



Terms and Conditions for the Hire and Use of Sports Facilities.

All correspondence in connection with the hiring of the premises shall be addressed to:

LCFA Sefton CIC
Drummond Road
Thornton
Liverpool L23 9YP

1. Interpretation

Hire Agreement	the completed application form, written acceptance by LCFA Sefton CIC, and these Terms & Conditions. Together these constitute the binding contract. The submission of an Application Form does not constitute an agreement and no contract shall be created until the Application has been accepted in writing by an Authorised Person.
Application	submission of a completed form signed by the Hirer (or electronic confirmation where applicable).
Company	LCFA Sefton CIC
Premises	LCFA Sefton, Drummond Road, Thornton Liverpool L23 9YP including all buildings, grounds, pitches, car parks and associated spaces controlled by the Company.
Club	any group, club, school, or organisation (incorporated or unincorporated)
Hirer	the individual or Club representative responsible for securing the letting and payment of all fees. Includes responsibility for compliance by all players, officials, and spectators associated with the hire.
Hire Charge	the amount payable by the Hirer under the Hire Agreement.
User	any person attending the Premises under the Hirer's booking (including participants, officials, volunteers and spectators).
Period of Hire	the specified period of use set out in the Hire Agreement.
Booking	any casual (single), block, seasonal or annual hire of the Facility made under these Terms.



Charges	the published scale of charges applicable at the date of hire, reviewed annually.
Deposit	an advance payment which may be required by the Company to secure a booking.
Force Majeure Event	any event beyond the reasonable control of the Company, including but not limited to extreme weather, power failures, strike action, civil disturbance, epidemic/pandemic restrictions or other events making the Facility unavailable.
Event	any tournament, match, training session, meeting or other activity taking place at the Premises under the Hire Agreement.
Equipment	any item owned or provided by the Company for use during the Hire (e.g. goals, nets, corner flags, tables, chairs).
Third Party Supplier	any caterer, security provider or other contractor engaged by the Hirer in connection with the Hire.
Authorised Person	any member of Company staff designated to act on behalf of the Company in relation to bookings and enforcement of these Terms.
Premises Regulations	any notices, policies, or published rules of use displayed on site or provided to the Hirer (e.g. footwear rules for 3G).
Working Day	Monday to Friday excluding bank/public holidays.

The conditions and regulations set out below must be adhered to and may not be varied without the written consent of LCFA Sefton CIC. They are binding upon any persons, club or organisation hiring the facilities at LCFA Sefton CIC's premises and relate to all parts thereof.

2. Bookings & Payments

2.1 Bookings process

- All Applications must be made using the Company's booking system or application form.
- A Booking is only binding when confirmed in writing (including email confirmation) by an Authorised Person of the Company.
- Bookings may not be transferred, assigned, or sublet without the prior written consent of the General Manager.
- The Company may, at its discretion, accept Bookings more than twelve months in advance. Unless paid in full at the time of booking, the Charges applicable will be those in force on the date of the event, and the Company reserves the right to apply the future scale of charges in force at that time.
- The Hirer must be at least 18 years old. For casual "pay and play" bookings, the minimum age is 12.
- Where the Hirer books on behalf of a Club, the Hirer warrants they have authority to bind the Club and that the Club shall be jointly and severally liable for compliance with these Terms and for all Charges.
- Applications from individuals or Clubs with outstanding debts will not be considered until payment is received in full.
- The Company reserves the right to refuse any Application, impose additional conditions, or vary Charges at its discretion.

2.2 Types of bookings

Casual Bookings

- Single sessions booked up to 24 hours in advance.

Block Bookings

- Ten or more consecutive sessions. A signed agreement is required

Seasonal Bookings

- Seasonal bookings normally run 1 September – 31 May. A signed agreement is required.

Annual Bookings

- Annual bookings cover 12 months from 1 September – 31 August. A signed agreement is required.

Match Bookings

- League/cup fixtures will normally be allocated weekly or alternate weeks. Where Clubs share a pitch, allocation will alternate unless both Clubs agree otherwise in writing.
- Where changing rooms are a league requirement, the Company will use its best endeavours and available resources to ensure they are provided and compliant. Extra charges will apply for the use of changing rooms unless otherwise agreed in writing.
- Friendly matches require a separate Application and are only accepted in May, July, August or September. Additional Charges apply.
- Grass pitch capacity is normally limited to 2 junior games or 1 senior game per day, and no more than 3 matches per week.
- Junior summer teams may book a single pitch, subject to a maximum of 12 matches in any 14-day period (two half-pitch junior games count as one).
- Midweek fixtures (grass or 3G) are by prior arrangement only. Additional Charges may apply.

