

Upon booking, entering or using the Facility, you the hirer agree to these Terms and Conditions of Hire.

1. About These Terms

- 1.1 These terms apply to all bookings at Ainsdale 3G (www.ainsdale3g.co.uk). Your contract is with Ainsdale Sports Ltd, a company registered in England and Wales (referred to as “Ainsdale Sports Ltd”, “Ainsdale 3G”, “we” or “us”).
- 1.2 “You” or “the Hirer” means the person or organisation making the booking. You are responsible for making sure everyone in your party knows and follows these terms.
- 1.3 We may refuse any booking for good reason.

2. What You Are Hiring

- 2.1 **“The Facility”** means the 3G pitches, pitch surrounds, fenced areas, gates, floodlights, goals and any storage or other areas operated by Ainsdale Sports Ltd.
- 2.2 **“The Hire Area”** means the specific pitch or pitches you have booked, for the date and time you have booked only.
- 2.3 **“The Clubhouse”** means the clubhouse, bar, function rooms, car park and any other land or buildings owned or run by Ainsdale Sports and Social Club (“the Club”) or anyone other than Ainsdale Sports Ltd. The Clubhouse does not form part of the Facility.
- 2.4 Your booking gives you use of the Hire Area for sport, football or football training, or another activity we have approved in writing. It does not include referees, coaching, first aid cover or use of the Clubhouse.

3. Clubhouse Bookings and Events

- 3.1 Any booking of the Clubhouse is a separate arrangement between you and the Club. Ainsdale Sports Ltd is not a party to it and accepts no responsibility for it.
- 3.2 You must not use the Facility, or allow it to be used, for any party, function, celebration, overflow or other activity linked to a Clubhouse booking, unless Ainsdale Sports Ltd has agreed in writing beforehand.
- 3.3 Guests attending a Clubhouse event must not enter the Facility unless they are part of a booked session in the Hire Area.
- 3.4 Permission from the Club, or from anyone other than Ainsdale Sports Ltd, does not count as permission to use the Facility or to bring any item onto it.

4. Prohibited Items and Activities

- 4.1 The following are not allowed anywhere on the Facility without our prior written consent:
- (a) Bouncy castles, inflatables, soft play or any amusement equipment
 - (b) Marquees, gazebos, tents or temporary structures
 - (c) Barbecues, open flames, fireworks, flares, smoke devices or generators
 - (d) Glass, alcohol, chewing gum, food, smoking or vaping
 - (e) Vehicles, bicycles, scooters or motorised equipment (other than mobility aids)
 - (f) Drones, amplified music or public address equipment
 - (g) Animals, other than assistance dogs
 - (h) Any goal, equipment or structure not supplied or approved by us
- 4.2 If we give consent for any item in 4.1(a) to 4.1(h), it will only be on condition that it is supplied and run by a professional operator who holds a current safety inspection certificate (for inflatables, a valid PIPA tag), public liability insurance of at least £5,000,000, and a written risk assessment, all of which must be given to us before the booking. Unauthorised items must never be placed on the 3G surface.
- 4.3 We may require any prohibited item to be removed immediately, or stop the session, without refund. You are responsible for any cost of removal and for any damage, injury or claim arising from a prohibited item brought onto the Facility by you, your party or your guests.

5. Protecting the 3G Surface

- 5.1 Only moulded stud boots, astro trainers or flat trainers may be worn. Metal studs, blades and spikes are not allowed.
- 5.2 Goals and equipment must not be dragged across the surface and must be returned to their storage position after use.
- 5.3 You must not cause damage to the surface, fencing, floodlights or equipment. Any damage must be reported to staff straight away.

6. Booking, Payment and Cancellation

- 6.1 All prices are in pounds sterling per pitch per hour unless stated otherwise and include VAT at the current rate. Prices may change, but your price is fixed once your booking is confirmed.

- 6.2 Payment must be made in full at the time of booking, or before entering the pitch where we have agreed this. You must guarantee your booking with a valid credit or debit card.
- 6.3 Bookings may be cancelled free of charge up to 72 hours before the start time. Later cancellations or no-shows will be charged in full.
- 6.4 Your session starts and ends at the booked times. Late arrival does not extend the session. Please leave the pitch promptly at the end of your session.
- 6.5 Bookings can be made online or through our Central Reservations Team on 07527 044 307. Not all products are available online.
- 6.6 Because bookings are for a specific date and time, the 14 day cancellation period for distance contracts does not apply.

