

STANDARD TERMS AND CONDITIONS

WFC OBLIGATIONS

1. To permit the Customer to use the Hired Facilities at the Agreed Times.
2. To use reasonable endeavours during the Term to provide the Services.
3. WFC shall not be obliged to provide any services in addition to the services set out in the services but where the Customer makes a request for further services and WFC agrees to provide them the Customer shall be charged at a rate to be agreed between WFC and the Customer.

CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- a. keep the Hired Facilities clean and tidy and use the Hired Facilities (or such other suite(s) or room(s) or facilities as may be directed by WFC) and all its furniture and equipment in a reasonable manner and so as not to cause damage to the same;
- b. use the Hired Facilities at the Agreed Times for the Authorised Use.
- c. pay the Charges on the due dates, together with interest at 4% above Barclays Bank plc base rate from time to time on all overdue payments. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Payment to WFC shall be by way of Standing Order or Direct Debit.
- d. comply with all current legislation applicable to the Customer's use of the Hired Facilities, including but not limited to Health and Safety at Work Act 1974 and Child Protection 1989.
- e. observe and perform all the rules, regulations and policies from time to time made by WFC for the management and use of the Hired Facilities and the Building and notified during the Term to the Customer;
- f. vacate and cease all use of the Hired Facilities promptly at the end of the Agreed Times and on the expiry or determination of this Pitch hire agreement and during the Term afford access at all times and for all purposes to WFC or any party duly authorised by BHLIVE;
- g. indemnify WFC against all costs losses claims and demands arising out of any breach by the Customer of any of the terms of this Pitch hire agreement where the breach damages the physical well being of any of WFC customers or Buildings.

4.2. The Customer acknowledges and agrees that:

- a. time for payment of any sums payable to WFC under this Pitch hire agreement shall be of the essence;
- b. any act or omission on the part of any employee of the Customer shall be deemed to be the act or omission of the Customer.

4.3 The Customer shall not:

- a. impede or interfere with WFC's right of possession and control of the Hired Facilities and the Building, obstruct

the stairs, passages, lifts or other common parts of the Building.

- b. use or permit any other person to use the Hired Facilities or the Building as its registered office without the express written consent of WFC and on receipt of written notice from WFC to ensure that any person who is using the Hired Facilities or Building as its registered office ceases to do so and, if required by WFC to produce documentary evidence from Companies House proving the registered office location to have been moved;
- c. bring any office furniture or electrical appliances into the Hired Facilities nor install or connect any electronic communications connection or service save as may be permitted in writing by WFC;
- d. alter the Hired Facilities or carry out any works in or to the Hired Facilities or move any fire extinguishers unless they are required in an emergency;
- e. allow any other person, company or body (other than the Customer's own staff, customers and employees) to use or occupy the Hired Facilities;
- f. affix or display anything on the windows, walls or doorways without prior written consent from WFC.

4.4 The Customer agrees that:

- a. nothing in this Pitch hire agreement shall create the relationship of landlord and tenant or confer on the Customer any estate or right outside the terms of this Pitch hire agreement nor any security of tenure; and
- b. The Customer shall comply with its obligations set out in the Services.
- c. The Customer must not sublet/under let any of the agreed pitches as demonstrated within this agreement, without prior written consent from the General Manager of WFC.

LIMITATION OF LIABILITY

5.1 The clause 5 sets out the entire financial liability of WFC (including any liability for the acts or omissions of its employees, agents, consultants, representatives and subcontractors) to the Customer in respect of:

- a. any breach of this Pitch hire agreement including any deliberate personal repudiatory breach or any deliberate breach of this Pitch hire agreement by WFC, its employees, agents, consultants; representatives and subcontractors;
- b. any use made by the Customer of the Services;
- c. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Pitch hire agreement.

5.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded by WFC from this Pitch hire agreement.

5.3 Nothing in this Pitch hire agreement limits or excludes the liability of WFC:

- a. death or personal injury resulting from negligence by WFC, its employees, agents, consultants, representatives and subcontractors; or

- b. any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by WFC or
- c. any liability incurred by the Customer as a result of any breach by WFC of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982;

5.4 Subject to clause 5.2 and 5.3

- a. WFC shall not be liable for:
 - i. loss of profits; or
 - ii. loss of business; or
 - iii. depletion of goodwill and/or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of contract; or
 - vii. loss of corruption of data or information; or
 - viii. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- b. WFC collective total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with the performance, or contemplated performance, of the Pitch hire agreement shall be limited to the value of the Charges plus the Additional Payments for the Term.

TERM AND TERMINATION

6.1 This Pitch hire agreement may be terminated at the end of the Term. However, nothing in clause 6 shall prohibit the parties from extending the term if both parties are in agreement.

6.2 Without prejudice to any other rights or remedies which the parties may have, this Pitch hire agreement may be terminated without liability to the other party:

- a. upon one weeks' notice in writing from WFC to the Customer in the event that the Building and / or Hired Facilities becomes unusable due to a Force Majeure Event (without prejudice to clause 16) or otherwise at WFC sole discretion;
- b. immediately in the event that the Customer commits a Material or Persistent breach of any of the terms of the Pitch hire agreement. "**Material Breach**": means a breach of any term of this Pitch hire agreement which is not remedied or capable of remedy by the Customer within 14 days of receipt of written notification from BHLIVE advising of the breach. "**Persistent Breach**": means a breach of a term of this Pitch hire agreement (whether Material or not) on 2 consecutive occasions during the Term where the Customer fails to ensure within 14 days of the second or any subsequent breach occurring that it has taken the necessary steps to prevent a further recurrence of that breach;
- c. immediately by WFC in the event that the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- d. immediately by WFC in the event that the Customer suspends or ceases, or threatens to suspend or cease to carry on all or a substantial part of its business;
- e. immediately by WFC following any breach of non-compliance of any policies of WFC concerning the Hired

Facilities and the Building which jeopardise the well being of any of WFC's staff, customers, the Building and the reputation of WFC.

