

3G BOOKING TERMS AND CONDITIONS

These are the terms and conditions (the “Terms and Conditions”) which apply to your booking of the 3G pitch and other areas relating to use of the 3G pitch including changing rooms, referee rooms, physio room and classrooms (‘3G pitch’) at The Nest, Norfolk Community Hub, Holt Road, Horsford, Norwich, NR10 3AQ (“the Nest”) regardless of how the booking is made.

1. The Nest (Norfolk’s Community Hub) Limited, (company registration number 10689233) Norwich City Football Club, Carrow Road, Norwich, NR1 1JE (referred to here as “we”, “us” and “our”).
 2. When we refer to “you” and “your” we mean the user of our Website and/or anyone requesting a booking.
 3. If you have any questions about the Terms and Conditions or our Website, please contact our Nest Bookings Officer on 01603 984000. If you have any questions regarding your booking then please contact us.
 4. When you request a booking via our Website, email, over the phone or otherwise it does not mean that your request has been accepted. Your request constitutes an offer to us to accept a booking. All requests are subject to acceptance by us. If the request is acceptable, we will issue you with a ‘3G Booking Enquiry Form’ to be completed, signed and returned to us. Your booking is only accepted once we have received the correctly completed and signed ‘3G Booking Confirmation Form’; an invoice has been issued and the payment options in paragraph 7 have been completed (the ‘Contract’).
 5. We will not be obliged to provide the 3G pitch to you until the Contract has been formed and the first payment in accordance with paragraph 7 has been made.
 6. Any party that is not a party to the Contract between us does not have any right to enforce any of these Terms or Conditions.
 7. You have the following payment options:
 1. Payment in full for the total weeks of the booking prior to the booking commencing.
 2. Monthly in advance.
 3. 7 days in advance of the booking.
- Payment must be received prior to access being given to the 3G pitch.
8. It is your responsibility to complete each session within the booking.
 9. Cancellation by you of any booking or session within the block booking must be in writing, e.g. letter or e-mail. The date of effective Cancellation will be the date postmarked for a letter, or the acknowledgement of the e-mail.
 10. In the event of cancellations by you, the following refund entitlements will apply:
 1. Receipt of more than 7 day’s notice – the booking/session will be rescheduled;
 2. Receipt of less than 7 day’s notice – the booking/session will be rescheduled subject to payment of an administration fee equivalent to 20% of fee for the booking/session; and
 3. No notice or on the day cancellation – no re-scheduled date or refund will be provided.

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In the event that it is not possible to reschedule the booking (and it is agreed that both parties will use all reasonable endeavours to agree a new date), no refund for the cancelled booking/session will be provided.

11. In the event of cancellations by us (save in respect of force majeure), we will:
 1. advise you by telephone on the number provided or with a confirmatory e-mail; and
 2. at our discretion, either provide a full credit note or reschedule the booking. In the event that it is not possible to reschedule the booking (and it is agreed that both parties will use all reasonable endeavours to agree a new date), a full refund for the cancelled booking/session will be provided.
12. We accept BACS, cash, cheques and all major credit and debit cards. We do not accept foreign currency. If you wish to pay by cash you must provide proof of your identity and address for security reasons, on arrival at The Nest, in the form of either your photographic driving licence, or your passport and a current (being less than three months old) bank statement or utility bill.
13. All payment card data that we process, store or transmit adheres to the Data Security Standards as defined by the Payment Card Industry.
14. We strongly recommend following the FA's guidelines for adult to children ratios. Under-8's is recommended to be **one adult to every 8 children (1:8)** and for over-8's it is recommended to be **one adult to every 10 children (1:10)**
15. All our goals are pull out goals. These must be pulled out correctly at the start of your booking and pushed back in at the end. Any problems with goals must be reported at the start of your session, as any reported after will result in you being held responsible for any damages.
16. No rubbish is to be left on the 3G pitch at all, no food is to be eaten on the 3G pitch either. (There are facilities inside where you can eat).
17. When using indoor facilities relating to the use of the 3G pitch (changing rooms, classrooms physio room & referee rooms), The Nest expects the rooms to be left as found and reserve the right to add additional charges to the booker for misuse of the facility.
18. We strongly recommend that in hot weather you should incorporate additional breaks to allow your participants to cool down and rehydrate.
19. The Nest is, in accordance with the law, strictly non-smoking within **all** of our buildings. We have the right to ask you or any member of your party who is found smoking in the 3G premises to leave the site. The Nest has a designated smoking area to be adhered to at all times.
20. If you or any members of your party cause any damage to the 3G pitch, 3G pitch equipment and/or other equipment used in surrounding rooms relating to use of the 3G pitch (including but not limited to goals, boards, seating, showers, toilets, projector, computers), The Nest reserve the right to charge you for the cost of repair of any such damage.
21. With the exception of assistance dogs, no pets are allowed at The Nest.
22. Any promotional material/activity that you may want to publish or organise surrounding your Nest booking, must be approved by The Nest first. This can be done by contacting our office on 01603 984000 or emailing nest.info@norwichcitycsf.org.uk.
23. You are expected to conduct yourself and members of your party at all times in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. We reserve the right to immediately terminate your booking and any future bookings and any bookings of any members of your party if we (acting reasonably) deem your conduct to be in breach of this clause.



