



FSM COMMUNITY CIC (FSM) (14748507)

### **BOOKING AGREEMENT - TERMS AND CONDITIONS - 13 WEEK PACKAGE**

The booking reserves the hirer's chosen facility at the agreed day, time and duration for a block of 13 weeks. This will then continue to automatically renew for further 13 week block indefinitely as an evergreen contract.

If the hirer wishes to amend or cancel the booking at the end of the current 13-week block, the hirer must provide FSM a minimum of 4 weeks' written notice (i.e. during week 9) via email to [admin@fsmcentres.co.uk](mailto:admin@fsmcentres.co.uk). Verbal notification, or on site notification, is not acceptable. Notice will only apply to the following 13-week block and the current 13-week block must be paid for in full regardless of attendance.

If FSM wish to amend or cancel the booking at the end of the current 13-week block, FSM will provide the hirer a minimum of 4 weeks' written notice (i.e. during week 9) via email to the email detailed below. It is the hirer's responsibility to inform FSM via email to [admin@fsmcentres.co.uk](mailto:admin@fsmcentres.co.uk) of any changes to the email address. A sent email to the email address noted below of any change provided will be deemed notice. Notice will only apply to the following 13-week block and the current 13-week block must be paid for in full.

Regardless of attendance, all sessions must be paid for. Facilities will not be available on the following dates and no charges will be applied should your booking fall on any of these dates, 24th, 25th, 26th, 31st of December and the 1st of January.

The Hirer acknowledges that bookings are subject to weather conditions and that adverse weather (conditions such as heavy rain, snow, ice, extreme wind, flooding, or any other condition that affects the safe or practical use of the facility) may render the facility unavailable for use. In the event of cancellation due to adverse weather, no refunds will be issued, and the Hirer remains liable for full payment of the session fee. This clause applies regardless of whether the session proceeds as scheduled, and the Hirer accepts that the risk of such cancellations is inherent in the booking agreement.

FSM reserves the right to change the price at any time giving the hirer at least 28 days' notice.

If the hirer is unable to fulfil the current 13 week block, we will recalculate the total of sessions so far plus 4 weeks' notice at our current Pay As You Go (PAYG) rate and the hirer will be invoiced for the difference between total sessions at PAYG and sessions paid so far plus 4 weeks notice at the PAYG rate.

Occasionally bookings may have to be cancelled by us at short notice due to school events or similar events beyond our control. We will endeavour to give as much



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notice as possible and no charge will be made on these occasions. We will not be held liable for any costs/inconvenience or the like as a consequence of this occurrence. We are obligated to work on the ethos of the school comes first.

Upon entering the facility, the hirer agrees to inspect the area & confirm that it is safe & reasonably suited and fit for purpose for your booking on behalf of all members of your group/organisation. The hirer assumes full responsibility for and risk of bodily injury or death whilst using the facilities.

FSM and all its employees and the like will not be held liable for any loss, liability, damage or cost incurred for any reason during the hirer's use of the premises or any facilities or equipment thereon or participating in any class affiliated with FSM.

The hirer is to ensure that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public. FSM have the right at its own discretion, for any reason, to reject the hirer from the facilities.

To comply with the Prevent Duty (part of the Counter Terrorism and Security Act 2015) the hirer must not use, permit or allow rooms or facilities or the site to be used for any extremist or terrorist activities and the like or for the dissemination of extremist views or materials.

The hirer shall accept responsibility for any damage and agree to pay any costs requested by FSM to return the facility to a clean and fit condition as found upon entering the facility.

Payment must be made by the hirer either by monthly invoice or by card on arrival at each session. If monthly invoice is the preferred payment method, invoices will be emailed at the end of the previous month & must be paid no later than the 7<sup>th</sup> of the current month. A late payment charge of £25 will be added to any invoice payments more than 7 days late.

Bookings will be suspended after one session past the 7<sup>th</sup> and access to the facility denied until payment is made.

#### **VAT exemption rules**

Where facilities are booked by a school, club or association, or an organisation representing affiliated clubs or constituent associations (e.g. local league), it is



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possible for the supply to be treated as exempt from VAT, meaning no VAT will be charged on the booking price. An individual team may be regarded as a club, providing it organises its affairs in a similar manner.

Where a booking is being made to such a club, etc, then the supply will be exempt if the following conditions are also met:

- The booking consists of a series of 13 or more sessions.
- Each session is held at the same site (individual sessions may be held on different pitches at the same site).
- The interval between each session is at least 24 hours, and not more than 14 days. Please note that there is no exception to this rule for circumstances where an interval is greater than 14 days arises due to the closure of a centre due to public holidays, in which the exemption will not apply.
- The amount payable for the booking is calculated with reference to the booking as a whole, and must be evidenced in a written agreement. Whilst the amount charged may be paid in instalments, the full amount must be paid even in the event of a cancelled booking or other failure to use the facilities booked. This condition does not prevent FSM from issuing a credit for a part of your booking fee in the event of the facilities being unavailable due to unforeseen circumstances.
- The person to whom the facilities are let has exclusive use of the pitch during their sessions.

The hirer must confirm that they have read the full terms and conditions regarding the number of sessions and payments the hirer is committing to and fully understand that all bookings must be paid for by the hirer regardless of attendance and that **notice must be given 4 weeks prior to the end of the block via email to FSM at [admin@fsmcentres.co.uk](mailto:admin@fsmcentres.co.uk) to prevent the block automatically renewing.**



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Hirer name: .....(Person responsible for payments)

Hirer signature: .....

Hirer Address:.....

Club/Team/Company Name: ..... (Note for reference only)

Venue: .....

Contact phone number: .....

Email: .....

Date of signing: .....

Day of booking: Mon/Tues/Wed/Thurs/Fri/Sat/Sun

Time of booking: .....

Price per session: .....

PAYG Rate:.....

Health & Safety/Infectious disease officer or equivalent if relevant.....

If multiple booking list below: