsible Party. Such instruction which shall be guided by these Regulations until a more senior person shall take over.**
- 2.13.1.** The Responsible Party should as soon as practical be in telephone contact with a person in (a) (b) or (c) below and take instructions on the best way forward in the circumstances and be prepared to make a full written report to BISOL (Please make notes of date, times, names, contact details, etc).



Battersea Ironsides Sports Club

2.13.2. Responsible Party – the Responsible Party or senior person present at the Premises may need to be established. The following order of precedence shall be applied to determine who should take charge:

- a) A member of the Management Committee of BISC or Director of BISOL
- b) A member of the House or Grounds Committee of BISOL
- c) BISOL Staff
- d) An Officer or Director of a BISC Constituent Section
- e) Staff member of Hornsby House School organising sport at the Premises
- f) A Member of BISC involved in organising a team or group
- g) An Officer or Director of an Associate Section
- h) An organiser of a User activity.
- i) Another person who shall be deemed suitable by the majority of those present.



Battersea Ironsides Sports Club

3. Applications and Bookings

- 3.1. A completed, signed and returned booking form is taken by BISOL as acceptance and agreement by User of these Regulations as terms and conditions of hire. User agrees to ensure that all persons using the ground under their auspices also understand and comply with these Regulations;
- 3.2. All bookings must be made on the prescribed form. Where a form has not been properly provided there is no booking. Telephone bookings will be accepted on a provisional basis and held for a maximum of two weeks or until 7 days before the booking or until a signed booking form is received, whichever is the earlier.
- 3.3. When hiring a facility, the scale of charges is for the exclusive use of the specific facility for the specific area hired and associated equipment, and does not include use of changing facilities, car park or access to the Clubhouse unless specified. Users will be charged for provision of any equipment that is not normally included in the hire.
- 3.4. BISOL reserves the right to reject as it sees fit any application or part thereof for hire of the facilities.
- 3.5. BISOL reserves the right at any time to refuse or cancel the hiring of any hired premises. BISOL shall not be liable for any payment whatsoever, either to User or to any other person in respect of a claim of compensation or damage arising in any manner from the cancellation of any hired premises.
- 3.6. Any special events are subject to additional charges to cover additional cost eg. additional staffing, preparation and rubbish clearance.
- 3.7. The hire of a specific facility shall not entitle User or Players to use or enter any other facilities, grounds or buildings of BISOL or to use the facility outside the specific times of hire.
- 3.8. The booking period runs from the Start time to the Finish time as identified in the Booking Form. When applying for use of the Premises User must include any set-up time and time required to clear up afterwards. The Premises must be left ready for the next User at the allocated time, with any equipment or furniture returned to its designated position. The hired premises may not be used or occupied prior to the stated time of hire. BISOL reserves the right to make further charges as a result of exceeding the allotted time or the need for additional resources.
- 3.9. Any additional equipment, appliances or other furniture required by User to be brought to the facility must be provided at Users own cost and must be agreed with BISOL in writing at the time of booking.
- 3.10. PARKING – BISOL Car Park is normally for BISC Members only. Parking for all other Users of BISOL facilities is strictly limited to facilities booked on the booking form. Users shall be liable for any charges incurred by Players attending their sessions.



Battersea Ironsides Sports Club

- 3.11. Vehicles are parked at the owner's risk and BISOL accept no liability for any loss or damage to vehicles or property
- 3.12. User shall accept full responsibility for any damage or loss to BISOL property as a result of their negligence and will be liable to any costs to repair or replace any such property and for any loss of income in the interim and charges incurred for the hire of alternative facilities.
- 3.13. TERMINATION - All bookings shall terminate on or before the last day of August in each calendar year, where it has been requested on the booking form, the booking may if available be carried on from school year to school year. Where such a regular booking is permitted to continue to the following school year, BISOL will inform User by the last day of June preceeding. Nobody other than the Finance Director of BISOL shall be permitted to provide exclusions to this rule and they will always be written.
- 3.14. CANCELLATION

3.14.1. User must give BISOL sufficient formal written notice of its wish to cancel any booking. Where such notice is given to BISOL, fees paid in advance less any deposit and any costs incurred by BISOL will be refunded. Sufficient formal notice is defined as what is written on the booking form or as follows:

Type of Booking	Notice Period Required
One off bookings	Two weeks
Regular Bookings for more than one month	One month
Regular Bookings for more than three months	Three months
Regular Bookings for more than Six months	Six Months

3.14.2. BISOL reserves the right to cancel bookings of facilities in light of a club event that may need use of the facility. BISC events hold precedent over all external booking. BISOL will endeavour to give as much notice as possible prior to cancellation.

