

awesome!

FOOTBALL PITCH TERMS AND CONDITIONS OF HIRE

1. Booking and Reservation Process

1.1 Online Booking

- To make a booking, access the online booking calendar located at the bottom of this page.
- View real-time availability and proceed to make and pay for your booking.

1.2 Block Booking

- For block bookings, use the same online booking calendar, ensuring to toggle the 'Block Booking' option during the reservation process.

1.3 Payment Process

- Utilise the online booking calendar to both make and pay for your booking securely.

1.4 Customer Portal Registration

- Upon completing a booking, register for the Customer Portal to efficiently manage your bookings.

1.5 Booking Management in Customer Portal

- Log in to your Customer Portal account and navigate to the bookings table to view and manage your reservations.

1.6 Cancellation Process

- Access your Customer Portal account and locate the specific booking you wish to cancel in the bookings table.
- In the order view, click on the "Cancel Bookings" tab; if within the cancellation policy, applicable items will be displayed for cancellation.

1.7 Refund Processing

- In case of cancellation within our policy, the system will automatically process refunds; please allow 7-10 working days for the refund to return to the original payment method.

1.8 Booking Amendment in Customer Portal

- Within our cancellation policy, use the Customer Portal to amend your booking. Navigate to the bookings section, select the specific reservation, and choose the option to amend it.

- Select a new date and time for the booking as needed.

1.9 Unique Entry Code

- Upon booking, receive a unique entry code via email and SMS.

- This code can also be found in your Customer Portal account.

- Enter the provided code into the keypad for secure access to the football pitch.

Note: All booking processes and management are handled by Playfinder through Booteq on behalf of Awesome ELM CIC.

2. Access and Security

2.1 Electronic Access Control

- The football pitch access is electronically controlled through the booking system, ensuring a secure and efficient process for individuals.

- Access is granted exclusively to those who have completed the booking through the contracted organisation, managed by Playfinder through Booteq on behalf of Awesome ELM CIC.

- Electronic access control helps maintain a controlled environment and ensures that only authorised users can enjoy the facilities.

2.2 Unsupervised Pitch Access

- It is important to note that pitch hire is not supervised. While there may be other users on-site, they are not responsible for managing pitch access.

- Users are expected to adhere to the terms and conditions outlined, and any unauthorised use may result in penalties or restrictions.

2.3 User Responsibilities

- Users are responsible for keeping their access credentials confidential, ensuring that the unique entry code received during the booking process is not shared with unauthorised individuals.

- Any misuse or unauthorised sharing of access credentials may lead to disciplinary actions, including potential bans from future bookings.

2.4 On-Site Users and Their Role

- While there may be other users present on-site, their presence does not imply responsibility for managing pitch access or security.

- Users are expected to respect the privacy and enjoyment of others using the Adventure Playground area and adhere to the facility's rules and regulations.

2.5 Emergency Procedures

- In case of emergencies, users should make their way out of the pitch and back up the stairs onto Corporation Row.

- It is imperative to follow instructions provided during emergencies and cooperate with any on-site staff or authorities if necessary.

2.6 Reporting Security Concerns

- Users are encouraged to report any security concerns or suspicious activities promptly. Contact information for reporting such issues can be found in the Customer Portal

2.7 Compliance with Facility Rules

- Users must comply with all facility rules and regulations, including those related to access and security. Failure to adhere to these rules may result in access restrictions or other penalties.

3. Facility Usage Guidelines

3.1 Permitted Activities

- The football pitch is to be used exclusively for football-related activities, including matches, training sessions, and related events.

- Any other activities that may cause damage to the pitch or pose safety risks are strictly prohibited.

3.2 Code of Conduct

- Users are expected to conduct themselves in a sportsmanlike manner, respecting fellow users, staff, and the facility.

- Offensive language, aggressive behaviour, and any form of discrimination will not be tolerated.

- Participants are required to adhere to the principles of fair play and good sportsmanship.

3.3 Noise and Disturbance Policies

- Users should be mindful of noise levels, especially during late hours, to avoid disturbances to neighbouring areas.

- Amplified music and excessive noise are discouraged to maintain a peaceful environment.

3.4 Compliance with Rules and Regulations

- All users must comply with the rules and regulations outlined in the terms and conditions, as well as any additional guidelines provided by the contracted organisation, Playfinder through Booteq on behalf of Awesome ELM CIC.

