



BLUE BASE HIRE TERMS AND CONDITIONS

DEFINITIONS

In these conditions of hire, the following words and expressions shall have the following meanings:

“Additional Costs” shall mean any costs associated with catering, security or audio visual and media hire as may have been agreed between the parties and recorded on the Booking Form.

“Club” shall mean the Everton Football Club Company Limited, registered company number 00036624, whose registered address is at Goodison Park, Goodison Road, Liverpool L4 4EL.

“Contract” the contract between the Customer and the Supplier for the hire of the Premises and supply of the Services in accordance with the Booking Form and these Terms and Conditions.

“Deposit” the deposit to secure the booking, as stated in the Booking Form.

“EitC” shall mean Everton in the Community, the charitable organisation with registered address Goodison Park, Liverpool, L4 4EL, registered charity number 1099366 and registered company number 04851552.

“Event” is the event for which the Premises are being hired as set out in the Booking Form.

“Force Majeure” shall include, but not be limited to, industrial action (whether on the part of EitC employees or otherwise), accidents, fire, adverse weather, epidemic or pandemic or other public health emergencies (together with any regulations, guidance or restrictions which may be imposed by local or national government in response to such circumstances), riot, civil commotion and war.

“Hirer” shall mean the person signing the Booking Form. When an organisation is named in the Booking Form, that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the Booking Form.

“Premises” shall mean the building or part of the building known as the “Blue Base” which is located at Salop Street, Liverpool, L4 4BZ and which is operated by EitC.

“Permitted Area” shall mean the area(s) of the Premises to be hired by the Hirer, as agreed with EitC, and as set out in the Booking Form.

“Period of Hire” shall mean the date(s) and time(s) for hire referred to in the Booking Form.

“Services” the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Booking Form.

“Working Days” a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1. GENERAL CONDITIONS

- 1.1 The hire of the Premises shall be subject to the Booking Form, the following terms and conditions (the **“Conditions”**) and acceptance of the Booking Form by EitC.
- 1.2 EitC’s acceptance of a Booking Form will be at its sole and absolute discretion and EitC reserves the right to refuse or reject any Booking Form.
- 1.3 Subject to conditions 1.1 and 1.2 above, EitC agrees to make the Permitted Area available to the Hirer for the Period of Hire.
- 1.4 The Hirer shall not use the Permitted Area or the Premises, or permit the Permitted Area or the Premises to be used, for any purpose other than the purpose specified in the Booking Form.
- 1.5 The Hirer will not have the right to transfer any of the rights or obligations set out in these Conditions or delegate and/or sub-licence any right and/or sub-contract any obligation under them.
- 1.6 These Conditions shall not be modified except by agreement between EitC and the Hirer in writing.

- 1.7 EitC reserves the right, acting in its sole and absolute discretion, to move the Event to an alternative venue if required or cancel the booking in accordance with condition 5. EitC will use reasonable endeavours to inform the Hirer of any relocation in advance of the relevant Event.
- 1.8 Any complaints relating to an Event should be communicated in writing to EitC's Chief Finance and Reporting Officer, Everton in the Community, Spellow Lane, Liverpool, L4 4DF or via e-mail to thebluebase@evertonfc.com.
- 1.9 A reference in these Conditions to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.10 Nothing in these Conditions shall exclude or limit the liability of either party for:
- 1.10.1 death or personal injury arising as a result of its negligence or the negligence of its employees or agents;
 - 1.10.2 fraud or fraudulent misrepresentation; or
 - 1.10.3 any other liability which cannot be excluded or limited by reason of applicable law.

2. CONFIRMATION OF HIRE

EitC shall confirm the booking as detailed in the Booking Form on the date that the Deposit has been paid to EitC in cleared funds by the Hirer. Until that time, bookings for hire will be treated as provisional.