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24. Conduct that we reasonably consider inappropriate and in breach of clause 24 includes but is not limited to:
1. creating an inappropriate level of noise;
 2. drunken or unruly behaviour; and/or
 3. any behaviour which other guests or staff find offensive in any way.
 4. failure to adhere to instructions from any The Nest staff member.

We will at all times act reasonably when making any determination under this clause.

25. In the event that we terminate your booking pursuant to clause 24 you will be required to leave the facility immediately. You will be held liable for any damage or loss caused by you or a member of your party. Full payment for any such damage or loss must be paid prior to your departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
26. Our obligations to you come to an end when the booking is terminated pursuant to clause 24. We will have no obligation to refund you for lost accommodation nor responsible for any expenses or costs incurred as a result of the termination.

We try to make sure that all information on our Website, including descriptions of our 3G pitch and accompanying rooms, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on our Website as soon as reasonably possible and if we think that such an error has affected your request and/or Contract with us, we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your booking with the correct information or cancelling your booking.

If you decide to cancel your booking after we have informed you of a pricing error and you have already paid for the booking, we will give you a full refund as soon as reasonably possible (and in any event within thirty (30) days of cancellation).

27. If you do not pay any amount properly due to us under these terms and conditions by the due date, we may charge you interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).
28. Our entire liability for losses you suffer under these Terms and Conditions is strictly limited to the price of the Contract.

We will not be liable to you for any indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

1. loss of income or revenue;
2. loss of business;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of enjoyment;
6. loss of opportunity;
7. loss of data; or
8. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.
9. Despite the limitations above, we do not in any way limit our liability:



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1. for death or personal injury caused by our negligence;
 2. under section 2(3) of the Consumer Protection Act 1987;
 3. for fraud or fraudulent misrepresentation; or
 4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
29. Where you buy as a consumer, these Terms and Conditions will not affect your rights under law which cannot be otherwise excluded. For more information contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).
30. We will not be responsible for any delay or failure to comply with these Terms and Conditions if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism, utilities supply failure or malicious damage to or destruction of our premises, equipment or goods.
31. If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms and Conditions.
32. In the event that one or more of the terms set out in these Terms and Conditions is held to be invalid by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.
33. Personal information, such as your contact details, that you provide to us during the booking process will be kept and used by us in accordance with our privacy policy.
34. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
35. We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.
36. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.
37. 1. For the purposes of the Contract "force majeure" shall mean unavoidable and extraordinary circumstances beyond our control including, without limitation:
1. acts of God, flood, drought, earthquake or other natural disaster;
 2. epidemic or pandemic;
 3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom;
 4. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
 5. collapse of buildings, fire, explosion or accident; and
 6. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).



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7. advice from the Foreign Office to avoid or leave a particular country may also constitute a force majeure event.
2. We shall be excused from performance of our obligations under the Contract where circumstances amounting to "force majeure" occur for as long as such circumstances last and affect contractual performance.
3. We shall be entitled at any time whilst "force majeure" continues, in our opinion, to affect the present or future interests of us or you to postpone the use of the 3G pitch to a mutually acceptable future date without incurring any penalty, charge or liability whatsoever. In the event that this is not acceptable to you, the Deposit shall be non refundable but any additional monies shall be returned to you and in such cases we shall not incur any penalty, charge or liability whatsoever.
38. We reserve the right to change the Terms and Conditions at any time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities
39. You should check the Terms and Conditions posted on our Website before each booking – they may have changed since your last visit.