- Failure to comply may result in penalties, including access restrictions and potential legal action.

3.5 Equipment Usage and Care

- Only appropriate sports equipment, such as footballs and designated footwear, is allowed on the pitch.

- Users are responsible for ensuring that their equipment is in good condition and does not pose any safety hazards.

3.6 Facility Maintenance and Respect

- Users must respect the facility by avoiding actions that could cause damage, such as digging or removing turf, and report any damages promptly.

- The organisation reserves the right to charge for repairs resulting from user negligence.

3.7 Booking Time Limits

- Users are expected to adhere to the allocated booking time to ensure a fair distribution of facility access.

- Extensions or additional time must be arranged in advance through the online booking system.

3.8 Responsible Alcohol Consumption

- Alcohol consumption may be prohibited on the premises, and users are expected to adhere to any restrictions outlined in the terms and conditions.

3.9 Pets and Animals

- With the exception of service animals, pets are not allowed on the football pitch.

3.10 Compliance with Laws

- Users must comply with all applicable laws and regulations governing the use of the facility, including those related to health and safety.

3.11 Reporting Incidents

- Users are encouraged to report any incidents, damages, or concerns promptly through the designated channels provided by Playfinder

4. Liability and Insurance

4.1 Indemnification

a) The Hirer, by agreeing to the terms and conditions of football pitch hire, shall indemnify Awesome ELM CIC, including Playfinder through Booteq as the contracted organisation, against all actions, proceedings, claims, and demands arising from the hiring. This includes any harm or injury caused to any person due to the act, default, or negligence of the Hirer or the Hirer's guests.

b) In cases where the Hirer is not a community group, charitable organisation, or voluntary sector organisation, the Hirer shall also indemnify Awesome ELM CIC against any direct or indirect consequential loss or damage suffered by Awesome ELM CIC. This loss or damage must be caused by the act, default, or negligence of the Hirer, their guests, or anyone acting on the Hirer's behalf.

4.2 Insurance Requirements

a) The Hirer, if an incorporated or commercial organisation, must maintain and keep in force a comprehensive insurance policy throughout the duration of the football pitch hire. This policy should be with a reputable insurance company and should incorporate the standard conditions and exemptions of the insurance company.

b) The insurance policy must cover all claims arising from the exercise of the Hirer's use of the football pitch and all losses for which an indemnity is given under Clause 4.1. The coverage must be for a minimum amount of £10,000,000 in respect of any one claim for bodily injury or disease or damage to property.

4.3 Presentation of Insurance Documentation

a) Upon reasonable demand by Awesome ELM CIC or Playfinder through Booteq, the Hirer is obligated to provide a copy of the insurance policy or a summary of its terms.

b) Additionally, the Hirer must provide a copy of the current premium receipt as proof of ongoing insurance coverage.

4.4 Compliance with Awesome's General Hire Terms and Conditions

a) The Hirer acknowledges and agrees to comply with the indemnification requirements outlined in Awesome CIC's general hire terms and conditions for hall hire (as stated in the provided statement).

4.5 Limitation of Liability

a) Despite any indemnification provisions, the total liability of Awesome ELM CIC, Playfinder through Booteq, or any associated parties for any claim arising from football pitch hire shall not exceed the total amount paid by the Hirer for the specific booking in question.

5. Exclusion of Liability

5.1 Acknowledgment of Risks

- By entering into the football pitch hire agreement, the Hirer acknowledges and understands the inherent risks associated with the use of sports facilities, including but not limited to the risk of accidents, injuries, and damage.

5.2 General Exclusion of Liability

- Awesome ELM CIC, hereinafter referred to as "the Facility," explicitly excludes any liability for accidents, injuries, damage, and loss of personal property suffered by the Hirer, their attendees, or any third parties as a consequence of the football pitch hire.

5.3 Indirect or Consequential Loss

- The Facility will not be liable for any indirect or consequential loss or damage suffered by the Hirer. This includes but is not limited to loss of profits, revenue, business, goodwill, or any other indirect or consequential damages arising from the cancellation of the hire or any loss, damage, or destruction to the Hirer's belongings, goods, and equipment, regardless of the cause.

