



West Riding County Football Association Limited

Standard Terms for Hire

(AGP + Hospitality Space)

Ref: F04-14
Hatch Legal
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The Banks
Seascale
CA20 1QU
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1 Definitions and interpretation

1.1 In these Conditions, the following words and expressions have the meanings given to them in this clause:

Agreement	a contract for hire made between the Association and the Hirer, consisting of a completed, endorsed Booking Form and these Conditions
Association	West Riding County Football Association Limited (company number 03892579) whose registered office is at Fleet Lane, Woodlesford, Leeds, West Yorkshire, LS26 8NX
Block Bookings	hire for a recurring Event or a series of Events within the Hire Period
Booking Form	the Association's standard form summary of what the Hirer has agreed to hire and what the Association has agreed to provide, including any special conditions on that form. All bookings shall be made and confirmed via the online booking platform in place from time to time.
Configurations	How the rooms are set out (seating arrangements) and/or how the pitches are set up (position of goals etc)
Deposit	unless specified to the contrary on the Booking Form or partnership agreement, 10% of the Price
Extras/Sundry Items	things which are not on the Booking Form but which the Association has agreed separately to supply to the Hirer
Event	the event for which the Hirer hires the Room/Pitch (and any one or more instances of a recurring event)
Hirer	the person or organisation so named in the Booking Form
Hire Period	as specified on the Booking Form
Officers	Any member of West Riding FA staff or Director
Participant	a person who is permitted by the Hirer to attend the Venue during an Event
Price	the price stated on the Booking Form and the agreed cost of any Extras
Room/Pitch	as specified on the Booking Form
Seating Arrangement	as specified on the Booking Form
Venue	the Association's premises at Fleet Lane, Woodlesford, LS26 8NX

1.2 Terms defined in the Booking Form have the same respective meanings in these conditions.

1.3 Words importing one gender shall be construed as importing any other gender.

1.4 Words importing the singular shall be construed as importing the plural and vice versa.

1.5 References to persons include corporate bodies.

1.6 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such an act or thing to be done by another person.

1.7 References to the Room or Pitch (unless the context requires otherwise include the ancillary areas of the Venue that the Hirer is permitted to use pursuant to clause 6).

1.8 Any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

1.9 The contract between the Association and the Hirer consists of the completed Booking Form and these conditions.

1.10 Where these conditions require the Hirer to obtain the Association's prior consent or approval, such approval will not be deemed to have been given unless it has been given in writing.

2 When these conditions apply

- 2.1 These conditions apply to Room/Pitch hire once all the following have occurred:
- 2.1.1 the Booking Form has been completed and agreed by the Hirer and the Association;
 - 2.1.2 the Hirer has paid the Deposit (if any) to the Association;
 - 2.1.3 the Association's Officers has endorsed the Booking Form and sent a confirmation, via the online booking platform, to the Hirer.
- 2.2 The Association may refuse to accept a request for hire on any grounds, as long as the Association does not unlawfully discriminate against the Hirer or Participants.
- 2.3 The Agreement becomes legally binding once the steps in clause 2.1 have been completed. The date the Agreement becomes binding shall be represented as the date the booking was confirmed online by the Hirer.
- 2.4 These conditions incorporate all rules, regulations, laws, policies and procedures of the Association. So far as applicable to the subject matter of the Agreement, those rules, regulations, laws, policies and procedures will form part of the Agreement.

3 Corporate Hirers and Clubs

If the Hirer is a corporate body or other organisation the Hirer must not later than 7 days before the start of the Period of Hire notify to the Association in writing the name, address and telephone number of an individual who will be personally responsible to the Association for the obligations of the Hirer under the Agreement (jointly and severally with the Hirer where the Hirer is a corporation).

The names of all individuals responsible shall be added to the 'client contacts' on the online booking platform.

