



## Facility Hire Agreement

### Oxford City Football Club – Venue Hire Agreement

#### TERMS AND CONDITIONS

This Agreement constituting the facilities hire terms and conditions which is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

#### 1. Definitions and Interpretation

1.1. The Venue – The MGroup Stadium, Marsh Lane, Marston, Oxford, OX3 0NQ.

1.2. The Hirer – The individual or organisations that has been set out as the customer and/or assigned as the lead contact through Oxford City's Football Clubs booking platform, Sportskey/bookapitch, email or any other means.

1.3. The Premises – Stadium Pitch, Community Arena, Grass Pitches, Clubhouse, Changing Rooms, Velocity Suite, Marquee and Classrooms.

1.4. The Facility – The MGroup Stadium, Marsh Lane, Marston, Oxford, OX3 0NQ

1.5. The Amount Due – the amount/fee that the Hirer is required to pay to the Venue as set out on through Oxford City Football Clubs booking platform, Sportskey/bookapitch or through invoice

1.6. The Period of Hire – refers to the period set out through Oxford City Football Clubs booking platform, Sportskey/bookapitch or as agreed.

#### 2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the premises, this will be set out to the hirer if the club is to believe that the event is likely to achieve an attendance close to the capacity.

2.2. The maximum capacities are as follows: Pitch 1/3 – 25, Pitch 2/3 – 50, Whole Pitch – 80. Clubhouse – 140, Classroom – 20, Velocity Suite - 120, Marquee – 130, Clubhouse + Classroom 150 people.

2.3. The Hirer shall ensure that all participants remain in there designated hiring area and do not encroach on other hirers and do not enter restricted places.

### 3. Use of Premises

3.1. The Hirer shall not use the Facility for any purpose other than that described on the Oxford City Football Clubs booking platform, Sportskey/bookapitch or as agreed and shall not sub-hire or use or allow the Premises to be used for: Any political rallies or demonstrations. For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules. For functions attended by people whose presence may cause civil unrest or division within the community. To an organisation or individual which has been banned by law. Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue reserves the right to exclude or eject from the Facility for any person, and to cancel any booking where it considers: That such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue. The Hirer shall ensure that no equipment, goods, or other materials are left on the Premises overnight.

### 4. Licences

4.1. Where applicable The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2. Where the use of the Facilities Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence (Schedule 1). This may not apply to you

4.3. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations, and approvals whether of a public or private

nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

## 5. Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Facilities' Safety Officer and must supply any documents requested promptly; this may include a Risk assessment completed by the Hirer.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the facility during the Period of Hire. The Hirer must carry out a risk assessment for each event. A copy of the risk assessment must be supplied to the Venue at least 28 days before the first date of the Period of Hire.

5.3. The Hirer shall ensure they are familiar with the:

- a. fire alarm points
- b. fire evacuation procedures, routes, refuge point and assembly point
- c. location of telephone
- d. location of first aid kit
- e. location of the accident reporting book
- f. location of defibrillator

5.4. The Hirer shall

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Facility are not propped or left open at any time .
- c. familiarises visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point
- d. appoints fire wardens who are trained in emergency procedures

5.5. The Hirer is advised to carry out a practice evacuation of the Facility to highlight any points for concern and/or during an introduction outlining fire emergency practice as outlined in 5.3 and 5.4.

## 6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested, and details submitted to the Venue 28 days prior to the booking, if the booking is taken less than 28 days prior to the event then documents must be submitted no later than 72 hours after the booking.

## 7. Alterations

7.1. The Hirer must not make any alterations to the Facility or any other part of the Facility without the Venue's prior written consent.

## 8. Food and Drink

8.1. External food and drink are not permitted except for water and sports drinks for personal use, food for medical reasons.

8.2. Our food & drink outlets are open during peak hire times – please enquire as to opening times.

8.3. Challenge 25: In the event of a customer looking aged 25 or under, they will be asked to provide ID to prove they are over the age of 18.

We reserve the right to refuse service to anyone who is intoxicated or under the influence of illegal substances upon arrival or during an event.

8.4 Additional charges may apply where the Hirer fails to comply with clause 8 and may result in the event being cancelled.

## 9. General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Facility.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted.. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

9.5. No dogs are permitted on site, except for registered assistance dogs.

9.6 Filming and photography without permission are prohibited.

9.7 The use or possession of pyrotechnics, smoke bombs, flares, fireworks, or any other hazardous items is strictly prohibited anywhere on site.

9.8. Additional charges may apply where the Hirer fails to comply with clause 9 and may result in the event being cancelled.

## 10. Nuisance

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

## 11. Children

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place which is also shared with the facility.

## 12. Charges, Confirmation and Cancellation

12.1. The booking will be confirmed on acceptance of the booking by the Venue when payment is made.

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3. Where the booking is cancelled by the Hirer less the Amount Due must be paid in full.

### 12.4. Hirer-Initiated Cancellations

- More than 28 days' notice = Full refund
- 15–28 days' notice = 50% refund
- 14 days or less = No refund

12.5. Failure to attend without notice will result in the full payment being charged and no refund.

## 13. End of Hire

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the building at the end of the Period of Hire.

13.3. The Venue has the right to additionally charge the hirer £20 per bag of litter that is collected by the Facility at the end of the booking.

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

#### 14. Payment and Amount Due

14.1. The Hirer shall make payment of the Amount Due upon booking.

14.2. Payment is required upon booking to confirm – delay payment or on the day payments is at the discretion of the Venue and will be treated on a case-by-case basis.

14.3. The details of the Amount Due are set out through Oxford City's Football Clubs booking platform, Sportskey/bookapitch or through booking confirmation email. The Venue updates hire charges from time to time. The Venue will give 10 days' notice of any increase in the amount due – the cost of the hire will be unchanged after the full payment if confirmed.

14.4 Concerns regarding pricing should be addressed within 30 days of the booking confirmation issued by the Venue.

#### 15. Insurance

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Facility and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

15.2. The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue not less than 28 days before the first date of the Period of Hire.

#### 16. Data Protection

16.1. Personal data supplied through Oxford City's Football Clubs booking platform, Sportskey/bookapitch or through any other means to the club will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

## 17. Care of Premises and Equipment

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

## 18. Loss or damage

18.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

## 19. Advertising

19.1. No advertising shall be displayed at the building without the written permission of the Venue.

19.2. Any artwork or other advertising for the event must be approved by the Venue.

19.3 A charge of £100 shall apply where the Hirer fails to comply with clauses 19.1 and 19.2.

## 20. General Terms

20.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

20.3. The Hirer shall engage with the Venue's Safety Advisory Group regulations when requested.

20.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

20.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

20.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

20.7 For all pitch bookings – all participants and individuals entering the pitch are required to follow the correct footwear requirements as outlined by the club and SIS Pitches. Failure to comply or to enforce the rule will result in the termination of the booking without reimbursement. An additional £100 charge can be added.

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