5.4 Loss or Destruction of Property

- The Facility disclaims any responsibility for the loss, damage, or destruction of the Hirer's or its attendees' belongings, goods, and equipment of whatsoever nature used at the football pitch. This includes the loss of any data stored in the Hirer's equipment.

5.5 No Duty to Insure

- The Facility has no duty to provide insurance coverage for the Hirer, their attendees, or their property. It is the responsibility of the Hirer to obtain any necessary insurance coverage for their activities and belongings.

5.6 Force Majeure

- The Facility shall not be liable for any failure or delay in performing its obligations under the terms and conditions if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, war, or other unforeseeable events.

5.7 Limitation of Liability

- The liability of the Facility, its employees, agents, and representatives, for any claim arising out of or in connection with the football pitch hire, whether in contract, tort, or otherwise, is limited to the total fees paid by the Hirer for the specific booking giving rise to the claim.

5.8 Assumption of Responsibility

- The Hirer assumes full responsibility for the consequences of using the football pitch, including any inherent risks and unforeseen events.

6. Child Protection and Safeguarding

6.1 Acknowledgment of Safeguarding Activities

- The Hirer acknowledges that activities involving children, young persons, or vulnerable persons may take place during the football pitch hire, and they commit to complying with all safeguarding requirements outlined by Awesome ELM CIC.

6.2 Compliance with Safeguarding Requirements

- When organising events involving children and young people not accompanied by their parents or guardians, the Hirer must adhere to Awesome ELM CIC's safeguarding requirements.

6.3 Adult Working with Children Requirements

- The Hirer is responsible for ensuring that any adult working with children or vulnerable adults possesses a current and satisfactory DBS certificate.

- Evidence of DBS certification must be provided to Awesome ELM CIC upon request.

- The Hirer undertakes that there will always be a person with a valid DBS certificate in charge when working with children, young adults, or vulnerable persons.

- The Hirer agrees not to leave any child, young person, or vulnerable person in the company of anyone other than their respective parent or guardian.

6.4 Statutory Requirements for Safeguarding

- The Hirer is responsible for complying with all statutory requirements for safeguarding of children, including but not limited to the conditions outlined in this agreement.

- The Hirer is encouraged to prepare its own safeguarding policy and guidance in accordance with the law, including the Safeguarding Vulnerable Groups Act 2006, where the hire is on behalf of an organisation or business. .

6.5 Reporting Suspected Harm or Abuse

- If the Hirer suspects that a child, young person, or vulnerable person at the Facility during the hiring is or may be at risk of significant harm, physical abuse, or physical harm, the Hirer must:

- Immediately contact Children's Services Contact Team (CSCT) on 0207 527 7400 .

- Use best endeavours to cooperate fully Islington's Children's Services Contact Team in reporting the incident, which may including making a report to the police.

6.6 Cooperation with Authorities

- The Hirer agrees to cooperate fully with any investigations conducted by relevant authorities concerning suspected harm, abuse, or any safeguarding issues related to activities during the football pitch hire.

6.7 Supervision and Responsibility

- The Hirer acknowledges its responsibility for the supervision and safety of children, young persons, or vulnerable persons attending the hired football pitch and ensures compliance with all child protection and safeguarding measures.

7. Acts and Regulations

7.1 Compliance with Applicable Laws

- The Hirer must comply with all applicable laws and regulations governing the use of the football pitch.

- This includes, but is not limited to, local, regional, and national laws related to sports facilities and activities.

7.2 Code of Conduct Adherence

- Users are expected to adhere to a code of conduct that aligns with legal and ethical standards during their use of the football pitch.

- Any violation of laws or breach of conduct may result in penalties or restrictions on future bookings.

7.3 Environmental and Health Regulations

- The Hirer is responsible for complying with all environmental and health regulations applicable to the use of the football pitch.
- This includes proper waste disposal, adherence to health and safety guidelines, and any other relevant regulations.

7.4 Licensing and Permits

- The Hirer must obtain any necessary licences or permits required for the activities they plan to undertake on the football pitch.
- Failure to secure required licences may result in the cancellation of the booking or other penalties.

7.5 Respect for Neighbors and Community

- Users must be considerate of neighbouring residents and the local community.
- Excessive noise, disruptive behaviour, or any actions that negatively impact the community may result in penalties or restrictions.