2.3 Charges and payments

- The Hirer shall pay the Hire Charge at the rate published by the Company at the time of the Booking. Charges are reviewed annually.
- All Hire Charges include set-up and clear-down time. Hirers must factor this into their Period of Hire. Overruns will be charged in 30-minute increments.
- On occasions a match may run late as a result of serious injury, extended stoppage time, or additional periods of play required for cup fixtures. Such situations are unavoidable and outside the Company's control. No refunds will be issued in these circumstances, nor will additional charges be applied.
- The Company may require a Deposit to secure a Booking. Deposits are non-refundable unless the Company cancels (see clause 4).
- All outstanding debts must be settled before further Applications will be considered.
- If a Direct Debit or subscription payment fails, the Company may suspend access until the account is cleared.
- Late payments may attract interest at 3% above the Bank of England base rate, accruing daily until payment is received.

Casual Bookings

- Payment in full is required at the time of booking (via the online system or reception).

Block Bookings

- Payment may be made:
 - In one instalments (discount may apply)
 - In two instalments (5 weeks upfront, 5 weeks on week 5)
 - By subscription/direct debit (10 weekly instalments payable regardless of attendance).

Seasonal Bookings

- Payment may be made by:
 - Weekly subscription: payment before each use, regardless of attendance;
 - Monthly instalments: due on the 1st of each month (Sept–May);
 - Three instalments: due 1 September, 1 December, and 1 March;
 - Other agreed instalments

Annual Bookings

- Payment may be made by:
 - Weekly subscription: payment before each use, regardless of attendance;
 - Monthly instalments: due on the 1st of each month (Sept–Aug);
 - Quarterly instalments: due 1 September, 1 December, 1 March, and 1 June;
 - Other agreed instalments

3. Cancellations

3.1 Cancellation by The Company

- The Company reserves the right to cancel a Booking where:
 - The facilities are deemed unfit for use (e.g. adverse weather, maintenance, safety concerns);
 - The Premises are required for tournaments, competitions, or special events;
 - A Force Majeure Event occurs making the Premises unavailable;
 - The Hirer is in breach of these Terms (see clause 10).
- The Company will give at least 7 days' notice where reasonably possible, except in cases of emergency. In such cases, the Company will either:
 - Offer suitable alternative facilities (subject to availability); or
 - Refund any sums already paid for the cancelled session within 14 days.
- The Company will not be liable for any consequential losses (including but not limited to travel costs, lost profits, or loss of enjoyment) arising from cancellation.

3.1 Cancellation by The Hirer

- By entering into a Block, Seasonal or Annual Booking, the Hirer accepts liability for all sessions falling within the dates stated in the Hire Agreement, excluding Bank Holidays and the Company's Christmas closure. This liability applies whether or not the Hirer uses the facility, unless cancellation is made in accordance with the provisions below.
- **Casual Bookings:**
 - May be rescheduled only if cancelled with at least 48 hours' (2 days) notice.
 - Where less than 48 hours' notice is given, the Hirer remains liable for full payment and no refund or credit will be issued.
 - The Company may, at its discretion, issue a credit if the cancelled slot is re-let, but this is not guaranteed.
- **Block Bookings:**
 - Individual sessions may be cancelled, but no refund will be given.
 - The Hirer must give at least 7 days' written notice to cancel all of a block. If such notice is not received, the Hirer remains liable for full payment.
 - Non-VATable Block Bookings are non-refundable.
- **Seasonal / Annual Bookings:**
 - Individual sessions may be cancelled, but no refund will be given unless the Company is able to re-let the facility.
 - To cancel the whole agreement, the Hirer must give 28 days' written notice. The Company will then issue a pro-rata refund for the remainder of the period after expiry of the notice period.
- **Match Bookings:**
 - Cancellations must be made at least 7 days in advance.
 - No refund will be given where less than 7 days' notice is provided unless the Company is able to re-let the facility.

3.1 Weather related cancellations

- The Company has sole discretion to determine whether facilities are fit for use in adverse weather.
- If the Company cancels due to weather, refunds or credits will be issued in line with clause 3.1.
- If the Hirer cancels due to weather when the Company has deemed facilities fit for use, no refund will be given.
- Where a Force Majeure Event prevents the Booking from taking place, the Company may, at its discretion, provide a credit for future use or refund Charges already paid. No automatic right to a refund shall arise.

4. General Conditions of Hire

4.1 Use of Premises

- The Hirer shall only use the Premises for the activity specified in the Hire Agreement.
- The Hirer shall not assign, transfer, or sublet the Premises or any part thereof without the prior written consent of the Company.