4 Payments

- 4.1 In exchange for the use of the Room, Pitch and/or Equipment (and the Catering, if applicable) the Hirer shall pay the Price to the Association.
- 4.2 The Price is exclusive of VAT (subject to local HMRC agreements), unless stated to the contrary on the Booking Form. The Hirer will pay VAT on the Price at the applicable rate at the same time as the net amount falls due. The Association will provide the Hirer with a VAT invoice.
- 4.3 If payment is to be made in instalments, the amount of each instalment and the due date for payment will be given on the Booking Form. In all other cases, the Deposit must be paid within 7 days of the Association endorsing the Booking Form and the balance of the Price must be paid on the dates stated on the Booking Form (unless stated differently in a Partnership Agreement).
- 4.4 If the Hirer requests any Extras/Sundry items, the Association will add the cost of the extras to the Bookings Form and the cost of these Extras will be included on the invoice. The Association may refuse to provide any Extras that have been ordered but have not been paid for prior to the start of the Event. The Association is not obliged to provide additional extras other than what has been ordered and paid for. Where additional extras have been provided, a supplementary invoice will be issued and must be paid within 14 days.
- 4.5 The Hirer will pay interest at the rate of 4% per year over the base lending rate from time to time of HSBC plc on any money due under this Agreement which remains unpaid from the date when such money first becomes due and payable until such time as it is paid.

5 Block Bookings

- 5.1 The Hirer will pay the full Price to the Association, whether or not the Hirer uses the Room/Pitch/Extras on each occasion that it has been hired.
- 5.2 Clause 5.1 shall not apply where an Event has been cancelled by the Association, through no fault of the Hirer. In such cases, a proportion of the Price will be discounted or refunded (as the case may be), according to the ratio of events cancelled by the Association to the number of Events in the Block Booking.
- 5.3 If the Hirer persistently fails to use the Room/Pitch during a Hire Period, the Association may (in its discretion) cancel a Block Booking by giving the Hirer not less than 7 days' notice to that effect. The Hirer will then need to book each Event individually (subject to availability) if it wishes to use the Venue. The Hirer will be liable to pay the Association a proportion of the Price, dependent on the how much of the Hire Period elapsed before cancellation.
- 5.4 Clauses 24 and 25 apply to full and partial cancellation of Block Bookings.

6 Facilities

- 6.1 Use of the Room/Pitch includes use of the car park, changing rooms (unless stated on the Booking Form), outside toilets and refreshment facilities associated with it but no other part of the Venue that is not specifically mentioned on the Booking Form.
- 6.2 Prior to the Event, the Association will make the Room(s)/ Pitch available to the Hirer, in the configuration requested, together with the Equipment.
- 6.3 A representative of the Association will be available at the Venue at least 15 minutes prior to a recurring Event and at least 30 minutes prior to a single Event to show the Hirer where facilities and Equipment are located and (where applicable) how to operate the Equipment.
- 6.4 Unless stated in the Booking Form, the Association is not under any obligation to provide any personnel during the Event.
- 6.5 Drinking water and tea/coffee is provided for all room hire and is inclusive of the hire fee. Vending machines are providing for all participants and visitors/spectators.
- 6.6 The Price does not include the sale by the Association of programmes or tickets for an Event or collection by the Association of admission fees.

7 Permitted Use

- 7.1 No part of the Room/Pitch is to be used for any purpose other than the Event.
- 7.2 No part of the Room/Pitch is to be used for any unlawful purpose or in any unlawful way, or in a way which causes a nuisance to others using the Venue or occupiers of the surrounding area.
- 7.3 No animal is to be brought into the Room/Pitch or allowed to enter the Room/Pitch without the consent of the Association (which will not be withheld unreasonably in the case of animals trained to assist with a disability).
- 7.4 No smoking is allowed in any part of the Venue, including outdoor areas (except in clearly identified designated outdoor smoking areas).
- 7.5 Only appropriate footwear may be worn inside the rooms and on the pitch and heavily soiled or studded footwear may not be worn indoors in any part of the Venue other than in the changing rooms and outside toilets.
- 7.6 Unless accompanied by a representative of the Association, the Hirer and Participants must not enter the Room/Pitch before the start time stated on the Booking Form.
- 7.7 The Hirer and Participants must only use the Room/Pitch and facilities they have booked and must not use other parts of the Venue or disrupt any other Event taking place at the Venue.