3. THE PERIOD OF HIRE

- 3.1 The Period of Hire shall be as set out in the Booking Form.
- 3.2 If the Event runs for longer than the Period of Hire, the Hirer will reimburse EitC for any Additional Costs incurred as a result of the overrun, including, but not limited to, additional wage costs for EitC staff and any licensed security officer hired in accordance with the applicable laws (the "Security").
- 3.3 Parking for those attending the Event will be available at the Premises for the Period of Hire, on a first come, first served basis and will be, except as specified at Condition 1.10 above, strictly at the vehicle owner's own risk, cars may not be left at the Premises overnight unless expressly agreed with EitC.
- 3.4 EitC retains control, possession and management of the Premises and the Hirer has no right to exclude EitC from the Premises. EitC reserves the right to enter the Premises at all times during the Hire Period including to supply the Services.

4. HIRER'S OBLIGATIONS

- 4.1 The Hirer and all attendees must remain exclusively within the Permitted Area. EitC staff and Security reserve the right to eject any person in breach of this condition 4.1.
- 4.2 The Hirer shall:
- 4.2.1 have the right to enter and use the Permitted Area as a licensee only and no relationship of a landlord and tenant is created between EitC and the Hirer by this agreement;
 - 4.2.2 abide by the terms of the Booking Form and these Conditions;
 - 4.2.3 be responsible for the conduct and behaviour of all people attending the Event and shall ensure that all attendees behave in a manner which:
 - (a) conforms to EitC's obligations under the law; and
 - (b) does not in any way cause damage or harm to the image or reputation of either EitC or the Club;
 - 4.2.4 ensure that no damage is caused or permit damage to be caused to any part of the Permitted Area and/or the Premises together with all its fixtures, fittings and equipment contained therein;
 - 4.2.5 comply with these Conditions and any instructions or notices from EitC and ensure that any guests or other persons present at the Event so comply; and
 - 4.2.6 leave the Permitted Area in a clean and tidy condition and remove any decorations, displays and other equipment from the Permitted Area at the end of the Hire Period.
- 4.3 The Hirer shall not:

- 4.3.1 use the Permitted Area or permit the Permitted Area to be used for any other purpose other than for the Event specified in the Booking Form;
- 4.3.2 make any alternation or additions to the Premises, the fixtures, fittings, equipment or decor;
- 4.3.3 permit the use of any naked flames;
- 4.3.4 smoke or permit smoking (including e-cigarettes) anywhere on the Premises;
- 4.3.5 bring or permit to be brought onto the Premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics;
- 4.3.6 bring or permit to be brought onto the Premises alcohol or drugs for consumption or otherwise; do or permit to be done anything on the Premises which is illegal or which may become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to EitC, or any owner or occupier of neighbouring property; or
- 4.3.7 display any signage, promotional material or other such items anywhere on the Premises without EitC's prior consent.
- 4.4 In the event damage is caused to either the Premises or any of its fixtures, fittings, equipment or décor by either the Hirer or anyone attending the Event, the Hirer shall inform EitC as soon as practicable of the cause and extent of that damage and indemnify EitC against the costs of making it good.
- 4.5 The Hirer is responsible for any personal injury to or the death of any person arising out of or in the course of hire of the Premises by the Hirer, unless due to negligence of EitC, the Club, or their servants or agents or employees, and will pay EitC and/or the Club any costs or losses it may suffer in relation to any actions, proceedings, claims, damages, charges, costs and expenses whatsoever brought or made against EitC in respect of any personal injury to or the death of any person arising out of or in the course of hire of the Premises by the Hirer.
- 4.6 Any proposed use by the Hirer of photography for any form of promotion/product endorsement is prohibited, save where the Hirer has received the prior written consent of EitC.

