

THE HIVE LONDON PITCH BOOKINGS - TERMS AND CONDITIONS

The following are the general terms and conditions (the **Terms**) relating to hire of the astro or grass sports pitches, facilities and any other training areas within The Hive London, whereby The Hive Football Centre Limited is the **Hive** and you are the **Hirer**.

These Terms should be read in conjunction with any individual conditions or arrangements agreed between the Hive and the Hirer. **Please pay particular attention to cancellation and reschedule terms at 3.3 and 3.4.**

Please contact us as per the number or email address published on our website should you require further information or clarification.

1. Conditions and Method of Booking

- 1.1. A booking is made as an initial 30 minute time slot with subsequent 30 minute increments possible, unless otherwise agreed by the Hive.
- 1.2. The Hive reserves the right to decline booking requests or to limit the amount of time played during a booking without cause but in particular if it deems that this is in the long term interests of the sustainability of the playing surface and/or the safety of any staff member of or visitor to The Hive London.
- 1.3. Changing accommodation and storage is not provided as part of the booking unless where expressly agreed otherwise by the Hive.
- 1.4. Applications for the bookings of pitches should be made via the Hive's online booking portal. The Hirer will be sent a copy of these Terms with either an invoice or receipt of payment.
- 1.5. The Hirer must have a valid and active Membership, unless otherwise agreed by the Hive at the time of booking.
- 1.6. The acceptance of the application form does not constitute a contract unless the Hirer receives written confirmation from the Hive.
- 1.7. The Hive reserves the right to refuse an application without stating the reason.
- 1.8. The Hive reserves the right to re-allocate pitches or time slots according to need. Where possible the Hive shall give the Hirer notice of any change(s) to their booking.

2. Payments

- 2.1. Save for block bookers (as set out below), all Hirers must pay for their hire in one payment and in advance of use unless otherwise agreed by the Hive.
- 2.2. Payment can be made via the Hive's online booking portal, unless where a Hirer is invoiced in which case the method of payment will be indicated on the invoice.
- 2.3. No booking can be confirmed until the required payment is received, except where agreement is already in place for instalment payments.
- 2.4. The Hive reserves the right to amend the scale of charges at any time without prior notice.

- 2.5. When using pitches or any other training or changing facilities at The Hive London, the Hirer must provide evidence of payment for that use. Failure to produce a receipt on demand may result in the Hirer being removed from the site.
- 2.6. Block or repeat bookings may be paid in instalments. Such payments shall be in accordance with the Hive's available payment plan(s) and subject always to the Hive's ultimate discretion.
- 2.7. If accepted as a block or regular booker, the Hirer adheres to the following:
 - 2.7.1. Each team must have a single point of contact which is provided in advance of the relevant booking by the Hirer to the Hive. This must include a contact phone number, address and email address.
 - 2.7.2. Block bookings must be paid for in accordance with the payment options offered online by the Hive from time-to-time.

3. Cancellations

- 3.1. Provisional bookings are not offered.
- 3.2. Subject to clause 3.3 below, any cancellation by the Hirer (including a failure to attend at the booking time) will constitute a forfeiture of the booking and associated fees and will not entitle the Hirer to any refund, reduction, credit, exchange or similar.
- 3.3. If the Hirer provides at least 7 days' written notice of a booking cancellation or reschedule request to pitchbooking@thehivelondon.com and the Hive (at its full and final discretion) agrees to such cancellation, the Hirer will receive a pitch booking credit note (valid for 12 calendar months) of equivalent monetary value to the original booking fee. There shall be no obligation on the Hive to make any particular pitch or date available for use.
- 3.4. Hirer will only be permitted to move or cancel a booking once and shall not be permitted to move or cancel a previously rescheduled session. The Hive shall have the right to refuse a cancellation or reschedule request on the basis of multiple, repeat requests.
- 3.5. No change in time or date at the request of the Hirer shall entitle the Hirer to any form of price reduction, refund or credit.
- 3.6. The Hive reserves the right to cancel a booking and/or close the site or any pitch or facility without notice during any day(s) on which it has been let. No money will be refunded for bookings affected by closures but the Hirer will receive a pitch booking credit note (valid for 12 calendar months) of equivalent monetary value to the original booking fee. There shall be no obligation on the Hive to make any particular pitch or date available for use.
- 3.7. The decision as to whether pitches are in a fit state of play rests ultimately with the Hive. During inclement weather the pitch conditions can be ascertained by contacting the Hive as per the number or email address published on our website.
- 3.8. The Hive accepts no liability for any cancellation, delay or postponement to a booking or match caused or decided upon by any member of the Hirer's booking party. For example where the referee decides that the pitch is not in a fit playing condition or too few team members are present for a match to go ahead. No refund (in full or in part), reduction, credit, exchange or similar shall be given by the Hive.