8 Equipment

- 8.1 No lighting, heating, power or other electrical fittings or appliances in the Room/Pitch are to be altered, moved or in any way interfered with.
- 8.2 The Association will have a person at the Venue who can adjust heating temperatures and help the Hirer with Equipment if necessary (but unless stated on the Booking Form the person will not be required to stay in the Room during the Event).
- 8.3 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the Association (which may require such items to be tested for safety before consent is given).
- 8.4 Mechanical and electrical Equipment provided by the Association must not be operated by any persons other than those who have been shown by the Association how to use it.
- 8.5 If the Hirer believes any item of the Association's equipment to be defective, the Hirer should report that to the Association as soon as practicable. Failure to report a defect may make it difficult for the Hirer to prove that they were not responsible for damaging the equipment. The Association does not accept liability for defective or damaged equipment if it was not aware (despite making routine checks) that the problem existed.
- 8.6 Equipment available to participants includes a First Aid kit, Defibrillator, and Accident Reporting Book, which are all located as shown on the floorplan.

9 Supervision

The Association may require any person to leave the Venue if their behaviour causes a nuisance or disturbance to others, or if they are not properly supervised. During the Event the Hirer is to be responsible for:

- 9.1 the efficient supervision of the Room/Pitch including (without prejudice to the generality of the above):
 - 9.1.1 the effective control of children;
 - 9.1.2 the orderly, timely and safe admission and departure of persons to and from the Room/Pitch and the Venue;
 - 9.1.3 the orderly and safe vacation of the Room/Pitch in case of emergency;
 - 9.1.4 ensuring that the Event concludes, and Participants leave the Venue at or before the agreed time;
 - 9.1.5 making sure Participants behave in a way that is consistent with these conditions in the vicinity of the Venue as well as at the Venue.
- 9.2 the safety of the Participants whilst at the Venue (except in matters for which the Association has a statutory duty, such as making sure that the Venue is inherently safe);
- 9.3 complying with the Association's Safeguarding Children and Adults at Risk Policy;
- 9.4 the preservation of good order and decency among the Participants (including, but without reducing that general obligation, moderating the language and demeanour of Participants and taking action to control any abusive language or behaviour on the part of Participants);
- 9.5 ensuring that all doors giving egress from the Rooms are left unfastened and unobstructed and immediately available for exit;
- 9.6 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to or egress from the Rooms;
- 9.7 reporting any malfunction or accident to the Association's representative on site;
- 9.8 supervising the Participants' conduct in the vicinity of the Venue to avoid littering, disorderly behaviour, excessive noise, damage and anything else likely to adversely affect the Association's relationship with the surrounding community;
- 9.9 ensuring that no hazardous items brought into the Venue including (but not restricted to):
 - 9.9.1 knives or anything which is or may be used as an offensive weapon;
 - 9.9.2 fireworks, explosives, smoke canisters, flares or similar;
 - 9.9.3 aerosols;
 - 9.9.4 controlled drugs or psychoactive substances;
- 9.10 complying with, and ensuring that Participants and visitors/spectators comply with, all reasonable requests of the Hirer's representative(s) at the Venue. Details of which can be found in the venue Rules and Regulations.

10 Decorations and advertising

- 10.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it.
- 10.2 No placards or other articles are to be fixed to any part of the Venue.
- 10.3 No cotton wool or highly inflammable material is to be used for decoration.
- 10.4 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Venue without the previous consent of the Association except that, subject to space being available and at the discretion of the Association, the Hirer may (at its own expense) display on a notice board outside the Room not more than 2 posters advertising the Event during the period of 7 days prior to the Event provided each poster is of a reasonable size and does not contain any material which in the opinion of the Association is obscene, offensive or otherwise inappropriate.
- 10.5 If any signs or advertising are to be provided by the Association, these will be stated on the Booking Form or Partnership Agreement.
- 10.6 The Association reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly or which are out of date, or which fail to comply with applicable legislation or the values of the Association.