6.3 Upon termination of this Pitch hire agreement for any reason:

- a. other than as set out in this Pitch hire agreement, neither party shall have any further obligation to the other under this Pitch hire agreement after its termination;
- b. all rights granted herein shall hereby revert to WFC or the Customer (as applicable);
- c. WFC and the Customer shall return any materials supplied by the other party in accordance with this Pitch hire agreement;
- d. both parties shall immediately destroy or procure the destruction of any materials bearing the logos or branding of the other party and in such event shall within 10 Business Days of termination or expiry of this Pitch hire agreement submit a certificate to the other party evidencing such destruction. "**Business Days**" means Monday to Friday inclusive, excluding bank holidays and public holidays in England;
- e. any provision of this Pitch hire agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Pitch hire agreement shall remain in full force and effect; and
- f. termination of this Pitch hire agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

6.4 Upon termination of this Pitch hire agreement for any reason, the Customer shall:

- a. no later than 2 days after termination vacate the Hired Facilities leaving it clean and tidy and removing any goods, materials or equipment belonging to it. Any goods, materials or equipment that have not been removed by the Customer may be disposed of by WFC as it thinks fit; and
 - b. immediately pay any outstanding invoices and interest due to WFC. WFC shall submit invoices for any amounts payable by the Customer to WFC as at the date of termination and the Customer shall pay these invoices immediately on receipt.
7. In the event that the Customer vacates the Hired Facilities prior to the expiry of this Pitch hire agreement, without prejudice to the Customer's maintenance obligations, WFC reserves the right to refurbish and remarket the Hired Facilities so that it may immediately be re-let on the expiry of this pitch hire agreement.

NOTICE

8.1 Any notice or other communication required to be given under this Pitch hire agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by fax.

8.2 Any notice shall be deemed to have been duly received:

- a. If delivered personally, when left at the address and for the contact referred to in this clause; or
- b. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

- c. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- d. if sent by fax, 1 hour after the commencement of normal business hours on the next day following the date of dispatch.

11.3 A notice required to be given under this Pitch hire agreement shall not be validly given if sent by e-mail.

11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

INSURANCE

9. The Customer shall insure against all potential losses, damages, claims, expense or liabilities which might arise out of (but not limited to): its own property and equipment brought into the Hired Facilities or elsewhere into the building of which the Hired Facilities forms part; its own liability to its employees and third parties; business interruption; and any other matter under this Pitch hire agreement where WFC excludes liability. The Licensee shall on WFC's request, produce both the insurance certificate giving details of the cover and the receipt for the current years premium.

CONFIDENTIALITY

10.1 Each party undertakes that it shall not at any time during the Term and for a period of 2 years after its determination in accordance with clause 9, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except in the following circumstances:

- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Pitch hire agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- b. as may be required by law, court order of any governmental or regulatory authority.

10.2 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Pitch hire agreement.

DATA PROCESSING

11.1 During the Term if WFC processes Personal Data transferred by the Customer as part of the Services, the parties intend that the Customer will be the Data Controller and WFC will be a Data Processor in relation to such Personal Data.

11.2 If the circumstances in clause 14.1 apply:

- a. the Customer warrants and represents that:
 - i. it is entitled to transfer such Personal Data to WFC to lawfully allow WFC to process the Personal Data in accordance with this Pitch hire agreement;
 - ii. it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
- b. WFC agrees to take appropriate technical and organisational measures, having regard to the state of technological development, the cost of implementing any

measures and the nature of the Personal Data to be protected, to protect such Personal Data from unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, such Personal Data. Without limitation, WFC may disclose such information to the extent required to do so by law or by the order of any competent authority;

c. the Customer acknowledges that WFC is reliant on the Customer for direction as to the extent to which WFC is entitled to use and process the Personal Data. Consequently, WFC will not be liable for any claim brought by a Data Subject arising from any action or omission by WFC, as Data Processor, to the extent that such action and omission resulted from the Customer's instructions; and

d. capitalised terms used in this clause 15 and not defined elsewhere shall have the meanings given in the Data Protection Act 1998 (as may be amended from time to time).

VARIATION

12. No variation of this pitch hire agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

WAIVER

13. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

SEVERANCE

14.1 If any court or competent authority finds that any provision of this Pitch hire agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

ENTIRE AGREEMENT

15.1 This Pitch hire agreement constitutes the whole agreement between the parties and supersedes all previous agreements.

15.2 Each party acknowledges that, in entering into this Pitch hire agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently other than as expressly set out in this Pitch hire agreement.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

NO PARTNERSHIP OR AGENCY

16. Nothing in this Pitch hire agreement is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

RIGHTS OF THIRD PARTIES

17. Except as expressly provided elsewhere in this Pitch hire agreement, a person who is not a party to this Pitch hire agreement shall not have any rights under or in connection with it.

COUNTERPARTS

18. This Pitch hire agreement may be executed in two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Pitch hire agreement.

COSTS

19. Unless expressly agreed otherwise in writing by the parties, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Pitch hire agreement.

GOVERNING LAW

20.1. This Pitch hire agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Pitch hire agreement or its subject matter or formation (including non-contractual disputes or claims).