

## ADAMS PARK PITCH BOOKINGS – 2023 TERMS AND CONDITIONS

The following are the general terms and conditions (the Terms) relating to hire of the pitch and related changing room accommodation at Adams Park, Hillbottom Road, High Wycombe HP12 4HJ. In these terms and conditions the “Club” means Wycombe Wanderers Football Club Limited, the “Stadium” means the Adams Park pitch and those dressing rooms included in the hire, and the Hirer is the lead contact for the booking as confirmed in the online booking process or otherwise confirmed in writing by the Club.

Different terms and conditions apply for hire of the stadium for a match or matches which are to be open to the public. Please contact the Club for further information.

These Terms should be read in conjunction with any individual conditions or arrangements agreed between the Club and the Hirer.

Please contact us as per the number or email address published on our website should you require further information or clarification.

Unless otherwise agreed by the Club in writing, a booking under these terms and conditions includes, and is limited to, the following during the agreed period of hire:

- Full use of Home & Away Team Dressing Rooms
- Full Pitch Set Up (Goals, corner flags, nets)
- Car Parking for 100 cars
- Seating in the Origin Stand for (50)
- Floodlights (if an evening booking)

### 1. Conditions and Method of Booking

- 1.1. A booking is made for the period indicated in the online booking facility unless otherwise agreed by the Club. Access to the Stadium will only be permitted at the time shown on the booking contract and customers can only use the facilities they have booked and the Stadium must be vacated by the finish time shown on the booking contract. If the Hirer's party fails to vacate the Facility by the allocated time, purports to gain early access or to rooms not booked, the Hirer will pay to the Club an additional fee of £250. The Hirer agrees that such amount represents a reasonable pre-estimate of the cost to the Club of such failure.
- 1.2. The Club reserves the right to decline booking requests or to limit the amount of time played during a booking without cause but in particular if it deems that this is in the long term interests of the sustainability of the playing surface and/or the safety of any staff member or visitor to the Club.
- 1.3. Changing accommodation is provided as part of the booking on the basis that, in accordance with condition 1.1 above, access thereto is not granted until the beginning of the hire period and the changing rooms must be vacated by the end of the hire period.
- 1.4. Applications for the bookings of pitches should be made via the Club's online booking portal. The Hirer will be sent a copy of these Terms with either an invoice or receipt of payment.

- 1.5. The acceptance of the application form does not constitute a contract unless the Hirer receives written confirmation from the Club. If the booking is not accepted the Club will refund any monies within 14 days of the time of booking.
- 1.6. The Club reserves the right to refuse an application without stating the reason.
- 1.7. The Club reserves the right to re-allocate time slots according to need. Where possible the Club shall give the Hirer notice of any change(s) to their booking.
- 1.8. The Hirer may not display posters or other advertising on the Club premises without written permission nor advertise, promote, or announce any event to be held at any premises. Fly posting is illegal and will result in cancellation of the booking and the forfeit of all monies paid.
- 1.9. By placing the booking the Hirer warrants that they are 18 years of age or older and undertakes that they will be responsible for all members other party for compliance with these terms and conditions and all other rules and regulations applicable to the hire.

## 2. Payments

- 2.1. All Hirers must pay for their hire in one payment at the time of booking.
- 2.2. Payment can be made via the Club's online booking portal, unless where a Hirer is invoiced in which case the method of payment will be indicated on the invoice.
- 2.3. No booking can be confirmed until the required payment is received.
- 2.4. The Club reserves the right to amend the scale of charges at any time without prior notice.

## 3. Cancellations and variations

- 3.1. Provisional bookings are not offered unless otherwise agreed by the Club.
- 3.2. Subject to condition 3.4 below, in the event of cancellation of any booking by a Hirer, the Hirer shall pay to the Club a cancellation fee as follows and the Club shall return the balance to the Hirer within 14 days of the cancellation:
  - a. Cancellation more than two months from the date of the event will not incur a cancellation fee and the Hirer will receive a full refund;
  - b. Cancellation more than two weeks but not more than two months before the date of the event will incur a cancellation fee equal to one quarter of the total booking fee (inclusive of VAT);
  - c. Cancellation more than one week but not more than two weeks before the date of the event will incur a cancellation fee equal to one half of the total booking fee (inclusive of VAT);
  - d. Cancellation one week or less prior to the date of the event will result in a cancellation fee equal to the total booking fee (inclusive of VAT) and the Hirer will not receive any refund.
- 3.3. In the event that it becomes unlawful to hold the event by reason of public health legislation or regulation then the Club will refund all deposits to the Hirer and the booking shall be regarded as cancelled. The Club will use its reasonable endeavours

to accommodate a replacement event at such time as it becomes lawful to do so, subject to agreement terms and conditions applicable at the time.