7. Closures and Events Outside Our Control

- 7.1 We may close or stop use of the Facility at any time for safety reasons, including frost, snow, standing water, lightning, high winds, floodlight failure or an emergency.
- 7.2 If we close the Facility before or during your session, we will offer you another booking or a refund for the unused time. We will have no further liability to you for the closure.
- 7.3 We are not responsible for any failure or delay caused by events beyond our reasonable control, including severe weather, power failure, fire, flood, industrial action or government restrictions.

8. Numbers, Supervision and Safeguarding

- 8.1 You must not exceed the maximum number of players for the pitch you have booked, as told to you by our staff.
- 8.2 You are responsible for supervising everyone in your party, including spectators and guests, at all times.
- 8.3 Under 18s must be supervised by a responsible adult at all times. Clubs, coaches and organisations working with children or vulnerable adults must have their own safeguarding policy and suitable DBS checks in place.
- 8.4 You must not sub-let, resell or transfer your booking to anyone else without our written consent.

9. Health, Safety and Incidents

- 9.1 You must check the Hire Area before use and report any hazard to staff before play starts.

- 9.2 Clubs, coaches and organised groups must bring their own first aid kit and have a person able to give first aid present during the session.
- 9.3 Any accident, injury or near miss must be reported to staff immediately and recorded in our accident book before you leave the site.
- 9.4 You must follow all advice, instructions and emergency procedures given by our staff.

10. Insurance

- 10.1 Clubs, coaches, businesses and organised groups must hold public liability insurance of at least £5,000,000 and show us evidence on request.
- 10.2 We strongly recommend that all players have their own personal accident insurance. Our insurance does not provide personal accident cover for players.

11. Damage and Indemnity

- 11.1 You are responsible for any loss or damage to the Facility caused by you, your party or your guests, including the cost of repair, cleaning and any loss of bookings, and you agree to pay these costs when we ask.
- 11.2 You agree to compensate Ainsdale Sports Ltd for any claims, losses, costs (including reasonable legal costs) or damages it suffers as a result of: (a) you breaking these terms; (b) any prohibited item or activity brought or carried out by you, your party or your guests; or (c) the negligence or deliberate acts of you, your party or your guests. This does not apply to the extent the loss was caused by our own negligence.

12. Our Liability

- 12.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited or excluded by law.
- 12.2 We are not responsible for injury, loss or damage that is not caused by our negligence or our breach of these terms, including injury caused by the actions of other players or by any equipment or item not supplied by us.
- 12.3 We are not responsible for loss of or damage to vehicles, personal belongings or items left on site. Car parking is at the Club, is subject to availability and is used at your own risk.
- 12.4 Where you book as a business, club or organisation, our total liability to you for any booking is limited to the price paid for that booking, and we are not liable for any loss of profit or indirect loss.

13. Conduct and Noise

- 13.1 You and your party must behave in a way that does not cause nuisance, noise or inconvenience to other customers, staff or nearby residents. Examples of unacceptable

behaviour include unnecessary noise, whistles or horns, offensive or foul language, excessive shouting, repeatedly kicking balls against fencing, and audio equipment.

- 13.2 Abusive, threatening or violent behaviour towards staff, other customers or residents will not be tolerated. Anyone under the influence of alcohol or drugs will be refused entry.

14. Our Right to Stop Sessions and Exclude

- 14.1 Our staff, or anyone authorised by us, may stop any activity, end a session, or remove any person from the Facility where they reasonably believe these terms have been broken, or it is necessary for safety, good order or the protection of the Facility.
- 14.2 We may suspend, exclude or cancel the future bookings of any person or group who breaks these terms. In these cases no refund will be given for the session.

15. CCTV and Your Personal Data

- 15.1 CCTV is in operation across the Facility for safety, security, crime prevention, and the investigation of incidents, accidents and claims. Ainsdale Sports Ltd is responsible (the “data controller”) for CCTV covering the Facility.
- 15.2 CCTV footage is normally kept for up to 30 days and then recorded over, unless it is needed for an incident, claim or legal reason. Footage will only be shared where the law allows, for example with the police, our insurers, or under a valid request from a person shown in the footage.
- 15.3 We use the personal details you give us to manage your booking, take payment and contact you about your booking. We will not sell your details. You can ask for a copy of your personal data, or raise any data protection question, through the contact details on www.ainsdale3g.co.uk.

16. General

- 16.1 Although every effort is made to make sure the information on our website is accurate, we are not responsible for errors or omissions and may change information or offers at any time.
- 16.2 We may update these terms from time to time. Changes will not affect bookings already confirmed, unless needed for safety or legal reasons.
- 16.3 If any part of these terms is found to be invalid, the rest will still apply. If we do not enforce a term straight away, we can still enforce it later.
- 16.4 These terms are governed by the law of England and Wales.

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