

1. Introduction

- 1.1. These are the Terms and Conditions that apply when you (the booker) reserve a time period with HOST (HOST 2 Ltd, and HOST Somerset Ltd) for the Multi Use Games Areas (MUGA) or the 3G Sport Pitches (for the purposes of conciseness within this document these will be referred to collectively as the "MUGA")
- 1.2. When you reserve a slot with HOST, you are agreeing to adhere to the Code of Conduct, as outlined in the Privacy Policy (See <https://www.host-somerset.co.uk/privacy-policy>)

2. Reservations

- 2.1. The booker shall satisfy themselves that the facilities to be hired are suitable for their purposes
- 2.2. The contract of the hire of the premises between HOST and the booker shall take effect only upon written acceptance of the hire agreement on behalf of HOST being posted, emailed, or handed to the booker
- 2.3. The booker shall be advised of the hiring fees either when making the initial inquiry regarding hire or when the hire agreement is issued. HOST require payment at the time of the bookings
- 2.4. If you make a booking using the HPC Workers Discount Code you are confirming you are a member of the Hinkley Point C Nuclear Project, and may be required to enter your SAP Number for identity confirmation purposes
 - 2.4.1. On arrival you may also have your SAP Number checked by a Security Team Member for confirmation

3. Cancellation

- 3.1. The MUGA pitches may be cancelled or transferred up to 24 hours in advance; with a full refund processed to the same debit/credit card as used to make the booking. Any cancellation made within 24 hours of arrival will be charged in full for the booking.
- 3.2. HOST reserves the right to cancel any hiring without notice if:
 - 3.2.1. The facilities will, due to circumstances outside their control, be unavailable for the hire period
 - 3.2.2. The booker has failed to disclose material information concerning the proposed hiring
 - 3.2.3. There are reasonable grounds to conclude that the conditions of hire may be breached to a material extent
 - 3.2.4. In the event of (3.2.2) or (3.2.3) any refund of hiring fees shall be at the discretion of HOST

4. No Shows

- 4.1. If you have made a booking on any of the HOST sports pitches and fail to arrive, this will be classed as a no show

- 4.2. No shows will be charged in full for the booking
- 4.3. If you fail to arrive for your booking and it goes to no show, this will be recorded in your profile. If you are found to no show 3 times, you will lose the ability to book the pitches for a period of 6 months

5. Damages

- 5.1. The booker shall indemnify HOST against all claims for damages, compensation and/or costs in respect of:
 - 5.1.1. Bodily injury or illness to third parties, and/or
 - 5.1.2. Damage to third party property caused by or arising out of or being incidental to the booker's use of the premises
- 5.2. The booker shall be responsible for loss of or damage to the facilities and contents therein. All property pertaining to the booker's including cars are left entirely at their own risk
- 5.3. The booker shall affect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in conditions 6 and 7 above. (see appendix B following conditions of hire for explanatory notes on insurance)

6. Limitations

- 6.1. The facilities do **not** hold licences for
 - 6.1.1. Public dancing, music or any other public entertainment
 - 6.1.2. Public performance of a play
- 6.2. The booker shall be responsible for obtaining any licence required from Sedgemoor district council and shall produce the licence for inspection prior to the hiring date. The booker shall be responsible for complying with the terms of any such licence
- 6.3. Should your booking have people who are under the age of 18 as the users of the MUGA pitches, someone who is 18 or above must be present at all times for the purposes of supervision, should this not be the case the group will be asked to leave the premises, and no refunds will be given
 - 6.3.1. All bookings must be made by an individual who is 18 or above, this individual would be classed as the lead booker and therefore is the responsible party for inputting the data into the booking system
- 6.4. The booker shall be responsible for complying with the legislation relating to copyright in relation to the hiring and the requirements of the performing rights society limited and photographic performance limited concerning the performance respectively of musical work and sound recordings on the premises. The booker hereby indemnifies HOST against any breach of this condition
- 6.5. The sale and or use of intoxicating liquor is prohibited