10.7 Flyposting is not to be carried out. This is likely to be in contravention of applicable legislation and the terms of the Association's lease.

11 Maximum number to be admitted

11.1 The maximum number of persons to be admitted to the Event is not to exceed the number of Participants shown on the Booking Form.

11.2 During the Event the Hirer must keep a note of the number of persons admitted and show the same on demand to any Officer of the Association.

12 Statutory requirements

12.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Room/Pitch or which would or might damage the validity in whole or in part of any insurance effected in respect of the Room/Pitch or the Venue.

12.2 The Hirer must comply with all conditions and regulations made in respect of the Room/Pitch by the Fire Authority and a copy of these will be supplied to the Hirer on request.

13 Premises licence

13.1 The Hirer must comply with all conditions and stipulations of the Association's premises licence for the Room/Pitch (so far as the same may be relevant to the Event) and a copy of this will be supplied to the Hirer on request.

13.2 Alcohol may not be consumed at the Venue unless it was purchased from the Association.

14 Copyright works

14.1 In the use of the Room/Pitch the Hirer is not to infringe any copyright or allow any copyright to be infringed.

14.2 If the use of the Room/Pitch will involve the performance of any musical or dramatic works or the delivery in public of any lecture or training materials in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Event the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.

14.3 The Hirer must supply to the Association for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Period of the Hiring and must provide such evidence as the Association may reasonably require of compliance with this clause 14.

15 Photography, CCTV, broadcasting and films

15.1 The Hirer is not to grant broadcasting or filming rights without the prior consent of the Association but cameras may be brought into and used inside the Room for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned (subject to a Risk Assessment under the Association's Safeguarding Children and Adults at Risk Policies).

15.2 The Hirer is responsible for ensuring that any person filmed or photographed at the Venue consents to the image being made and that any photographs or films of individuals are processed strictly in accordance with the relevant statutory provisions and the Football Association guidelines on photography and social media.

15.3 The Hirer is not to use any part of the Room for the showing of films or filmed material to the public without the prior consent of the Association (which will not be withheld unreasonably in the case of films or filmed material of football matches or films relating to football training).

15.4 The Venue is controlled by CCTV and the Association may capture and process personal data of the Hirer and Participants. This processing is necessary to enable the Association to comply with its legal obligation to ensure the Venue is properly managed and safe for the Event and protect the legitimate interests of the Association by deterring and helping to detect crime at the Venue. CCTV images may be passed to third parties when appropriate, such as the police.

16 Gambling and auctions

16.1 No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Rooms/Pitch except a lottery:

16.1.1 which is lawful under the Gambling Act 2005;

16.1.2 for which the prior consent of the Association has been obtained; and

16.1.3 which is conducted strictly in accordance with the relevant statutory provisions.

- 16.2 The Hirer shall not hold an auction at the Venue without first obtaining the Association's prior consent (which will not be unreasonably withheld in the case of auctions of footballing memorabilia or auctions to raise funds for charity).

17 After the Event

After the Event (and after each Event where the Booking Form shows a recurring Event) the Hirer is to leave the Room/Pitch in a clean and orderly state free of litter, and in particular (but without reducing the general obligation to leave the Room/Pitch clean and tidy):

- 17.1 the Hirer is to remove all equipment and other items brought into the Venue by or on behalf of the Hirer;
- 17.2 the Hirer must make sure that all rubbish has been placed in the receptacles provided at the Venue (or take it away with them);
- 17.3 if use of the kitchen is included in the booking, the Hirer must make sure that the kitchen and all equipment and contents are left completely clean, tidy and hygienic, with all rubbish and perishables removed and all equipment and contents returned to their original positions (if the Hirer uses external caterers, the Hirer remains responsible for ensuring compliance with this condition);
- 17.4 the Hirer is to ensure that all configurations are the same as at the start of the Event.

18 Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and is not assignable or capable of being sub-hired.

