

National Football Centre Limited (NFC)
Terms & Conditions of Hire for the Sports Facilities at St George's Park (SGP)

1. All defined terms used within these Terms & Conditions of Hire (the "Terms") shall have the meaning given to them: (i) in the Booking Form to which these Terms are appended or; (ii) within these Terms.
2. In exchange for the Client's compliance with its obligations as set out in these Terms, NFC agrees to make available the facilities at SGP required to fulfil the needs of the Client (as identified by the Client in the Booking Form) (the "Sports Facilities") for the period identified in the Booking Form (the "Hire Period") and provide any other services agreed between the Client and NFC as set out in the Booking Form or as otherwise agreed between the parties in writing (together these details shall constitute the "Booking").
3. Bookings are provisional until (i) the details in the Booking Form are confirmed by NFC; (ii) that confirmed Booking Form (with the Terms attached) is signed by the Client and (iii) the Client has paid 100% of the invoice issued by NFC in relation to the Booking via credit card, BACS or CHAPS payment (the "Booking Payment").
4. Immediately following the conclusion of the Hire Period, NFC will invoice the Client for any additional charges incurred by the Client in respect of any additional services (such as car parking, flood-lighting, venue dressing, photographers, other equipment or specialist services as set out in the Booking Form or otherwise agreed between the parties in writing) (the "Additional Services"). All such invoices must be paid within 30 calendar days of the date of any invoice (the "Due Date") and must be made in Pounds Sterling (UK).
5. If the Client fails to make any Booking Payments due to NFC in advance of the Hire Period, NFC may treat the Booking as cancelled by the Client and Clause 7 Cancellation Fees shall become payable. If the Client fails to pay for any Additional Services due to NFC by the Due Date, NFC may charge interest on that payment at a rate of 2% per annum above the Bank of England base rate and be entitled to recover any reasonable costs and expenses incurred in securing such payment from the Client.
6. To cancel a confirmed Booking, the Client must notify NFC of its decision verbally and in writing on a business day (before 5pm). This will be deemed to be the "Cancellation Date". Any postponement of the Hire Period will be considered a cancellation in accordance with this Clause unless NFC notifies the Client otherwise.
7. If the Cancellation Date is 30 days or less before the Hire Period then the Client shall make full payment of the Booking Fee to NFC (the "Cancellation Fee"). If the Cancellation Date is 31 days or more before the start of the Hire Period the Booking Fee shall not be charged and any fees already paid to NFC by the Client for that Booking shall be refunded by NFC within 30 days of the Cancellation Date. For the avoidance of doubt no proportion of the Booking Payment will be repaid to the Client if the Booking is not cancelled but the number of attendees is reduced.
8. In addition to the Cancellation Fee the Client must, where relevant, reimburse NFC for any reasonable and irrecoverable expenditure incurred by NFC in respect of any Additional Services booked on behalf of the Client.
9. NFC may cancel a confirmed Booking if in NFC's sole and reasonable opinion, the confirmed Booking would impair or damage the reputation of NFC in any way or the Client is in breach of the Hire Contract.
10. NFC may, at its reasonable discretion, charge the Cancellation Fees set out in Clause 7 in the event of any cancellation under Clause 9.
11. NFC shall be entitled to cancel a confirmed Booking at any time: (i) due to a force majeure event, (ii) if the Sports Facilities are unfit for use during the Hire Period, or (iii) if SGP and/or the Sports Facilities are booked during the Hire Period for a major event at short notice. In such an event NFC will provide the Client with as much notice as possible and will endeavour to agree an alternative date for the Booking. If it is not possible to agree an alternative date then NFC shall refund any Booking Fees paid by the Client in relation to the booking within 30 days of such cancellation.
12. No food or drinks may be brought on to the premises without the prior written consent of NFC.
13. Any football pitches will be allocated entirely at the discretion of NFC.
14. The Client agrees to, at all times, conduct itself in a legal, orderly and safe manner and cooperate with all instructions, rules and procedures issued by NFC.
15. The Client will comply with all directions relating to the use of access roads and car parks.
16. The Client will comply with any pitch use guidelines issued by NFC and ensure that suitable footwear is worn by anyone using the Sports Facilities.
17. The Client is responsible for the reasonable repair costs relating to any damage caused to the premises by the Client.
18. The Client will promptly provide copies of any safety, risk or compliance documents requested by NFC in relation to the Booking.
19. NFC reserves the right to exclude or eject any persons as it reasonably thinks fit from SGP whose behaviour is objectionable, disruptive or otherwise unacceptable and the Client shall co-operate to ensure compliance with NFC's requirements in this regard. No refund shall be paid following such ejection or exclusion.
20. The Client shall start and end the Hire Period in accordance with the timings specified in the Booking Form. NFC reserves the right to charge the Client for any unauthorised usage outside of the Booking Form and any costs incurred by NFC as a result of the Client's actions.
21. The Client will ensure that it informs NFC in advance if any person attending the Booking has any disability and/or may require any additional assistance in an emergency situation or during an evacuation of the premises.
22. The Client will ensure that it provides an appropriate number of properly equipped first aiders for the duration of the Hire Period.
23. The Client must provide for the adequate supervision and control of the Sports Facilities during the Hire Period.
24. The Client shall ensure that the number of players, staff and spectators does not exceed the number set out in the Booking Form.
25. Where appropriate, the Client will ensure that it has a Safeguarding Children Policy and Adults at Risk Policy and that in line with these policies, all required recruitment and vetting checks are in place during the Hire Period and will ensure that all children and young people are adequately supervised in accordance with The FA's Safeguarding Children Policy (as set out in pages 202 – 212 of [The FA Handbook](#) (as amended)).
26. The Client will be liable to NFC in respect of any liability, losses, claims, demands, costs and expenses, (including reasonable legal and other professional fees) incurred by NFC, arising directly out of any personal injury or property damage caused by the Booking.

