

4G Astroturf Football Pitch Hire Terms and Conditions

By hiring a pitch at The Football Pad, Barnet Lane, EN5 2DN you are agreeing to these terms and conditions of hire. Please note that any breach of these terms and conditions may result in the cancellation of bookings without refund and the NorthLondonAstroHire.com Ltd refusing to accept bookings from the Hirer in the future.

1. Definitions

- 1.1 "Pitch" means the pitches owned by NorthLondonAstroHireLtd.com Ltd located at Barnet Lane, EN5 2DN.
- 1.2 "Booking" means a reservation of the whole or part of the Pitch for a minimum of 30 sessions (split into a minimum of 3 ten-week blocks) or such other arrangement agreed between NLA and the Hirer.
- 1.3 "Facility" means The Football Pad, Barnet Lane, EN5 2DN, being the place where the activity or sport takes place.
- 1.4 "Hirer" means the individual (aged 18 or over), team, body, club, school or organisation who makes the Booking.
- 1.5 "Users" means any player, spectator, Hirer or any other person who has any involvement whatsoever with the use of the Facility during a Booking.
- 1.6 "NLA" means NorthLondonAstroHire.com Ltd, being is the organisation whose facilities the Hirer is hiring and paying for.

2. Bookings, Payments and Cancellations

- 2.1 A Booking will constitute an acceptance of these terms and conditions and must be made by email.
- 2.2 Payments for Bookings are to be made in accordance with the invoice issued to the Hirer by NLA and as follows:
 - (a) For the first ten-week block immediately upon the Booking being made;
 - (b) For the second ten-week block not less than 28 days prior to the first date of that block; and
 - (c) For the third ten-week block not less than 28 days prior to the first date of that block
- 2.3 A Booking is not considered as confirmed until payment has been made in accordance with 2.2. Should payments not be made in accordance with the terms of paragraph 2.2, this will not operate as a cancellation, but instead shall be monies due from the Hirer to NLA and shall be recoverable as a debt.
- 2.4 Pitch bookings **cannot be cancelled** by the Hirer once made.
- 2.5 Under no circumstances can a Booking be refunded or exchanged.
- 2.6 NLA shall have the right to cancel any part of or the whole of any Booking in either of the following circumstances:
 - (a) Should NLA require the Pitch for another event;
 - (b) If the Hirer is in breach of any of these Terms and Conditions, including but not limited to the failure to make any payments

In the case of a cancellation under paragraph 2.6(b) the Terms and Conditions shall prevail, including the liability of the Hirer to make all payments.

2.7 Should the Pitch be deemed unusable by NLA due to inclement weather conditions on the day of hire, the Hirer will receive a full credit for a replacement session within the same playing season.

2.8 The use of any scooters, skateboards or bicycles is not permitted on the Pitch. Dogs are not permitted on any Pitch or in the Facility.

3. Obligations on the Hirer

3.1 The Hirer must leave the Facility in a clean and tidy state after use and is responsible for ensuring that the Facility are treated in a considerate manner. No smoking, spitting or the chewing of gum is permitted and **only re-usable bottles are permitted at the Facility**. No food or drink is to be brought in from an outside vendor or consumed at the Facility. The consumption of alcohol at the Facility is prohibited. All litter must be removed at the end of each session. Any damage caused by the Users must be immediately reported to NLA by the Hirer and the Hirer shall be liable in all regards.

3.2 The Hirer shall repay to NLA on demand the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is stolen or damaged or destroyed during the period of hire, or prior or subsequent thereto if in relation to or by reason of the hiring

3.3 Users shall not act in a manner which causes injury, damage or distress to any property or person, including NLA staff and other users of the Facility. Users shall obey any instruction given by ground staff. The Hirer shall be responsible for ensuring that the behaviour of all Users associated with the Booking complies with these Terms and Conditions and shall be liable for any damage caused by such Users.

3.5 The Hirer must ensure that all Users of the Facility wear appropriate footwear for the playing surface (as signposted at the Facility). Any form of bladed boot is not permitted. Trainers, flat soles, pimpled soles, muddy boots are not permitted on the Pitch. Any User that is found to be wearing inappropriate footwear will be immediately instructed to leave the Pitch.

3.6 The Hirer must only use the Pitch allocated to them. The time allocated for the Booking, is to be inclusive of warming up, cleaning up and all obligations contained herein. The Hirer must not use the grass area surrounding the Facility prior to their Booking for warming up or for any other purposes. The Hirer must ensure that the Pitch is left at the end of each session ready for the use by the next User and all goalposts are replaced to their base position at the end of each session.

3.7 The Hirer must ensure that all Users of the Facility associated with their Booking park correctly. For the avoidance of doubt there is no parking available within the Facility. All vehicles are parked at the owner's risk in the public car parks adjacent to the site and NLA shall not be responsible for any resulting loss or damage.

3.8 The Hirer is responsible for providing balls and other associated equipment required in relation to their Booking.

3.9 A Pitch cannot be used without booking in advance and without having received confirmation of the booking from NLA. Any use of a pitch without pre-booking will be retrospectively charged for.

3.10 The Hirer is responsible for ensuring compliance with child protection legislation and current guidance and is to ensure that relevant criminal records checks have been carried out through the Disclosure and Barring Service (DBS) for all staff and volunteers that work with children, young people and/or other vulnerable groups.

3.11 The Hirer is responsible for providing adequate first aid provision and for ensuring that all relevant and up to date first aid certificates are in place for all staff and volunteers that work with children, young people and/or other vulnerable groups

3.12 The Hirer shall have in place prior to the commencement of the Booking sufficient public liability insurance and shall provide a copy of the same to NLA following request.

3.13 The sub-letting of any Booking is not permitted.

3.14 Any breach of and/or failure to comply with these Terms and Conditions may result in the cancellation of all the Hirer's current Bookings at NLA's Facility without the provision of a refund and/or the refusal to accept any future bookings from the Hirer. The use of any such remedies is without prejudice to any other claim or remedy which NLA may have against the Hirer.

4. Limitations and Exclusions

4.1 NLA does not accept liability for any loss suffered by the Hirer because of any cancellation by NLA or for any unforeseen unavailability of the Facility.

- 4.2 NLA does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the Users of the Facility.
- 4.3 NLA will not accept liability for any personal injury or loss of life howsoever caused to any Users of the Facility, unless resulting from negligence on the part of NLA.
- 4.4 NLA shall not be held responsible for damage to or theft of any property left at the Facility.
- 4.5 The Hirer shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Facility as part of the Booking and NLA does not accept any responsibility whatsoever for any loss, damage, injury or other consequence arising from the use of the Facility, whether or not identified by such risk assessment.
- 4.6 The payment of a booking fee for a Pitch does not create or cause to create any interest in the land by any means and does not imply any relationship of landlord and tenant.