5. FEES, PAYMENT TERMS AND DEPOSITS

- 5.1 The cost of hire of the Permitted Area together with any Additional Costs shall be the sums agreed between the parties and recorded on the Booking Form and shall together form the "**Hire Fee**".
- 5.2 The Hire Fee will be subject to VAT.
- 5.3 EitC is entitled to request payment from the Hirer of:
 - 5.3.1 a non-refundable and non-transferable deposit against the Hire Fee, to be paid within seven days of the signing of the Booking Form; and
 - 5.3.2 any Additional Costs in advance of the Event.
- 5.4 The Hirer shall pay the full balance of the Hire Fee at least 7 days prior to the Event.
- 5.5 Any catering, security or audio visual and media hire requested immediately prior to, or during an Event, which is not recorded on the Booking Form (the "**Ad Hoc Costs**"), must be signed for by the Hirer on an additional request form, on which the estimated costs in per unit form will be clearly shown.
- 5.6 Within seven days of the completion of the Event, EitC may issue an additional invoice the Hirer for any outstanding Hire Fee together with any Ad Hoc Costs.
- 5.7 All charges must be paid by the Hirer within 30 days of receipt of an invoice.
- 5.8 Any payment required by condition 5.8 shall be made:
 - 5.8.1 by direct bank transfer to Barclays Bank Plc, Account Name: Everton in the Community, account number: 90109037 and sort code: 20-10-84; or
 - 5.8.2 over the phone to the EitC finance team on 0151 438 2277 using debit or credit card; or
 - 5.8.3 by the Hirer in person using cash or a debit or credit card at The People's Hub, 46 Spellow Lane, Liverpool L4 4DF.
- 5.9 EitC does not accept payment of invoices by way of instalments.

6. CANCELLATION POLICY

- 6.1 If the Hirer decides to cancel its booking other than where EitC is in breach of these Conditions, EitC will try to cancel or reallocate stock but shall be entitled to charge the Hirer for any irrecoverable costs it may have incurred in respect of the Hirer's booking and:
- 6.1.1 50% of the Hire Fee if cancellation occurs between the time of booking and 7 days before the Event; or
 - 6.1.2 100% of the Hire Fee if cancellation occurs less than 7 days before the Event.
- 6.2 EitC reserves the right to cancel the booking at any time, without liability to the Hirer (subject to condition 5.3 below), if:
- 6.2.1 there is an invoice from a previous Event which is overdue for payment;
 - 6.2.2 EitC experiences an unforeseen change in circumstances which results in it no longer being practicable for it to release the Premises for hire during the Period of Hire;
 - 6.2.3 the Premises are unavailable as a consequence of a Force Majeure event;
 - 6.2.4 the Hirer becomes insolvent, or in the case of individuals, becomes subject to a bankruptcy petition;
 - 6.2.5 the Hirer commits a material breach of any term of the Contract; or
 - 6.2.6 the booking might, in the opinion of EitC (acting reasonably and in good faith), damage EitC's reputation or the reputation of the Club.
- 6.3 EitC will refund any monies received by it in full for any booking cancelled in accordance with condition 6.2 above.
- 6.4 If EitC cancels an Event in accordance with 6.2.2 above, it will advise the Hirer of the cancellation at the earliest possible opportunity and provide the Hirer with the option to change the Event to an alternative date.

7. FINAL NUMBERS

- 7.1 The Hirer will notify EitC of the anticipated number of attendees attending the Event no less than 5 Working Days prior to the Event.
- 7.2 The Hirer will confirm to EitC the final number of attendees no less than 48 hours prior to the Event.
- 7.3 If the final number of attendees exceeds the number stipulated in the Booking Form, EitC may, at its discretion (and where permitted by law), offer to accommodate the increased number and shall charge the Hirer accordingly for any Ad Hoc Costs which may be incurred as a result of the increased number.
- 7.4 In the event EitC decides it is unable to accommodate any additional attendees, the maximum number of attendees EitC will accept for the Event will be the number specified in the Booking Form.

