

HTCFC: Terms & Conditions

1. Definitions

- **“We” / “Us” / “HTCFC” / “The Arena”** – refers to the management of The Arena, Norton Road, Baldock, Hertfordshire, SG7 5AU.
 - **“Client” / “You”** – the person, company, team, or group making the booking, or the individual named on the pitch hire agreement form.
 - **“Event” / “Function”** – the hire of any part of The Arena, Café & Bar, or Function Room (whether or not it includes pitch hire) and casual or irregular match or tournament hire.
 - **“Casual Booking”** – a one-off or irregular pitch booking.
 - **“Block Booking”** – a booking of the pitch for **10 weeks or more**, including regular match hire.
 - **“Rolling Booking”** – a booking of the pitch for **a one-year period, renewable annually**.
 - **“Pay-As-You-Play”** – a walk-in option for access to a designated area of the pitch at the discretion of HTCFC.
 - **“Guests”** – all individuals attending an event, function, or booking, including players, spectators, and invitees of the Client.
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2. General Terms

- 2.1.** Clients must comply with The Arena’s rules, which are displayed on site. We may reasonably update these rules at any time, with notice posted at The Arena.
 - 2.2.** We may assign this Agreement to a third party, with notice to you.
 - 2.3.** This Agreement is governed by **English law**.
 - 2.4.** If any clause of this Agreement is found to be unenforceable, the remaining clauses will remain valid.
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3. Damage & Responsibility

- 3.1.** Clients are liable for any **damage, loss, or theft** of HTCFC property caused by themselves or their guests.
 - 3.2.** Clients are responsible for the supervision and behaviour of their guests at all times, including ensuring quiet arrival/departure to respect neighbours.
 - 3.3.** Clients must ensure adequate **first aid arrangements** (equipment, trained personnel, and insurance cover). HTCFC provides basic first aid equipment (stretcher, kits, defibrillator, etc.) but cannot guarantee availability.
 - 3.4. Footwear:** Blades or metal studs are strictly prohibited. Breaches may result in expulsion or team bans.
 - 3.5. Smoking** is only permitted in designated areas and prohibited on the pitch and spectator areas. Breaches may result in immediate and permanent withdrawal of facility use.
 - 3.6. Chewing gum** is prohibited on the pitch, spectator areas, and changing rooms. Breaches may result in immediate and permanent withdrawal of facility use.
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4. Limitation of Liability

- 4.1.** HTCFC will provide services with reasonable care and skill.
- 4.2.** Where possible, HTCFC will work with clients to remedy any breach of agreement.

4.3. We will compensate you for loss or damage if caused by our failure to meet legal obligations, unless caused by:

- Your own actions,
- An unrelated third party, or
- Unforeseeable events beyond our control.

4.4. Our liability (other than for death or personal injury caused by negligence) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

4.5. HTCFC accepts no liability for:

- Property damage,
- Financial or business losses,
- Indirect losses,
- Injuries or damages to clients, guests, property, or third parties while on the premises.

4.6. Climbing onto roofs or restricted areas is strictly prohibited. Injuries or damage arising from such behaviour are entirely the client's responsibility.

5. HTCFC Right to Cancel

5.1. We may cancel any booking or event if:

- Guests or clients engage in **abusive, threatening, discriminatory, or violent behaviour**,
- **Alcohol is consumed** on site that was not purchased at the venue,
- Conduct disrupts other guests or endangers staff,
- Payment is not received in full 14 days before the event.

5.2 If HTCFC cancels for reasons outside of client misconduct apart from those resulting from Force Majeure, all monies paid will be refunded or an alternative date offered.

5.3 Force Majeure: We are not liable for cancellations due to events outside our control (e.g. war, flood, natural disaster).

6. Block Bookings

- Must be made in the name of a team / company manager or club secretary.
 - Payment is due monthly in advance (invoice).
 - HTCFC may refuse to renew, with 14 days' notice.
 - Prices may be changed with 14 days' notice; clients may cancel if they do not accept new rates.
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7. Rolling Bookings

- Defined as weekly bookings for a minimum of one year.
- Payment is due monthly in advance (invoice).
- HTCFC may refuse renewal with 14 days' notice.
- Prices may be changed with 14 days' notice; clients may cancel if they do not accept new rates.

