

THESE ARE OUR GENERAL TERMS AND CONDITIONS

DEFINITION OF TERMS

“We”/“Us”/“Hitchin Town Community FC”/“HTCFC”/“The Arena” refers to the management of The Arena at Norton Road, Baldock, Hertfordshire, SG7 5AU.

“The Client”/“You” refers to the person or company or team making the booking

“Event”/“Function” refers to the hire of all or part of The Arena, Cafe & Bar or Study Support Centre, regardless of pitch hire.

“Casual booking” refers to a one-off or irregular booking of the pitch.

“Block booking” refers to a booking of the pitch for 10 weeks or more.

“Guests” includes all persons in attendance at an event, function or any type of booking, either participating, watching, or invited by the client.

1 PRINCIPLE TERMS

1.1. You agree to comply with the rules of The Arena which are displayed prominently in and around the premises and relate to opening hours, use of the facilities and your conduct. We may make any reasonable changes to these rules at any time provided we give you advance notice of the changes by displaying them in The Arena.

1.2. We may assign the benefit of this Agreement and our right there under to a third party on notice to you.

1.3. This Agreement is governed by English Law.

1.4. In the event that a single term, condition or rule of The Arena or of this Agreement is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.

2 DAMAGE TO THE PREMISES

2.1 The client shall become liable if, as a result of the actions of the client or its guests, property belonging to HTCFC becomes damaged, lost or stolen.

3 BEHAVIOUR

3.1. Guests remain the responsibility of the client at all times whilst on the premises and in The Arena grounds. HTCFC ask all clients to ensure their guests arrive and depart quietly and peacefully ensuring no disturbance to local residents.

3.2 Blades or metal studded boots may not be worn at any time at The Arena. Any person found wearing inappropriate footwear will be asked to leave the playing area by a member of The Arena staff. A ban will result for any team in continuous breach of this rule.

3.3 Smoking is prohibited in The Arena building and its grounds (including the pitch) except for in designated smoking areas.

4 LIMITATION OF LIABILITY

4.1. HTCFC shall provide its services with reasonable skill and care and to a reasonable standard.

4.2 In so far as HTCFC is in breach of the agreement and the breach is capable of remedy, HTCFC will use its very best efforts to provide a solution mutually acceptable to HTCFC and the client.

4.3 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this Agreement or to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless the loss or damage is attributable to:

4.3.1 Your own fault; or

4.3.2 A third party unconnected with our provision of services under this Agreement; or

4.3.3 Events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

4.4 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

4.5 In no event shall HTCFC be liable for:

4.5.1 any damage to property whether arising directly or indirectly from any breach or tort;

4.5.2 loss of income, profit, revenue, goodwill or anticipated savings arising directly or indirectly from any breach or tort;

4.5.3 loss or damage;

4.5.4 any indemnity in respect of the items listed directly above.

4.5.5 any injuries or damages that occur to you the client, your guests, your property or a third party while hiring, using or in the facility or its grounds.

4.6 In particular, clients, their guests and third parties are prohibited from climbing onto the roof of the facility or any other part of the building to retrieve footballs or for any other purpose. HTCFC therefore accept no responsibility for any injury or damaged caused to you, the client, your guests or any third party in breaching this rule.

5. HTCFC CANCELLATION

5.1. HTCFC reserve the right to cancel an event for any of the following reasons:

5.2. Repeated rude abusive behaviour, racial or discriminatory comments to staff or other guests.

5.3. Consumption of alcohol during the event that has not been purchased on the premises.

5.4. Behaviour likely to affect the enjoyment of other guests or likely to endanger staff or other guests.

5.5. Fighting or threatening behaviour.

5.6. Payment not received in full 14 days prior to the event.

5.7 In the event of HTCFC cancelling the event for any reason other than those highlighted above, or on any other reasonable grounds, all monies paid would be returned or an alternative date offered.

5.8. Force Majeure - in the event of a war, flood or any other event outside the control of HTCFC, HTCFC shall not be held liable.

6. BLOCK BOOKING TERMS AND CONDITIONS

6.1. A block booking will only be accepted in the name of a team manager / club secretary.

6.2. All bookings must be paid for prior to play.

6.3. A block booking constitutes a minimum of ten sessions.

6.4. HTCFC reserves the right not to renew any block booking. In this situation 14 days notification would be given.

6.5. HTCFC reserves the right to amend their prices at any time. In this situation 14 days notification would be given and the option given to discontinue the booking.

7. CANCELLATIONS AND POSTPONEMENTS (BLOCK BOOKINGS)

7.1. Should a team/company need to postpone a booking for any reason then an application to postpone must be received by The Arena at least 72 hours prior to use.

7.2. For the avoidance of doubt, you are obliged to make every weekly payment regardless of non-attendance, whatever the reason for non-attendance might be, except during postponement of use with prior notice in accordance with clause 7.1 above. Should you fail to make a weekly payment then the remainder of the weekly payments become immediately due. If for any reason whatsoever we are unable to collect an amount from you, you authorise us to implement a third party to recover the debt. Any charges incurred in doing so will be borne by you.

7.3. Use of The Arena will be withheld while a debt remains on a team's account.

8. CANCELLATIONS AND POSTPONEMENTS (EVENTS & FUNCTIONS)

8.1 A non-refundable deposit of £150 or 20% (whichever is the greater) is required to secure any function or event.

8.2 Any cancellation for a function or event must be made in writing or by email by no later than 9am the day two weeks prior to that event, otherwise the deposit will be retained.

8.3 Bookings made with 2 weeks or less notice will be charged at the full rate if cancelled with less than 48 hours notice.

9. CANCELLATIONS AND POSTPONEMENTS (CASUAL BOOKINGS)

9.1 Payment for any casual booking should be made in full within 7 days of making the booking or by 14 days prior to the booking, whichever is soonest.

9.2 In the event of a cancellation, notice must be given in writing no later than 9am the day prior to the booking. Sunday bookings must be cancelled by 5pm the Friday before. Cancellations after this time or non-arrivals will be charged at the full rate.

10. FAILURE TO MAKE PAYMENT

10.1 If you fail to pay any amount due under this Agreement, for a period of more than thirty days, then we may pass the debt to a third party company for collection. All costs incurred in employing the third party company will be borne by you.

HTCFC reserve the right to amend these terms and conditions at any time by giving 14 days notice and public display of the new terms and conditions within The Arena.

IMPORTANT - USE OF YOUR INFORMATION

We may use your personal data to contact you regarding matters pertaining to this Agreement and your team's day-to-day involvement with The Arena. We would also like to contact you regarding other products and services from selected third parties. If you would prefer us not to do this, please write to us at The Arena.

CCTV is used to monitor our premises for security purposes.

In the event that we refer a debt on your Agreement to a third party company for collection under clause 10.1 above, we will pass your details to that company and provide a copy of any documentation you have completed, if requested to do so.