8. CATERING

- 8.1 Unless otherwise agreed, the Hirer agrees to use EitC's nominated caterers (the "**Caterers**") in conjunction with EitC staff for the preparation and service of food at the Event. Where EitC does permit your selected caterer, an additional fee will be chargeable as specified in the Booking Form.
- 8.2 Special dietary requirements should be notified to EitC no later than 10 Working Days before the Event.
- 8.3 EitC's staff will be solely responsible for the supply and service of alcohol when licensed catering is requested by the Hirer.
- 8.4 Where a limit as to the amount of alcohol to be supplied and served has been specified in the Booking Form, EitC may, at its discretion and subject to availability, continue to supply and serve alcohol if an Ad Hoc Costs form is signed by the Hirer in accordance with condition 4.6.
- 8.5 In accordance with the Licensing Act 2003, EitC is unable to allow any attendees who are under the age of 18 to consume any alcohol. EitC reserves the right to remove any alcohol from attendees who are unable to prove that they are over 18, regardless of how they obtained the alcohol in the first instance.

9. AUDIO VISUAL AND MEDIA HIRE

- 9.1 EitC may at its discretion provide audio visual and media hire for Events. All such equipment and materials shall remain the property of EitC.
- 9.2 Audio visual and media hire may be charged to the Hirer as an Additional Cost in accordance with condition 5.1.
- 9.3 Any equipment requested by the Hirer will be operated exclusively by EitC's staff.

10. SECURITY, HEALTH AND SAFETY

- 10.1 EitC shall employ Security staff to supervise the Event as and when it is necessary for EitC to meet:
 - 10.1.1 its regulatory, statutory or contractual obligations; and
 - 10.1.2 any issues identified by EitC following an independent risk assessment.
- 10.2 The Hirer will be notified if Security staff are required and the costs associated will be detailed in the Booking Form.
- 10.3 If the Hirer is hiring the Permitted Area for Private Use and EitC fail to comply with these terms, EitC are responsible for loss or damage the Hirer suffers that is a foreseeable result of EitC breaking this contract or failing to use reasonable care and skill, but EitC are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both EitC and the Hirer knew it might happen. EitC will not be held responsible for any loss or damage to any property belonging to the Hirer or an attendee except where this is foreseeable and is caused by EitC acting negligently or in breach of these Conditions Attendees should keep valuables with them at all times.
- 10.4 EitC only supply the Premises for private use. If the Hirer uses the Premises or Services for any commercial or business purpose, this use must be approved in advance and in such circumstances (except as specified at Condition 1.10):
 - 10.4.1 EitC will have no liability to the Hirer for any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - 10.4.2 EitC will have no liability to the Hirer for any indirect or consequential loss;
 - 10.4.3 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded;
 - 10.4.4 EitC's total liability to the Hirer for all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Hire Fee.
- 10.5 For health and safety purposes, the Hirer and attendees must take instructions from EitC staff during the Period of Hire. If an evacuation is necessary, the EitC staff on duty will assume full control of the evacuation of all persons from the Premises.
- 10.6 The Hirer and attendees must comply with all relevant health and safety regulations. The Hirer and attendees must immediately notify the relevant EitC staff and/or Security of any accident or injury occurring during the Event.
- 10.7 EitC staff or Security may refuse the right of entry or eject anyone attending the Event at any time during the Period of Hire if it has reasonable grounds to do so.

11. INTELLECTUAL PROPERTY

The Hirer shall not be entitled to use any intellectual property belonging to EitC or the Club (including but not limited to the Club's marks, logos, names, brands, images or photos relating to the Club, the Club's first team players or the stadium) in any promotions, advertising or marketing material without obtaining the prior written consent of EitC or the Club.

12. DATA PROTECTION

- 12.1 EitC will collect personal information about the Hirer in order to consider the booking application and perform its obligations under these Terms and Conditions. Personal information may also be collected about event attendees, where this is necessary in order to provide Services, for example to record dietary requirements.
- 12.2 All personal information shall not be processed beyond the scope of these Terms and Conditions, including it shall not be used for marketing purposes. For further details of your information rights

please see the EitC privacy notice, available from <https://www.evertoninthecommunity.org/about/privacy-policy/>

13. THIRD PARTY RIGHTS

Nothing in these Conditions grants any rights to any person who is not a party to an agreement with EitC and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

14. ENTIRE AGREEMENT

These Conditions, in conjunction with the Booking Form, contain all the terms agreed between the parties.

15. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in relation to these Conditions.