27. NFC will be liable to the Client only in respect of any liability, losses, claims, demands, costs and expenses, (including reasonable legal and other professional fees) incurred by the Client, arising as a result of any claim brought against the Client by a third party caused solely by NFC's negligence.
28. Nothing in these Terms shall exclude or restrict either party's liability for fraud or fraudulent misrepresentation or for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment.
29. The Client will take out and maintain insurance cover with a reputable insurer which provides full cover for its use of the Sports Facilities.
30. NFC's liability in connection with the Booking, whether arising from contract, negligence or otherwise will be limited to the total amount of the Booking Payment.
31. Each party will only be liable to the other for "foreseeable losses", i.e. losses which were an obvious consequence of a breach of these Terms or loss which was contemplated by the Client and NFC at the time these Terms are entered into.
32. Nothing in this Agreement shall have the effect of granting or transferring to, or vesting in, either party any intellectual property rights belonging to the other party.
33. Any use of any of NFC's intellectual property by the Client will require the prior written consent of NFC and will be conditional upon compliance by the Client with any guidelines for use of NFC intellectual property as may be issued by NFC from time to time.
34. The Client will ensure that in the conduct of the Hire Period nothing is said or done which is offensive, immoral or of an improper nature or which NFC reasonably believes will result in adverse publicity or other adverse effect for NFC.
35. Neither party will make or release any statements or announcements to the press or other media or make any other public announcement regarding these Terms or the Booking unless such statements or announcements have been previously approved by the other party. Such provisions shall continue in force notwithstanding the termination or expiry of the Hire Period.
36. The Terms will apply to the exclusion of, and will prevail over, any documentation, correspondence, custom or practice.
37. Any filming, recording or photography for commercial use at the Premises requires prior permission from NFC.
38. NFC does not accept responsibility for the property or equipment of the Client, its guests, employees or contractors. This includes property or equipment deposited in the changing facilities. This also applies to deliveries prior to the Hire Period.
39. NFC will be entitled to amend or vary the provisions of these Terms & Conditions at any time. In such an event NFC will provide the Client with details of the amended or varied Terms and Conditions insofar as they relate to the Hire Period.
40. The Client may not assign or transfer any of its rights and obligations hereunder without the prior written consent of NFC.
41. Nothing in the Hire Contract will create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
42. The parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
43. The Terms, Booking and any non-contractual obligations arising under them will be governed by the law of England and Wales. Each party agrees to submit any dispute which may arise out of, under, or in connection with the Hire Contract to the exclusive jurisdiction of the courts of England and Wales.