- 3.15. BISOL does not give any guarantee as to the standard of any facility nor to the maintenance or improvements of this standard during the duration of the hire period. User should be aware of the standard of any facility upon submitting his/her booking form and such applications will be deemed to be for the particular facility as seen with reasonable wear and tear not least considering weather conditions.



Battersea Ironsides Sports Club

4. Charges

- 4.1. Charges will be made in line with the current Schedule of Charges as provided by the board of BISOL from time to time, BISOL reserves the right to implement changes to pricing at any time. Charges will be reviewed every 12 months. Regular Users will be given 30 days notice of changes when possible.
- 4.2. **Charges may be made for changing rooms, breakages, floodlights and/or electrical supply, storage and other incidental equipment and facilities.** All use of facilities other than the facilities defined may incur a charge which will be specified from time to time in BISOL's Schedule of Charges for Users.
- 4.3. **BISOL may define additional charges to encourage the disciplined use of the facilities by both Constituent Sections and Users and their Players.**
- 4.4. Charges will be invoiced to User as appropriate and it is a condition of the booking that they will be settled promptly. By the act of booking User and all their Players agrees to pay the charges and abide by these Regulations. Normal Terms are payment in Advance. A Booking Deposit may be required.
- 4.5. PAYMENT – If not specified elsewhere in writing Invoices must be settled in full 30 days from date of invoice and BISOL reserves the right to cancel further use of BISOL facilities with no notice should payment be outstanding.
- 4.6. Tax – VAT and all other applicable tax is payable on all charges at the prevailing rates
- 4.7. VAT Exemption - Block and continuous bookings may be deemed VAT exempt for schools and official sports clubs subject to the following conditions being met
 - 4.7.1. The exemption is at the sole discretion of BISOL
 - 4.7.2. The bookings must be for a series of 10 sessions, for the same activity in the same place
 - 4.7.3. Bookings must be for a school, sports club or formally constituted association
 - 4.7.4. The booking for the series must be evidenced by a written agreement (booking and agreement form)
 - 4.7.5. User must have exclusive use of the facility booked
 - 4.7.6. Intervals between bookings must be for no less than one calendar day and no more than fourteen
Should a session be cancelled by User bringing the bookings to less than 10 sessions, VAT will be charged for all bookings in that series.
 - 4.7.7. In the event of a facility closure or cancellation by BISOL intervals between a series of 10 may be extended for the time the facilities are closed only provided the facilities are available
 - 4.7.8. Users liability for the VAT on the whole series shall persist until all Charges for the series have been settled in full and HMRC have consented to the transactions.



Battersea Ironsides Sports Club

5. Safety

- 5.1. BISOL does not warrant the suitability of the facilities for any specific sport or activity.
- 5.2. BISOL accepts no liability for any personal injury suffered by any participant unless directly caused by BISOL's negligence;
- 5.3. In the event of an emergency all participants must follow the instructions of the Staff or Responsible Person.
- 5.4. User is responsible for the health and safety of all participants, spectators and the public.
- 5.5. User must establish the safety of the facility for the activity they are managing, undertake appropriate risk assessments and ensure it is suitable.
- 5.6. User must ensure that where sport is being played, the accepted rules promulgated by the National Governing Body of the Sport MUST be applied rigorously by the Referee, Umpire or other supervisor
- 5.7. User confirms awareness of the location of the following and will not use the Premises unless Designated Person is aware and fully briefed:
 - a. Fire alarm points
 - b. Fire evacuation procedures, routes, refuge point and assembly point
 - c. Location of a telephone for use in emergencies
 - d. Location of first aid kit
 - e. Location of the accident reporting book
 - f. Location of nearest hospital accident and emergency department at St Georges Hospital, Tooting
- 5.8. User must provide appropriate stewarding for the control of Children not least in entrances, corridors, stair cases, changing rooms, showers and toilets
- 5.9. User shall ensure that where Children are involved appropriate formal child protection policies are in place and enforced. BISOL may require these to be produced at any time.
- 5.10. Premises are private property. Where no Staff are present, User is entitled to request that any unknown persons identify themselves and make their business known or to politely require that they leave the Premises immediately if they do not have a genuine reason to be on the Premises. Responsible Party policy is designed to allow User to involve Police as required.