- 6.6. Use of the premises is limited to the MUGA pitch(es) hired, and necessary facilities such as toilets and changing rooms
- 6.7. Car parking is permitted in the car park provided subject to availability. The booker is required to observe all site speed limits
- 6.8. The booker is responsible for the preservation of good order during the hiring. The booker shall at all times provide adequate adult supervision who shall be present throughout the hiring, no under 18s are allowed unaccompanied by an adult
- 6.9. The wearing of nailed or stiletto heeled or other unsuitable footwear in the areas is prohibited. Appropriate footwear is to be worn in all sports facilities and in the MUGA's, non-marking trainers and no studded footwear, and Astro trainers or non-marking footwear on the Astro-turf pitches. Please make sure that footwear is clean before entering
- 6.10. No nails or screws shall be driven into walls, floors, ceilings, furniture or fittings, and no signage or banners shall be affixed to any part of the premises, including the use of tape, sticky tack, drawing pins, save with the prior written approval of HOST
- 6.11. The laying of composition or other preparation on facility floors is prohibited, save with the prior written approval of HOST
- 6.12. No smoking or vaping is allowed on any part of the premises either within or outside of the facilities, excluding areas designated for such
- 6.13. Any alteration or addition to the lighting is strictly forbidden, except with the written consent of HOST. Consent may be subject to conditions, which the booker will be required to observe
- 6.14. If any special equipment is required, it must be agreed in writing with HOST Somerset. We must be satisfied that the use of the equipment is supervised by a competent person
- 6.15. The booker will be responsible for providing any first aid facilities that the booker deems necessary in accordance with the health and safety (first aid) regulations 1981
- 6.16. No function shall extend beyond the hiring period and the booker shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed by HOST
- 6.17. Access may be permitted to the premises prior to the commencement of the hire period to allow for setting up of facilities. This is to be arranged in advance through HOST
- 6.18. After use, the booker must leave the premises in a clean and tidy condition, the booker's property removed. HOST reserves the right to recover from the booker any additional expenses incurred as a result of non-compliance with this condition, as outlined in section 4.2

- 6.19. Where the booker is a sports club, it is the responsibility of the person named on this agreement to ensure that the club's health and safety procedures are adhered to whilst on site. The booker is responsible for conducting their own risk assessment prior to the commencement of the hire. Any potential problems are to be reported to HOST immediately
- 6.20. Fire procedures are displayed in all areas of the facilities and fire exits, and extinguishers are clearly marked. Should the fire alarm sound you should leave the premises immediately and assemble in the car park contact the emergency services. Where the booker is a club you are required to keep a register of all those attending to ensure everyone has left the areas and can be accounted for
 - 6.20.1. Fire safety policy, if there is a fire within the Campus, you do not need to evacuate. If there's a fire on the pitches or surrounding areas, evacuate to the larger parking area. If there is a question at any point, please ask the Security Team at the front gate. By entering into this hire agreement, you are also agreeing to abide by the terms of HOST fire safety procedures
- 6.21. Users are required to bring the equipment necessary to play their game of choice (Hinkley and Sedgemoor Campus pitches have football goals posts and nets)
- 6.22. The lead booker is required to report to the Security Office at the entrance gates to gain access to the sports pitches and changing-room facilities. All other participants may proceed directly to the pitch
- 6.23. The lead booker will be required to show proof of booking conformation as supplied through the automated emailing system provided when using our booking portal

7. Appendix

7.1. Booker's insurance – indemnity clause A

7.1.1. Injury to persons or property

- 7.1.1.1. The booker shall indemnify HOST against all claims for damages, compensation and/or cost in respect of:
 - 7.1.1.1.1. Bodily injury or illness to third parties, including HOST Team Members, their Subcontractors, or Campus lodgers
 - 7.1.1.1.2. Damage or loss to third party property caused by, or arising out of, or being incidental to the booker's use of the premises

7.2. Damage to premises and equipment

- 7.2.1. The booker shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the HOST, except when loss or damage to the premises or contents are a result of the negligence of HOST

- 7.2.2. The booker shall affect adequate insurance in respect of such loss or damage
- 7.2.3. The booker shall provide a copy of the certificate of insurance to HOST at the time of submitting the hire agreement. A copy of each subsequent renewal certificate must also be produced to HOST if the hire runs past the original expiry date