



Lancashire FA

Hospitality & Events - Booking Terms & Conditions

Definitions

- Customer – the Club/Person/Organisation named when completing the booking within the electronic booking system.
- Lancashire FA – Lancashire Football Association Limited.
- Booking Number – The 'Booking Number' provided on the 'Event Booking Approval' booking confirmation email.
- Duty Manager – Facility Manager or Duty Officer in charge of the site.
- Event – The event or meeting.
- Premises - the entire site of Lancashire FA at The County Ground, Thurston Road, Leyland, PR25 2LF.
- Prioritised Events - Major fixtures (such as Premier Reserve League, Senior County Cup etc) taking place on the Association's grass pitch.

1. The Agreement

This Agreement, between Lancashire FA and the Customer, is made on the date that the booking is accepted by Lancashire FA and an Event Booking Approval confirmation email is sent.

2. Number booked

- a) Provisional numbers will be asked for at the time of booking, this is the number used for the initial proposal. Final numbers must be confirmed 10 working days prior to the Event (not including the day of the Event).
- b) Lancashire FA reserves the right to change a designated room after the appropriate consultation with the Customer.

3. Payment

- a) Payment is required in full 7 days prior to the Event when the catering requirements have been confirmed unless pre-agreed in writing by Lancashire FA.
- b) For customers who require invoicing, a credit approval is required and this must be done 2-4 weeks before the Event. Invoicing in full will follow the date of the Event. Payment will be required as detailed on the terms of the invoice.
- c) If payment is to be made by either a credit or debit card this must be made known to Lancashire FA at the time of the booking. The card must be produced by the signatory prior to the Event and this will only be charged once final numbers and requirements are confirmed. Amex cards are not accepted.
- d) If payment is to be made by BACS this must be cleared before the Customer's Event unless Lancashire FA has pre-agreed credit approval.
- e) A full VAT invoice will be issued after the date of the Event.
- f) An authorised signatory is required for all bookings to authorise any extras to be charged on the day of the Event.

4. Cancellation/Changes by the Customer

Cancellation by the Customer



- a) Should the Customer cancel the Event it will reimburse Lancashire FA for any losses suffered by it, including costs incurred for any equipment hired by Lancashire FA on the Customer's behalf.
- b) The following percentages of the total amount pre-booked will be charged:
 - i. If cancellation occurs more than 3 business working days before an Event the Customer's deposit payment will be held.
 - ii. If cancellation occurs less than 3 business working days before an Event 50% of the total is charged
 - iii. If cancellation occurs less than 2 business working days before the Event 100% of the total is charged
- c) Cancellations in exceptional circumstances will be reviewed by Lancashire FA.

Changes by the Customer

- a) All charges for changes will still apply as per the above cancellation policy.
- b) Lancashire FA will try to honour any date changes where possible depending on availability. Changes in date may only be permitted within Lancashire FA's fiscal year, 1st July - 31st June.

5. Cancellation by Lancashire FA

- a) Lancashire FA may cancel the booking at any time and without any obligation to you in any of the following circumstances:
 - i. If any premises owned or occupied by Lancashire FA, or any part of them, are closed due to fire, alteration or re-decoration, by order of any public authority, or through any reason beyond Lancashire FA's control.
 - ii. If a Prioritised Event is taking place on the grass pitch.
 - iii. If the Customer is more than 30 days in arrears with payment to Lancashire FA for previously supplied services.
 - iv. If the Customer has not confirmed numbers and paid in full 10 days prior to the Event, and the Customer does not have a credit approval in place.
 - v. If the Event may, in the CEO's reasonable opinion, prejudice the reputation of Lancashire FA.

6. Liability

- a) The Customer has the responsibility for safeguarding its property or the property of any persons the Customer invites to the Event in accordance with the terms of the booking.
- b) Lancashire FA has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims. The limits and exclusions in this Liability clause reflect the insurance cover Lancashire FA has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess liability. Details of Lancashire FA's insurance is available on request.
- c) References to liability in the Liability clause include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- d) Neither party may benefit from the limitation and exclusions set out in the Liability clause in respect of any liability arising from its deliberate default.
- e) Nothing in this Liability clause shall limit the Customer's payment obligations under this Agreement.
- f) Except in respect of death or personal injury arising from the negligence of Lancashire FA, in no circumstances will Lancashire FA accept liability for the loss, theft, or damage of or to any goods or property, or death or illness or injury, of the Customer or any visitor to the premises.



- g) The Customer shall indemnify Lancashire FA for the cost of repair of any damage done to any part of the Premises or of any associated equipment, which may occur as a result of the Event. You are advised to consider your insurance cover in this respect.
- h) Nothing in this Agreement limits any liability which cannot legally be limited.
- i) Subject to the foregoing exclusions Lancashire FA's total liability to the Customer shall not exceed the total value of this Agreement.
- j) Unless a party notifies the other party that it intends to make a claim in respect of an Event within the notice period the other party shall have no liability for that Event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought to reasonably have become, aware of it having grounds to make a claim in respect of the Event and shall expire three months from that date. The notice must be in writing and must identify the Event and the grounds for the claim in reasonable detail.

7. Accidents and Reporting

- a) Should any of your party have an accident the Customer must follow the 'Reporting an Accident' requirements provided below for immediate support.
- b) Lancashire FA follows the accident reporting procedure laid out in the Health & Safety Policy, and so any accidents or near misses must be reported at the time of the incident to the Duty Manager in charge.
- c) The Duty Manager can be contacted at any time during the Event by going to the Lancashire FA Reception.
- d) The Duty Manager will have blank Accident Forms available. These forms should be completed by the Customer giving full, exact details of the accident and providing additional witness testimonies if deemed necessary. The information will be transferred to Lancashire FA's electronic digital record.
- e) If there are subsequent developments e.g., the injured person receives hospital treatment related to the incidents, then this information must be phoned through to the Duty Manager on 01772 624000 the following day during the hours of 9.00am and 5.00pm.

8. General

- a) Goods and services may not be bought or sold on the Premises without the prior written consent from the Lancashire FA Facilities Manager, in which case additional terms and conditions will apply.
- b) Only catering and refreshments provided by Lancashire FA will be permitted at any Event. Outside catering is not permitted.
- c) Lancashire FA's name, logo and telephone number may not be used in any advertising or other publicity without the prior written consent of the CEO.
- d) No signs, displays, posters or other material may be fixed to the walls of Lancashire FA's rooms without the prior authorisation of the Lancashire FA Facilities Manager.
- e) If the Event includes you employing the services of an outside contractor you will indemnify Lancashire FA against any loss or damage to property to death or illness or injury to any persons and against all claims, costs, demands, proceedings and damages arising therefrom. Lancashire FA reserves the right to refuse access to any contractor in appropriate circumstances.
- f) Any loss or damage to Lancashire FA's property by the Customer's Event or the Customer's guests will be payable by the Customer on an indemnity basis.

9. Safeguarding

- a) Should any of the Customer's party have any safeguarding concerns with regards to children or adults at risk whilst at the Premises, please notify the Duty Manager immediately who can then make urgent contact with Lancashire FA's Safeguarding team.



10. Force Majeure

- a) Neither party shall be liable to the other for any delay or failure to perform its obligations because of or during the continuance of an act of force majeure as defined herein.
- b) **“Force Majeure”** means any cause that is beyond the reasonable control of the party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster.
- c) The obligations of any party are suspended during the existence of a Force Majeure act.