Battersea Ironsides Sports Club

6. House Conditions

- 6.1. Smoking - is never permitted inside the Premises;
- 6.2. Electrical Equipment - User shall ensure that any electrical appliances brought to the Premises and used there shall be safe and in good working order, used in a safe manner and have been tested in accordance with current safety testing requirements; User is responsible for safe keeping of all items belonging to User, its guests or third parties engaged by it. BISOL accepts no responsibility for such items;
- 6.3. Food and Drink
 - 6.3.1. It may be permissible to sell or provide refreshment on the Premises with the specific written permission of the Staff (normally the House Manager). Requests to sell or use such refreshments must be made to BISOL at the time of booking;
 - 6.3.2. User must if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations;
 - 6.3.3. Where User has external caterers on the Premises during the booking, User is responsible for ensuring that the caterers comply with all health and hygiene legislation and regulations;
 - 6.3.4. BISOL reserves the right to prohibit the sale or consumption of alcohol on its premises. Alcohol may only be brought onto the premises with prior written permission of the House Committee, such permission may be revoked at any time as BISOL sees fit. Any Licence required must be obtained by User.
- 6.4. Regular Users may request to become an Associate Section of BISC and when this has been confirmed by the Management Committee and the Associate member's list is available on Premises and up to date, BISC Licensed Bar Facilities in the club house may be made available to an Associate Section's members (as per supplied membership list) and their signed in guests. This is a privilege that may be withdrawn at any time.



Battersea Ironsides Sports Club

7. Grounds Conditions

7.1. BISOL will make reasonable endeavours to provide well maintained and resilient facilities and to provide a surface which is suitable for the sport concerned.

7.2. BISOL reserves the right to close any pitch or facility at any time

7.3. Where facilities are closed due to inclement weather, anticipated inclement weather or ground condition caused by inclement weather, no refund of fees shall be payable by BISOL

7.4. **WEATHER and PROTECTION OF FACILITIES - User understands that the combination of inclement weather and wear and tear can be very unforgiving on grounds. Users including Constituent Sections must:**

7.4.1. abide by any conditions imposed by BISOL, such as restrictions on usage of a playing surface, duration of play or size of playing groups;

7.4.2. carefully and diligently monitor the weather and ground during play and

- a) **unilaterally withdraw from the facility if unreasonable wear is being caused or damage to turf;**
- b) **always co-operate carefully with Staff on a day to day basis to ensure that the grass is not over used and/or damaged.**

Any contravention of these conditions may result in further restrictions being imposed / access to facilities and/or premises being withdrawn or charges being payable not least to recompense for damage or repair of such damage. Such damage may amount to many tens of thousands of pounds.

7.5. All parties will take a reasonable and balanced approach to priorities causing contention between BISOL and Users, or between Users

7.6. Users must ensure that they treat the facilities in a proper manner eg. no washing of boots in showers, kicking of footballs in buildings or leaving litter

7.7. LITTER - All litter must be placed in the bins provided or taken away. It is the responsibility of User that the facility is left in the condition in which it was found. Further charges may be applied for additional litter clearance and general tidying up.

7.8. AGP and Ball Courts - FOOD and DRINK - No food or drink may be taken onto the AGP at any time with the exception of water in appropriate containers;

7.9. GLASS - No glass bottles or glass in any form must be taken into the changing facilities or onto any pitch or facility outside Clubhouse and immediate fenced terrace area

7.10. Footwear

7.10.1. Suitable footwear must be worn on the AGP, with no "blades" or studs allowed;



Battersea Ironsides Sports Club

- 7.10.2. Correct and non-soiled footwear suitable for the playing surface and any other special or protective clothing required must be worn at all times as specified for the surface by appropriate sport National Governing Body [NGB] or BISOL.