- The Hirer and all Users must vacate promptly at the end of the Period of Hire. Overruns will be charged in 30-minute increments.
- The Company reserves the right of entry at all times for staff and Authorised Persons.

4.2 Care of the Premises

- The Hirer must return the Premises in the same clean and tidy condition as at the start of the hire.
- All litter must be removed and placed in bins provided.
- The Company reserves the right to recharge the Hirer the full cost of cleaning or repairs required as a result of the Hirer's use. Any such costs will be notified to the Hirer within 48 hours and must be paid within 7 days of receipt of notification.
- The Hirer must immediately report any damage or breakages to Company staff.
- Any costs of repair or replacement caused by the Hirer, Users, or their guests (beyond fair wear and tear) shall be recharged in full.

4.3 Equipment and Alterations

- The Hirer shall not bring onto the Premises any equipment without prior approval of the Company.
- Any electrical equipment must be Portable Appliance Tested (PAT) and used safely.
- No structural alterations, decorations, signage, or fittings may be made to the Premises without written consent.
- Goals, nets, and other Company equipment must be used responsibly and returned after use.

4.4 Footwear and Playing Surfaces

- Only footwear appropriate to the facility may be worn.
- The Company may refuse access to Users who do not comply with footwear regulations.
- Premises Regulations, as displayed on site, form part of these Terms and must be observed at all times.

4.5 Access and Parking

- Parking is permitted only in designated areas and at the owner's risk.
- The Company accepts no responsibility for loss of, or damage to, vehicles or contents.
- Deliveries and unloading are only permitted in authorised areas with prior consent.

4.6 Prohibited Items and Substances

- The Hirer shall not bring or permit Users to bring onto the Premises:
 - Alcohol, illegal drugs, or banned substances;
 - Smoking materials (including e-cigarettes/vapes);
 - Glass bottles or other breakable containers in activity areas;
 - Dangerous, flammable, or obnoxious articles;
 - Bicycles, dogs, or other animals, except bona fide assistance dogs or where otherwise agreed in writing by the Company;
 - Any goods for sale, advertising, or decoration without written permission.

4.7 Behaviour and Code of Conduct

- The Hirer is responsible for the conduct of all Users and spectators associated with the Booking.

- All Users must behave respectfully towards staff, officials, opponents and other facility users.
- Abusive, aggressive, threatening, or discriminatory behaviour will not be tolerated and may result in suspension or termination of the Booking without refund.
- Music or public address (PA) systems must not be used unless expressly authorised by the Company, or where required to meet a specific ground grading or league requirement. The Hirer is responsible for obtaining any necessary PPL or PRS licences and covering all associated costs.
- Noise must be kept to an acceptable level. Users must leave the Premises quietly, showing consideration for local residents.
- Users must comply with the FA's Respect principles and all reasonable instructions of Company staff.

4.8 Health and Safety

- The Hirer must comply with all health & safety regulations and observe the Company's Emergency and Normal Operating Procedures (copies available on request).
- The Hirer is responsible for the health & safety of their Users during the Period of Hire, including carrying out any activity-specific risk assessments if required.
- Fire exits and escape routes must be kept clear at all times.
- The Hirer shall notify the Company in advance if any User has a disability that requires a Personal Emergency Evacuation Plan (PEEP) to be provided, so that appropriate arrangements can be put in place.
- The Hirer must ensure that at least one responsible adult present has access to a mobile phone for use in emergencies.
- The Hirer must provide adequate First Aid cover for their Users. Company staff are not medically qualified and no guarantee is made that First Aid staff or equipment will be available.
- All accidents and incidents must be reported to the Company immediately and recorded in the accident log.
- The Hirer is fully responsible for the actions of any Third Party Suppliers (including but not limited to caterers, security, and contractors) engaged in connection with the Hire, and must ensure they comply with these Terms and all relevant laws and regulations.
- The Company reserves the right to stop any activity it reasonably considers unsafe or inappropriate.

4.8 Compliance

- The Hirer shall comply with all applicable data protection legislation, including the Data Protection Act 2018 and UK GDPR. Where the Hirer collects, processes, or shares personal data (e.g. relating to players, officials, or spectators) they must ensure they have a current Privacy Policy and appropriate safeguards in place.

5. Safeguarding

5.1 General Duty

- The Company is committed to ensuring a safe environment for all children, young people and vulnerable adults using the Premises.
- The Hirer shares this responsibility and must take all reasonable steps to safeguard the welfare of participants, spectators, and staff.