- 3.4. Request for changes to a bookings, including requests for changes to booked times must be made at least three (3) days in advance of the booking with the Booking and Events Team and will only be confirmed in writing no later than three (3) days before the hire date. The Club is not obliged to agree to any request for such change but will endeavour to accommodate any reasonable request from the Hirer in that regard.
- 3.5. The Club reserves the right to cancel a booking and/or close the site or any pitch or facility without notice during any day(s) on which it has been let (whether for use by the Club's official teams or otherwise). Unless condition 3.3 applies no money will be refunded for bookings affected by closures, but the Hirer will receive a pitch booking credit note (valid for 12 calendar months) of equivalent monetary value to the original booking fee. There shall be no obligation on the Club to make the Stadium available for hire on any particular date.
- 3.6. The decision as to whether pitches are in a fit state of play rests ultimately with the Club. During inclement weather the pitch conditions can be ascertained by contacting the Club as per the number or email address published on the Club's website.
- 3.7. The Club accepts no liability for any cancellation, delay or postponement to a booking or match caused or decided upon by any member of the Hirer's booking party, for example where the referee decides that the pitch is not in a fit playing condition or too few team members are present for a match to go ahead. No refund (in full or in part), reduction, credit, exchange or similar shall be given by the Club.
- 3.8. The Club reserves the right to cancel any booking and refuse use of a pitch in cases of actual or threatened misconduct, abuse of the Club staff, or illegal use or activity.

#### 4. Use of Facilities

The Hirer and their booking party must adhere to the following at all times or they may be subject to the booking(s) being cancelled and/or a fine being imposed by and at the full discretion of the Club:

- 4.1. All persons on site at the Stadium shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the site.
- 4.2. All persons shall conform to any site regulations or byelaws in force and with any instructions they may receive from the staff or any other officials of the Club.
- 4.3. The Hirer will be responsible and liable in full for wilful or negligent damage caused to the pitch, equipment, buildings, or any other facilities or property of the Club. This includes where such damage is caused by another member of their booking party, including where an opposition team or an associated bystander.
- 4.4. The Hirer must ensure that members to their party treat the facilities at the Stadium in a proper manner. This includes but is not limited to not: kicking footballs in the car park; washing boots in showers; kicking footballs inside of buildings; leaving litter or unreasonable levels of general mess or smoking on site.
- 4.5. No glass bottles or glass in any form must be taken onto the pitches or into the changing facilities.

- 4.6. Appropriate footwear and clothing must be worn on the pitches. Further information can be obtained by contacting the Club as per the number or email address published on our website.
  - 4.7. At no time should the Hirer or their associated party enter the pitch prior to their scheduled time or interfere with any game that is in progress.
  - 4.8. At the end of the booking pitches and changing accommodation must be vacated immediately by the Hirer and anyone associated with the booking.
  - 4.9. In the event of an accident or injury the Hirer or nominated person should contact the emergency services and alert an appropriate member of staff at the Club as soon as practicably possible.
  - 4.10. The Hirer is responsible for ensuring that a First Aid trained personnel is present at the Stadium throughout the entire period of hire. The Club is able to provide First Aid trained personnel, at an additional cost to the Hirer, but this must be stated at the point of booking. Should the Hirer request this add on at a later date, no later than seven (7) days prior to the date of hire, the Club cannot guarantee this but will make reasonable efforts to grant the request.
  - 4.11. Any booking involving a hirer that is intending to host an event related to children or young persons under the age of 18 will need to provide the bookings team with a copy of their approved DBS certificate.
  - 4.12. The Hirer must ensure that all members of their party attending the Stadium are made fully aware of the Emergency Procedures, which will be displayed around the Stadium.
  - 4.13. The Hirer and members of the Hirer's party may bring cold food and non-alcoholic drinks onto the premises for their own consumption. Under no circumstances will alcoholic drinks be permitted to be brought onto, or consumed on, the Club's premises.
5. Booking not transferable
- 5.1. Bookings are non-transferable.
  - 5.2. Any Hirer to be found purporting to transfer their booking without written authorisation may (at the full discretion of the Club) be subject to a termination of their booking, forfeiture of any payment(s) already made to the Club, and may be liable for any cost(s) of the Club including (but not limited to) for loss of hire opportunity, administrative costs and / or legal costs.
6. Exclusion or Limitation of Liability
- 6.1. Subject to condition 6.4, neither the Club nor any subsidiary, parent or group companies shall be liable to the Hirer or any person connected to or associated with the booking for any actual or anticipated: loss of or damage to any personal property; accident, injury or illness; incidental or consequential losses; loss of profits, sales or business, or damage to goodwill or reputation.
  - 6.2. The Club will not be liable to the Hirer or any associated party in respect of any expenses, costs or losses incurred directly or indirectly as a result of any termination, cancellation or change to a booking.

- 6.3. Any liability of the Club and/or any subsidiary, parent or group companies shall be capped at a maximum value equivalent to the booking fee of the individual session at which or in connection with which any loss, damage, injury or similar occurs.
- 6.4. Nothing in these Terms shall limit or exclude any liability which cannot be limited or excluded by law, in particular for death or personal injury caused by negligence of the Club or any person acting on its behalf, or for fraud or fraudulent misrepresentation.

By making payment via Banking Automated Clearing Services (BACS), "Faster Payments", credit card or debit card the Hirer agrees to all the terms and conditions stated herein.