Battersea Ironsides Sports Club

8. Discipline and Safeguarding

- 8.1. **BISOL is not responsible for the Safeguarding of Children or vulnerable people** on the Premises. BISOL recognise it must include Regulations to ensure that Safeguarding can be regulated by User, especially when no Staff are present and where more than one User or User Organisation may be present. Where Children are present then the views of User representative responsible for the Children shall be carefully considered by all Users and may need to take precedence over other opinions.
- 8.2. All Users must note that Children may be present at the Premises and will modify their behaviour to ensure that the children, their supervisors, parents or carers are not offended in any way, particular attention will be paid to language and behaviour. Any behaviour by other users of the Premises which may give cause for offence or for safeguarding concerns among the responsible parties directing sports for Children may, following a warning, necessitate User or individual responsible being asked to identify themselves and leave the Premises immediately, disciplinary procedures may follow.
- 8.3. **Safeguarding or Disciplinary Incidents**
- 8.3.1. Inappropriate behaviour may include violence, rowdy behaviour, strong language, inappropriate attire, gestures, loitering without apparent involvement in the activities of the club, any other acts or behaviours which cause concern for whatever reason. Normally the offending party/ies will be instructed to desist and warned.
- 8.3.2. The Responsible Party may demand and must be given the identity or identities of any individual, group or team causing concern including name, user organisation, telephone numbers and home address of individuals, this is a condition of being on the Premises.
- 8.3.3. Photographs may be taken, by being on the Premises all parties consent to such photos being taken by Responsible Party or his deputy or use of CCTV fitted for security or other purposes.
- 8.3.4. Any party deemed responsible for such inappropriate behaviour will be immediately suspended and having been identified must leave the Premises immediately, they may not return until such time as a safeguarding Panel invites them to give evidence, and as directed thereafter.
- 8.3.5. Where appropriate the police or the LADO or other appropriate statutory officer will be immediately informed and BISOL and Users will co-operate fully with such inquiries whoever initiates the call/s, both at the time and during a follow up inquiry.
- 8.4. **Safeguarding or Disciplinary Panel [Panel]**
- 8.4.1. Where a matter, situation or incident needs to be considered further, the Responsible Party and witnesses will make a report and a panel of 3 or more suitable officers will be formed, at BISOL Board's



Battersea Ironsides Sports Club

discretion, but typically one from User body offended against and two or three from BISOL and/or a Constituent Section. In the case of a safeguarding matter one of whom shall always be a safeguarding officer (or suitably informed person).

- 8.4.2. The Panel will appoint a time and place normally within 10 days of the incident and this Panel will hear evidence from those concerned and from any appropriate witnesses, at least 3 days notice will normally be given to those required to attend.
- 8.4.3. Non attendance - Having been invited, where a person accused of an offence does not attend the Panel at the appointed time, without reasonable communication of serious reasons for not attending, this will constitute admission of guilt and the outcome will be judged in the offender/s absence.
- 8.4.4. Evidence from Children may be gathered and presented in such a way as directed by the Panel to cause minimum distress.
- 8.4.5. The Panel will always be careful & equitable.
- 8.4.6. Interpretation of these Regulations and judgement of the Panel shall be final and binding on all Staff, members, tenants, members of Constituent Sections and Users.
- 8.4.7. The Panel will rule on the outcome, which depending on the severity of the issue defined and evidenced and a moderated and adjudged outcome, may include, but not be limited to:
 - a. a formal warning;
 - b. the suspension of an individual or team or group for a period stated and with full fees being payable for unused facilities;
 - c. banning of an individual or team from the facilities and with full fees being payable for unused facilities for a period of up to 4 months from the date of the incident;
 - d. Expulsion from BISC and the Constituent Section as per the Constitution of BISC;
 - e. Banning of any or all of those involved from the Premises indefinitely.
- 8.4.8. An appeal against a Panel decision may be made in writing to the Chairman of BISC, but will only be heard if deemed appropriate by the board of BISOL. The appeal may at the sole discretion of BISOL be heard by an appropriate group of Directors of BISOL appointed for such a purpose, at such time, in such place and in a way deemed appropriate by BISOL. This group may be supported by such persons as the Directors deem appropriate.