- 3.9. The Hive reserves the right to cancel any booking and refuse use of a pitch in cases of misconduct, abuse of The Hive London staff, or illegal use or activity.

4. Use of Facilities

The Hirer and their booking party must adhere to the following at all times or they may be subject to the booking(s) being cancelled and/or a fine being imposed by and at the full discretion of the Hive:

- 4.1. All persons on site at The Hive London shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the site.
- 4.2. All persons shall conform to any site regulations or byelaws in force and with any instructions they may receive from the staff or any other officials of The Hive London.
- 4.3. The Hirer will be responsible and liable in full for wilful or negligent damage caused to the pitches, equipment, buildings, or any other facilities or property of the Hive or The Hive London. This includes where such damage is caused by another member of their booking party, including where an opposition team or an associated bystander.
- 4.4. The Hirer must ensure that they treat the facilities at The Hive London in a proper manner. This includes but is not limited to not: kicking footballs in the car park; washing boots in showers; kicking footballs inside of buildings; leaving litter or unreasonable levels of general mess; smoking on site, or urinating on or around the pitches.
- 4.5. No glass bottles or glass in any form must be taken onto the pitches or into the changing facilities.
- 4.6. The Hirer and their associated party should bring their own gear and equipment – no boots, footballs or any other equipment is supplied unless otherwise agreed or purchased at The Hive London.
- 4.7. Appropriate footwear and clothing must be worn on the pitches. Further information can be obtained by contacting the Hive as per the number or email address published on our website.
- 4.8. At no time should the Hirer or their associated party enter the pitch prior to their scheduled time or interfere with any game that is in progress.
- 4.9. At the end of the booking pitches and changing accommodation must be vacated immediately by the Hirer and any one associated with the booking.
- 4.10. At the end of the session the Hirer must ensure that all litter is picked up from and around the pitch. Litter bins are provided around the site.
- 4.11. In the event of an accident or injury the Hirer or nominated person should contact the emergency services and alert an appropriate member of staff at The Hive London as soon as practicably possible.

5. Sub-Letting

- 5.1. Sub-letting of pitches or facilities is not permitted without written authorisation. Bookings are non-transferable.
- 5.2. Any Hirer to be found sub-letting or transferring pitches without written authorisation may (at the full discretion of the Hive) be subject to a termination of their booking(s), forfeiture of any payment(s) already made to the Hive, cancellation of any future booking(s), and liable for any cost(s) of the Hive including (but not limited to) for loss of hire opportunity, administrative costs and / or legal costs.

6. Exclusion or Limitation of Liability

- 6.1. The Hive and/or any subsidiary, parent or group companies shall not be liable to the Hirer or any person connected to or associated with the booking for any actual or anticipated: loss of or damage to any personal property; accident, injury or illness; incidental or consequential losses; loss of profits, sales or business, or damage to goodwill or reputation.
- 6.2. The Hive will not be liable to the Hirer or any associated party in respect of any expenses, costs or losses incurred directly or indirectly as a result of any termination, cancellation or change to a booking.
- 6.3. Any liability of the Hive and/or any any subsidiary, parent or group companies shall be capped at a maximum value equivalent to the booking fee of the individual session at which or in connection with which any loss, damage, injury or similar occurs.
- 6.4. Nothing in these Terms shall limit or exclude any liability which cannot be limited or excluded by law, in particular for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

By making payment via Banking Automated Clearing Services, (BACS), credit card or debit card you agree to all the terms and conditions stated herein.