7.6 Compliance with Awesome ELM CIC Policies

- The Hirer agrees to comply with any additional policies or guidelines provided by Awesome ELM CIC, the contracted organisation (Playfinder through Booteq), or any other authorised entity involved in the management of the football pitch.

7.7 Reporting Non-Compliance

- Users are encouraged to report any non-compliance with acts and regulations to the contracted organisation or Awesome ELM CIC promptly.
- Failure to report violations may result in shared responsibility for any consequences arising from non-compliance.

7.8 Changes in Legislation

- The Hirer acknowledges that changes in legislation may impact the terms and conditions of the football pitch hire.
- In the event of changes, Awesome ELM CIC reserves the right to update the terms and conditions accordingly.

7.9 Legal Consequences

- Non-compliance with acts, regulations, or the terms and conditions may lead to legal consequences, penalties, and potential bans from future bookings.

8. Fire Safety Regulations and Evacuation Plan

8.1 Fire Safety Guidelines

-Users must familiarise themselves with and adhere to all fire safety guidelines applicable to the football pitch.

-Smoking and open flames may be strictly prohibited on the premises.

8.2 Evacuation Procedures

-The Hirer and users must be aware of the evacuation procedures in case of fire or other emergencies.

-Emergency exits and assembly points will be clearly marked, and users should follow instructions from staff or authorities during evacuations.

9. Facility Capacity and Safety

9.1 Maximum Capacity Limits

-The football pitch has a maximum capacity that must not be exceeded.

-Users should be mindful of capacity limits to ensure a safe and comfortable environment for all participants.

9.2 Safety Measures and Precautions

-Users are required to follow all safety measures and precautions outlined for the football pitch.

-This includes proper use of equipment, adherence to playing guidelines, and reporting any safety concerns promptly.

10. Refusal to Grant Hire and Cancellation

10.1 Grounds for Refusal

-Awesome ELM CIC reserves the right to refuse hire if the intended use of the football pitch violates the terms and conditions, is deemed unsafe, or conflicts with the facility's schedule.

10.2 Cancellation Policies and Procedures

-Users must adhere to the specified cancellation policies outlined in the terms and conditions.

-Awesome ELM CIC may cancel a booking in case of non-compliance, emergency situations, or unforeseen circumstances. Users will be notified promptly in such cases.

11. Theft and Security

11.1 Personal Belongings

- Users are responsible for the security of their personal belongings while on the football pitch premises.
- Valuables should not be left unattended, and users are encouraged to secure their possessions appropriately.

11.2 Reporting Theft or Suspicious Activity

- In the event of theft or suspicion of unauthorised activity, users should report the incident promptly to the contracted organisation or Awesome ELM CIC.
- Cooperation with any subsequent investigations is expected.

12. Damage to the Facility

12.1 Reporting Damages

- Users are obligated to report any damages to the football pitch or its facilities immediately.
- The Hirer assumes responsibility for damages caused by their activities or negligence.

12.2 User Responsibility for Damages

- The Hirer is liable for the costs associated with repairing any damages to the football pitch or its facilities resulting from their use.
- Awesome ELM CIC may charge the Hirer for the full cost of repairs.

13. Waste Management

13.1 Disposal of Trash and Litter

- Users must dispose of all trash and litter properly in designated bins.
- Leaving litter on the football pitch is strictly prohibited.

13.2 Cleanliness Expectations

- Users are expected to leave the football pitch in the same condition as they found it.
- Failure to maintain cleanliness may result in additional charges and penalties.

14. Smoking Policy

14.1 Designated Smoking Areas

-Smoking should be restricted to being off the site and away from the building and football pitch.

-Users must adhere to the specified smoking policies and restrictions.

14.2 Prohibition in Non-Smoking Zones

-Smoking is strictly prohibited in non-smoking zones, including but not limited to the football pitch itself and enclosed adventure playground facilities.

-Non-compliance may result in penalties and restrictions on future bookings.

15. Prohibited Areas and Activities

15.1 Restricted Zones

-All areas of the adventure playground site other than the football pitch are designated as restricted or off-limits.

-Users must respect these designations and refrain from entering prohibited zones.

15.2 Forbidden Activities

Users are strictly prohibited from engaging in any activities that may pose a risk to safety, damage the pitch or facilities, or violate any laws or regulations.

Examples of forbidden activities include but are not limited to vandalism, unauthorised access to equipment, and disruptive behaviour.