19 Damage to Association property

- 19.1 The Hirer is to take good care of and not cause or permit Participants to cause any damage to be done to the Venue or its contents or any Equipment.
- 19.2 Subject to clause 19.3, the Hirer is to pay, within 14 days of demand, for any damage [including accidental damage] caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible, or anyone permitted by the Hirer to enter the Room/Pitch.
- 19.3 The Hirer shall not be liable to pay the Association for damage by a risk which the Association has insured against and which occurred through no fault of the Hirer or any Participant.

20 Injury to persons and loss of property

- 20.1 The Association will not be liable for the death of or injury to any person attending the Venue, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any Participant in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of the Association.
- 20.2 The Association will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the Association.
- 20.3 If an item is left at the Venue by a Participant after an Event, and it is obvious that the item is of value and likely to be claimed, the Association will:
- 20.3.1 contact the Hirer if the item was left in the Room/Pitch, or if it is badged and was left outside the Room/Pitch; and, at the owner's risk
 - 20.3.2 move the item to 'The Hub' at the venue, from which lost property may be claimed;
 - 20.3.3 keep the item for up to 4 weeks; and
 - 20.3.4 if not claimed, dispose of the item after 4 weeks.
- 20.4 The Hirer will indemnify the Association against all such liabilities as are mentioned in this condition.

21 Third party insurance

- 21.1 The Association has insurance that covers Hirers and Participants complying with these conditions. Failure to comply with these conditions may mean that the Association's insurance does not cover the Event.
- 21.2 Hirers with Block Bookings are encouraged to have in force throughout the Hire Period their own policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than £10,000,000 per claim and at the request of the Association will produce to the Association not later than 3 days prior to OR at any time during the Hire Period evidence of such policy.

22 Further exclusions of liability

- 22.1 The Association will not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of gas, electricity or water, leakage of water, fire, government restriction, substantial damage, or act of God which may cause the Room or Venue to be temporarily closed or the Event to be interrupted or cancelled;
- 22.2 The Association gives no warranty that the Venue is legally or physically fit for any specific purpose and the Hirer must satisfy itself that the Room/Pitch, the Equipment and the Venue generally are adequate for its needs.
- 22.3 Use of the car park is at the user's own risk.

23 Right of entry

The Association reserves the right for duly authorised members or officers or employees of the Association to enter the Room/Pitch at any time for any reasonable purpose.

24 Cancellation by Hirer

- 24.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Association notice to that effect and pay the appropriate cancellation fee as specified in clause 24.2.
- 24.2 The cancellation fees are:

Period of Notice	Cancellation fee
Notice given prior to confirmed booking	No charge
Notice given 12 weeks or more before the Event	10% of the Price
Notice given more than 8 but fewer than 12 weeks before the Event	25% of the Price
Notice given more than 4 but fewer than 8 weeks before the Event	50% of the Price
Notice given up to and including 4 weeks before the Event	100% of the Price excluding catering
Notice given up to and including 2 weeks before the Event	100% of the Price including catering

- 24.3 If the Association is able to take an alternative booking for the Hire Period (or the remainder of a Block Booking if cancellation takes place part-way through the Hire Period) then the Association may in its discretion refund or waive a fair and reasonable proportion of any cancellation fee as long as the Hirer's cancellation does not result in a net loss to the Association.
- 24.4 The Hirer may cancel a Block Booking part-way through the Hire Period but must give the Association not less than 28 days' written notice and must pay so much of the Price as has fallen due for payment by the expiry of the notice period. If these conditions are not met, the Hirer will remain liable to pay for the Block Booking in full.
- 24.5 It is the Hirer's responsibility to notify Participants of the cancellation.

