

# FSM COMMUNITY CIC FACILITY HIRE – TERMS & CONDITIONS REVISED JANUARY 2026

These T&Cs form the entire agreement between FSM Community CIC ('FSM') and the Hirer. They are governed by the laws of England and Wales. Any disputes shall be resolved through mediation before court proceedings, with the courts of England having exclusive jurisdiction.

## 1. Bookings

1.1 All bookings are non-refundable

## 2. Cancellation by FSM

2.1 Sessions may be cancelled by FSM at short notice due to school events or circumstances beyond FSM's control.

2.2 FSM will endeavour to provide as much notice as possible.

2.3 In such cases, no charge will be made, and FSM shall not be liable for any inconvenience, costs, losses, or consequential impacts.

2.4 FSM operates under a mandatory "school comes first" policy, which the Hirer accepts.

## 3. Hirer Responsibilities, Conduct and Use of Facilities

3.1 The Hirer must inspect the facility upon arrival and confirm it is safe, suitable, and fit for purpose. The Hirer accepts full responsibility for the safety and conduct of all participants.

### 3.2 Footwear Requirements:

\* 3G / Artificial pitches: Only moulded studs or astro boots are permitted. Metal studs, blades, flat-soled trainers, and unsuitable footwear are strictly prohibited as they damage the surface and pose a safety risk.

3.3 Chewing gum is strictly prohibited anywhere on the pitches or surrounding areas.

3.4 No wheeled vehicles, including bicycles, scooters, skateboards, roller skates, or similar equipment, are permitted within the facility or on playing surfaces. Mobility aids for accessibility are permitted.

3.5 Prohibited items and behaviours include:

- \* Glass bottles or sharp objects
- \* Alcohol, illegal substances, smoking or vaping
- \* Flammable or hazardous materials
- \* Dogs (except registered assistance dogs)
- \* Throwing balls against buildings
- \* Abusive, aggressive, or anti-social behaviour
- \* Any action likely to cause damage, nuisance, or risk to others

3.6 Activities must be supervised appropriately, particularly where participants are under 18.

3.7 The facility must be used in a manner that does not cause nuisance or inconvenience to nearby residents, the school, or the public.

3.8 FSM reserves the right, at its absolute discretion, to remove or refuse access to individuals or groups for breach of these Terms & Conditions or for unsafe/inappropriate behaviour. No refund will be issued in such circumstances.

3.9 Emergency Procedures: The Hirer must familiarise themselves with on-site emergency exits and defibrillator locations. In case of accident/injury, notify FSM staff immediately and complete an incident report.

#### 4. Data Protection

4.1 FSM will process Hirer data (e.g., contact details, payment info) in accordance with the UK GDPR and Data Protection Act 2018. Hirers consent to data sharing for booking/insurance purposes. Data retention: 6 years post-booking for legal compliance. Privacy policy available at [fsmcentres.co.uk/privacy](http://fsmcentres.co.uk/privacy).

#### 5. Liability

5.1 FSM, its employees, agents, and partners shall not be liable for any injury, loss, damage, or cost incurred during the Hirer's use of the facility.

5.2 The Hirer is responsible for ensuring adequate supervision, safety management, and insurance where required.

5.3 FSM accepts no liability for personal property brought onto the premises.

5.4 Hirers must hold public liability insurance (min. £5m cover) and provide proof on request.

## 6. Prevent Duty (Statutory Requirement)

6.1 The Hirer must not use the facilities for extremist or radicalising purposes, nor allow dissemination of extremist materials or views.

6.2 FSM may terminate any booking immediately if a breach is suspected.

## 7. Damage and Cleanliness

7.1 The Hirer is responsible for any damage caused to the facility during their booking.

7.2 The Hirer agrees to pay any repair, cleaning, or reinstatement costs required to return the facility to its original condition.

7.3 All litter, including bottles, tape, equipment, and personal items, must be removed. Chewing gum found on surfaces will be treated as damage, and the Hirer will be charged for cleaning or repair.

7.4 Force Majeure: FSM shall not be liable for non-performance due to events beyond reasonable control (e.g., strikes, pandemics, acts of God), beyond what's covered in Clause 3.

## 8. Health & Safety/Accessibility

8.1 Hirers must comply with current COVID-19 or health protocols (e.g., no symptoms, sanitisation).

8.2 Facilities are accessible; reasonable adjustments available on request (Equality Act 2010).

8.3 No sub-letting without FSM consent.



## **FIRST AID & IMPORTANT SAFETY INFORMATION FOR ALL USERS**

FSM provides a safe environment and basic first aid facilities. However, responsibility for **your activity** sits with **you** (the club, team, coach or group organiser).

### **WHAT FSM PROVIDES (BY LAW):**

- Provide appropriate first aid equipment for employees
- An Appointed Person to call 999
- Emergency procedures
- Safe and well-maintained pitches
- Access to a defibrillator (where installed)

### **WHAT FSM DOES NOT PROVIDE:**

- Pitch-side sports injury cover
- A first aider for matches or training
- Player treatment or assessment
- Ice, strapping, or match-day medical support

### **WHAT CLUBS / COACHES MUST PROVIDE (FA REQUIREMENT):**

- A qualified first aider for your team & your spectators
- A fully stocked team first aid kit
- Player medical information & emergency contacts
- A coach or responsible adult for all youth bookings
- Your own emergency plan for football activity

### **WHAT CASUAL / SOCIAL GROUPS MUST DO:**

- Supervise your own activity
- Know how to contact FSM staff
- Call 999 in a serious incident
- Player medical information & emergency contacts
- Bring any personal medical items you may need
- Report any accident immediately

## **IN AN EMERGENCY**

- 1. STOP the activity**
- 2. CALL 999**
- 3. ALERT FSM STAFF immediately**
- 4. USE AED if required (anyone can use it)**