8. Pay-As-You-Play

- Walk-in use of the facilities **may** be accepted between the hours of 10:00am – 4:30pm, Monday to Friday, **subject to availability** and at the **sole discretion** of HTCFC.
- **Payment in full** will be required upon arrival and **prior to entry** onto the pitch.
- Pay-As-You-Play sessions **cannot be pre-booked** and do not guarantee access or entitle the user to any particular pitch-size or duration of hire. Access will be granted based on **availability at the time of arrival**, and at the discretion of HTCFC. **Pitches may be shared** with other Pay-As-You-Play users and sessions may be **terminated at any time** by HTCFC.
- Use of the facilities under Pay-As-You-Play is entirely at the **user's own risk**. HTCFC accepts no responsibility or liability for injury, loss, or damage sustained while using the facilities.

9. Booking Transfers

- We allow confirmed bookings to be transferred to another party, subject to our approval and the following conditions:

9.1. Written Request Required

The original booker must request the transfer in writing and provide full details of the new party.

9.2. Approval by HTCFC

All transfers are subject to approval by HTCFC. We reserve the right to refuse a transfer at our discretion.

9.3. No Refund of Deposit (if applicable)

Any deposit paid by the original booker is non-refundable. Any repayment of the deposit (or other fees) between the original and new booker is a private arrangement and is not the responsibility of HTCFC.

9.4. New Agreement with Transferee

Upon transfer approval, a new agreement will be formed with the new booker, who assumes all responsibility for the booking as originally booked, including payment of any open or remaining balance.

9.5. Transfer Confirmation Required

A booking is not officially transferred until both parties and HTCFC confirm the arrangement in writing.

10. Cancellations & Postponements – Block Bookings

- Postponement requests must be in writing at least **7 days before use**, or the full hire fee is due.
- Clients may cancel up to **4 bookings per block period** without charge (with 7 days' notice).
- Entire contracts require **6 weeks' notice** to terminate.
- Like-for-like booking changes may be requested with 7 days' notice (subject to HTCFC approval).
- All other missed sessions remain payable. Overdue accounts may result in suspension.

11. Cancellations & Postponements – Rolling Bookings

- Same rules as block bookings, except:
 - Clients may cancel up to **6 sessions per year** without charge (with 7 days' notice).
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12. Cancellations – Events & Functions

- A **50% non-refundable deposit** is required within 14 days of reserving. Balance due 14 days before the event.
 - Cancellations must be received at least **14 days before the event**. Deposits will be retained.
 - Late bookings (within 2 weeks of the event) are charged at the full rate if cancelled with less than 48 hours' notice.
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13. Cancellations – Casual Bookings

- Payment must be made within 7 days of booking.
 - Late bookings and same-day (within 7 days) must be paid for **at the time of booking** and **before entry**.
 - Cancellations require **7 days' notice** in writing. Late cancellations or non-arrivals will be charged in full.
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14. Failure to Pay

- Late payments may incur admin fees and/or daily interest.
 - Debts over 30 days may be referred to a third-party collection agency, with all associated costs charged to the client.
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15. Respectful Behaviour

- All users are expected to conduct themselves in a **respectful and considerate** manner while on HTCFC premises.
 - Abusive, aggressive, discriminatory, threatening, or antisocial behaviour — whether directed towards staff, officials, or other users — **will not be tolerated** under any circumstances.
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16. Right to Refuse Access

- HTCFC reserves the right, at its **sole discretion**, to refuse entry or require the **immediate removal** of any individual who engages in behaviour deemed inappropriate, unsafe, or disruptive. **No refunds** will be issued in such cases.
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17. Damage and Misuse

- Any deliberate damage to facilities, equipment, or property may result in immediate termination of access, liability for the cost of repairs, and possible legal action.
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18. Data & Privacy

- Personal data will only be used to manage bookings and this Agreement, in line with our **Privacy Policy**.
- Where debts are referred to a third party, your details may be shared for recovery purposes.
- CCTV is in operation at all times for safety and security.