25 Cancellation by Association

- 25.1 The Association may cancel one or more Events if the Room or the Venue is rendered unsafe, unusable or inaccessible by any such cause as is mentioned in clause 22.1.
- 25.2 If an Event is cancelled for any such cause as is mentioned in clause 22.1 the Association will give to the Hirer the maximum practicable notice and refund such part of the Price as the Hirer has paid for that Event, but will not otherwise be liable to the Hirer.
- 25.3 The Association may cancel one or more Events if the Hirer has not paid the Price to the Association on the due date for payment. Refunds of part-payments will be in the Association's discretion.
- 25.4 The Association may cancel a Block Booking if the Hirer materially or persistently fails to comply with these conditions, and in such cases the Hirer will remain liable to pay the Price to the Association for a period of 3 months after cancellation or until the Association makes a Block Booking for the Room to someone else at the same Price, whichever is the shorter period.
- 25.5 It is the Hirer's responsibility to notify Participants of cancellation by the Association.

26 Breach by the Hirer

If the Hirer fails to observe and perform any of these conditions the Association may:

- 26.1 charge to and recover from the Hirer any losses sustained and expenses incurred by the Association in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate;
- 26.2 refuse to host any further Events for the Hirer without incurring any liability to the Hirer for the return of any payment or otherwise.

27 Complaints

Any complaint arising out of this Agreement must be made in writing to the Association within 7 days after the expiration of the Event in accordance with the Association's Complaints Policy.

28 Association to act by its officers

The Association may act through any of its authorised officers. References in these conditions to any approval, discretion, consent or requirement of the Association are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Association is to be produced to such officer.

29 Notices

- 29.1 All notices demands or requests by either party to the other concerning the Agreement between them shall be in writing.
- 29.2 Notice shall be sufficiently served on the Hirer if delivered by hand or sent by recorded delivery to the postal address (or by e-mail with a read receipt to the e-mail address) of the Hirer as specified in the Booking Form, or such other postal or e-mail address as the Hirer may subsequently have provided in writing to the Association.
- 29.3 Notice shall be sufficiently served on the Association if delivered by hand or sent by recorded delivery to **West Riding County Football Association Limited, Fleet Lane, Woodlesford Leeds, LS26 8NX** marked for the attention of Lee Ashforth or by email with a read receipt to lee.ashforth@westridingfa.com or such other postal or e-mail address as the Association may subsequently have provided in writing to the Hirer.
- 29.4 Notices relating to this Agreement may not be served on either party by short messaging service (texts) or via social media.
- 29.5 Notices in contemplation of legal proceedings, and the service of legal proceedings, must be served by hand or by recorded delivery.

30 Entire agreement

- 30.1 These conditions, the Booking Form for the Hirer's Event and the documents referred to in these conditions constitute the entire content and extent of the Hirer's rights against the Association and of the Association's obligations towards the Hirer and Participants.
- 30.2 The Agreement supersedes and overrides all and any pre-existing undertakings and understandings between the Association and the Hirer and/or any Participant.
- 30.3 The Hirer acknowledges that:
- 30.3.1 He/she/it enters into the Agreement at its own risk following its own inspection of the Venue and the services to be provide by the Association;
- 30.3.2 He/she/it has not relied on any representation or information received from the Association or any of its employees or agents in relation to the subject-matter of the Agreement.
- 30.4 Any variation to the Booking Form or these conditions will only be valid if agreed by the Association and the Hirer. The Association will confirm in writing to the Hirer any variation that it has agreed. The Association may increase or (in its discretion) reduce the Price in the event of the Booking Form being varied. Changes to the Price will be agreed with the Hirer and confirmed by the Association to the Hirer in writing.

31 Jurisdiction

- 31.1 The Agreement is governed by English law.
- 31.2 The courts of England and Wales shall have exclusive judicial jurisdiction to determine any dispute arising from or relating to the Agreement, but this shall not prevent the parties attempting to resolve the dispute themselves, or by using alternative methods of dispute resolution, such as mediation.

**SCHEDULE TO THE WEST RIDING COUNTY FOOTBALL ASSOCIATION STANDARD CONDITIONS FOR ROOM HIRE
INFORMATION AND ADDITIONAL TERMS FOR CONSUMERS**

The information which the Association is required to provide to a Hirer who is a consumer (ie an individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) is as follows:

(a) *the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services* – see Booking Form

(b) *the identity of the trader* – West Riding County Football Association Limited;

(c) *the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently* - West Riding FA, Fleet Lane, Woodlesford, LS26 8NX. Tel 0113 282 1222 Email info@westridingfa.com

(d) *where the trader is acting on behalf of another trader, the geographical address and identity of that other trader* - West Riding County Football Association Limited collaborates with The Football Foundation, The Football Association and Leeds City Council in some activities, but is not acting on their behalf.