5.2 Hirer's Responsibilities

- Where the Hirer is a Club or organisation providing activities for children or vulnerable adults, the Hirer must ensure:
 - All staff, coaches, officials, and volunteers in regulated activity hold a valid, up-to-date Enhanced DBS check.
 - The Club or organisation has a current, written Safeguarding Policy in place and can provide a copy on request.
 - At least two adults aged 18 or over are present and responsible for supervision at all times.
 - All staff and volunteers undertake appropriate safeguarding training in line with FA or statutory requirements.
 - Any safeguarding concerns or incidents are reported immediately to the Company and, where appropriate, to statutory agencies.

5.3 Company Powers

- The Company may request evidence of DBS checks, safeguarding training, or the Hirer's safeguarding policy at any time.
- The Company reserves the right to **suspend or terminate any Booking immediately** where safeguarding concerns arise, pending investigation.
- The Company may refuse future bookings where a Club or individual fails to meet safeguarding requirements.
- The Company will report safeguarding concerns to the relevant statutory or football authorities, including the FA.

6. Insurance and Liability

6.1 Hirer's Insurance Obligations

- All Clubs or organisations hiring the Premises must hold public liability insurance with a minimum indemnity of £5 million (or such higher amount as the Company may reasonably require). Evidence of insurance may be requested prior to the commencement of the hire period.
- For tournaments, events, or bookings involving more than 100 participants or spectators, the Company may require the Hirer to obtain specific event insurance and provide evidence before the event takes place.
- Failure to provide satisfactory evidence of insurance may result in the suspension or cancellation of the Booking without refund.

6.2 Liability of the Hirer

- The Hirer shall indemnify and keep indemnified the Company in respect of:
 - Any third-party claims, proceedings, or liabilities arising out of or in connection with the Hirer's use of the Premises;
 - The cost of repairing any damage (accidental, negligent, or malicious) caused to the Premises, equipment, or contents by the Hirer, their Users, or guests;
 - Any loss suffered by the Company resulting from the Hirer's breach of the Hire Agreement.

6.3 Liability of the Company

- The Company shall only be liable for loss or damage caused by its own negligence or that of its employees or agents.
- The Company's total liability under this Agreement shall be limited to the total sums paid by the Hirer under the Hire Agreement, except that no limit shall apply to liability for death or personal injury caused by the Company's negligence, or for any liability which cannot be excluded by law.

- The Company will not be liable for:
 - Loss of profits, business interruption, loss of goodwill or any indirect or consequential loss;
 - Loss or damage to vehicles, bicycles, or personal property brought onto the Premises;
 - Injury or damage arising from the Hirer's failure to comply with health & safety, safeguarding, or other obligations under these Terms.

6.4 General

- The Hirer must not do, or allow anything to be done, which may void or adversely affect the Company's insurance policies.
- The Company strongly recommends that individuals (non-club Hirers) also obtain their own personal accident insurance to cover participation in sporting activities.

7. Termination & Breach

- The Company may suspend or terminate the Hire Agreement immediately, without refund, if the Hirer fails to make payment, breaches these Terms & Conditions, behaves (or permits Users to behave) in an abusive, violent, discriminatory, unsafe or inappropriate manner, causes reputational damage to the Company, or if safeguarding or safety concerns arise. The Company may also terminate if the Hirer becomes insolvent or bankrupt.
- Instead of full termination, the Company may choose to suspend a Booking or exclude specific Users. Suspension does not entitle the Hirer to a refund of Charges already paid.
- Where the Hirer terminates under Section 3 (Cancellations), all outstanding sums up to the effective date of termination remain payable.
- Termination or suspension under this Section does not release the Hirer from liability for Charges due up to that date. Where termination arises from the Hirer's breach, the Company may retain sums already paid and recover additional losses arising from the breach.
- The Company reserves the right to pursue recovery of unpaid Charges or damages through legal action, and may refuse future bookings from Hirers or Clubs previously in breach of these Terms.
- All rights of termination are without prejudice to any other remedies the Company may have under this Agreement or at law.

8. Miscellaneous

- **Complaints:** Any complaints in connection with the hire of the Premises must be submitted in writing to the General Manager within five (5) days of the hire.
- **Data Protection:** The Company will process personal data in accordance with the Data Protection Act 2018 and UK GDPR. The Hirer must also comply with data protection legislation where it collects, processes, or shares personal data relating to its Users, and must maintain a current Privacy Policy.
- **Notices:** Any notice required under these Terms shall be in writing and delivered by email or post to the addresses given in the Hire Agreement.
- **Variation:** The Company may amend these Terms from time to time, providing reasonable notice to Hirers.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Entire Agreement:** These Terms, together with the Hire Agreement, constitute the entire agreement between the parties and supersede any prior arrangements.

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement.

This document shall supersede and replace all prior agreements and understandings, oral or written, between the Hirer and the Company regarding the subject matter.