(e) *if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints* - Not applicable.

(f) *the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated* - see Booking Form.

(g) *where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable* - the Price of any Extras will be confirmed by the Association to the Hirer in writing.

(h) *in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs* - see Booking Form.

(i) *the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate* - There is no additional cost for using distance communication.

(j) *the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services* - see Booking Form.

(k) *where applicable, the trader's complaint handling policy* - see clause 27 of the West Riding County Football Association Standard Conditions of Hire.

(l) *where a right to cancel exists, the conditions, time limit and procedures for exercising that right;*

There is no right to cancel catering or services related to leisure activities, if the Booking Form provides for a specific date or period of performance, except as provided in clauses 24 and 25 of the West Riding County Football Association Standard Conditions of Hire. Bookings made by individuals will be assumed to be bookings for services related to leisure activities (and therefore have no statutory right to cancel) unless the Hirer states at the time of booking that the Hirer is a consumer and that the Room/Pitch is required for a purpose other than a leisure activity. In such cases (which given the subject matter of the Agreement will be exceptional) the Hirer will have the statutory right to cancel free of charge for a period of 14 days after the Association sends a copy of the endorsed Booking Form to the Hirer. Cancellations must be made in writing to the address given at paragraph (c) above. It is recommended that cancellations are sent by recorded (signed-for) delivery. Cancellations may not be made after the Event has taken place. If a statutory right of cancellation exists, the Association will not provide any services during the cancellation period unless the Hirer specifically requests this in writing. In such cases, charges may apply – see paragraph (n) below.

(m) *where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods* - as the contract is a contract for services, this paragraph is not applicable.

(n) *that, if the Hirer cancels after having asked the Association to start providing the services, the Hirer will be liable to pay the Association's costs* – these will be the costs that the Association has incurred (eg food that has been ordered and cannot be returned) and the Association's reasonable administrative fees for work done up to the time of the cancellation.

(o) *where under regulation 28, 36 or 37 there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel* – see paragraph (l) above. Where there is no statutory right to cancel, the Hirer may only cancel in accordance with clauses 24 and 25 of the West Riding County Football Association Standard Conditions of Hire

(p) *in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract* - the contract is for the supply of services and this paragraph is not applicable.

(q) *where applicable, the existence and the conditions of after-sale customer assistance, after-sales services and commercial guarantees* – these are not applicable to a hire contract.

(r) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract – see Booking Form and, with regard to termination, see the West Riding County Football Association Standard Conditions of Hire.

(s) *where applicable, the minimum duration of the consumer's obligations under the contract* - see Booking Form and, with regard to termination, see the West Riding County Football Association Standard Conditions of Hire.

(t) *where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader* - see Booking Form

(u) *where applicable, the functionality, including applicable technical protection measures, of digital content* – not applicable

(v) *where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of* – the Association's hardware works on a Windows operating system, and the Hirer's digital content may not work on the Association's equipment if it has been prepared using a different operating system.

WEST RIDING COUNTY FOOTBALL ASSOCIATION

HIRE ENQUIRY FORM

All bookings are subject to availability. Each application is evaluated against West Riding FA's Community Usage Policy. The Association reserves the right to decline an application for a booking without giving any reason. Bookings for room/pitch hire are subject to the West Riding FA's Standard Conditions for Hire

This **Enquiry Form** is applicable to hire of the room(s) and pitch.

[CLICK HERE](#) to make an enquiry.

If approved, details will be entered onto an online BOOKING FORM, a copy of which will be sent to the Hirer. The Hirer is responsible for reviewing all information contained within the Booking Form and confirming the booking via the online booking platform. The responsibility for confirming the booking rests with the Hirer.