

Pitchbooking Ltd Customer Terms & Conditions

Last Updated: 24.10.2024

These Conditions apply to all Customers and form part of each contract entered into between a Partner and a Customer and between Pitchbooking Ltd and a Customer. Each Customer enters into a contract with a Partner and a separate contract with Pitchbooking Ltd when it uses this website to make a booking with that Partner. Each Customer should also read, and has the benefit of, Partner Condition 4 and should be aware that each Partner with which it contracts has the benefit of Customer Condition 3 below.

1. The Company

1. This website is owned and run by Pitchbooking Ltd (registered as a company in Northern Ireland, registration number NI637636),. VAT registration number 250 1671 36, email: info@pitchbooking.com, web: www.pitchbooking.com.
2. Pitchbooking Ltd makes available a technological marketplace for persons who have Facilities (Partners) and persons who require use of the Facilities (Customers) to arrange online for the use of the available Facilities.
Pitchbooking Ltd does not itself act as a Facility Partner.
3. Pitchbooking Ltd makes available a technological marketplace for persons who operate Events (Partners) and persons who require use of the Events (Customers) to arrange online for the use of the available Events.
Pitchbooking Ltd does not itself act as a Events Partner.

2. Bookings

1. Customers may book a facility via this website at any time. To book a facility through Pitchbooking Ltd, Customers must register to create a Pitchbooking Ltd account and thus become a member. Please see the website terms and conditions, which govern access to and use of this website.
2. Each Customer agrees to provide accurate, current and complete information during the registration process and to update that information as necessary to keep it accurate, current and complete. Pitchbooking Ltd reserves the right to suspend or terminate a Customer's Pitchbooking Ltd Account and access to this website if any information provided proves to be inaccurate or incomplete. Each Customer is responsible for safeguarding their password and agrees that they will not disclose their password to any third party and that they will take sole responsibility for any actions under their Pitchbooking Ltd Customer Account, whether or not they have authorised those actions. Each Customer must immediately notify Pitchbooking Ltd of any unauthorised use of their Pitchbooking Ltd Customer Account by emailing info@pitchbooking.com.

3. When placing a booking, each Customer will be asked to provide certain information, such as: i) the facility they want to play on ii) dates and times for using the facility, iii) any additional services which they would like, such as the use of changing rooms. In addition, if the Customer chooses to pay online, they will be asked to provide customary billing information, such as name, billing address and contact details. If the Customer chooses to pay online, they will also be asked to provide payment card information to a third party payment provider and each Customer's payment card will be debited at the time of booking. Once payment is confirmed, a Customer's booking transaction is complete, and the Customer will receive an e-mail confirmation summarising their confirmed booking. All payments made by a Customer to a Partner through the Pitchbooking Ltd website will pass directly from the Customer to the Partner, and will not be held by Pitchbooking Ltd, unless clearly stated otherwise. As such, any payment disputes are between the Customer and the Partner, and each Customer and Partner releases Pitchbooking Ltd from any liability to it.
4. The fees for each transaction are displayed in the pricing section of this website and are stated inclusive of VAT.

3. Facility

1. This website provides the availability times of each Facility, and Customers are responsible for checking that these suit their plans. When a Customer books and pays for a Facility, a contract arises between the Partner and the Customer. Pitchbooking Ltd is not a party to this contract.
2. Each Customer will comply with the arrangements specified by the Partner.
3. As an intermediary service provider, Pitchbooking Ltd will not be responsible for any damage to the Facility or injury to a Customer whilst using the Facility, and each Customer and Partner releases Pitchbooking Ltd from any liability to it.

4. Cancellations and Refunds

1. The cancellation and refund policy of a reservation is set by the respective Partner. Pitchbooking Ltd will not be responsible for the cancellation and refund policy set by the Partner.

5. Governing law and other general provisions

1. These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under these Conditions. Nothing in these Conditions shall constitute a partnership or joint venture of any kind between Pitchbooking Ltd and any Customer or constitute either party the agent of the other for any purpose.

Pitchbooking Ltd Partner Terms and Conditions

Last Updated: 04.02.2024

These Conditions apply to all Partners and form part of each contract entered into between a Partner and a Customer. Each Partner enters into a contract with a Customer when the Customer uses this website to make a booking with that Partner. These Conditions also form part of the separate contract each Partner has entered into with Pitchbooking Ltd. Each Partner should also read, and has the benefit of, Customer Condition 3 and should be aware that each Customer with which it contracts has the benefit of Partner Condition 4 below.

1. The Company

1. This website is owned and run by Pitchbooking Ltd (registered as a company in Northern Ireland, registration number NI637636), whose registered office is Pitchbooking Ltd, 88A Lisburn Road, Belfast, BT9 6AF. VAT registration number 250 1671 36, email: info@pitchbooking.com, web: www.pitchbooking.com.
2. Pitchbooking Ltd makes available a technological marketplace for persons who have Facilities (Partners) and persons who require use of the Facilities (Customers) to arrange online for the use of the available Facilities. Pitchbooking Ltd does not itself act as a Partner.
3. Pitchbooking Ltd makes available a technological marketplace for persons who operate Events (Partners) and persons who require use of the Events (Customers) to arrange online for the use of the available Events. Pitchbooking Ltd does not itself act as an Events Partner.

2. Listings

1. Pitchbooking Ltd creates a listing for each Facility using information provided by the Partner. In order to be featured on this Website as a facility, the facility must have a valid physical address.
2. Each Partner represents and warrants that its listing and the booking of, or a Customer's use of, their Facility: (i) will not breach any agreements they have entered into with any third parties; (ii) will be in compliance with all laws and regulations (including tax laws and regulations) that may apply to the Partner; and (iii) will not conflict with the rights of third parties. Pitchbooking Ltd assumes no responsibility for a Partner's compliance with any applicable laws and regulations. It is a Partner's responsibility to investigate the legality of making facilities or events available to other people.

3. General Obligations

1. Each Partner acknowledges and agrees that: (i) it is responsible for any and all information in its listing on this website, including notifying Pitchbooking Ltd if its opening hours or any other relevant information changes; (ii) it is required to provide correct bank account information in order to receive payment of Fees from Pitchbooking Ltd and that it will promptly notify Pitchbooking Ltd should the account information provided change; (iii) it will not participate in any third party service or website that competes with Pitchbooking Ltd, without Pitchbooking Ltd's prior written approval which may be granted subject to conditions.
2. When placing a booking, each Customer will be asked to provide certain information, such as: i) the facility they want to play on ii) dates and times for using the facility, iii) any additional services which they would like, such as the use of changing rooms. These will be passed onto the Partner.

4. Fees and Payment

1. Customers pay a fee (the Fee) when making a booking.
2. The Fee (to which the Partner is entitled as consideration for the use of their Facility or Event) is agreed between each Partner and Pitchbooking Ltd.
3. All payments made by a Customer to a Partner through the Pitchbooking Ltd website will pass directly from the Customer to the Partner, and will not be held by Pitchbooking Ltd, unless clearly stated otherwise. As such, any payment disputes are between the Customer and the Partner, and each Customer and Partner releases Pitchbooking Ltd from any liability to it.

5. Taxes

1. Each Partner understands and agrees that it is solely responsible for determining its applicable tax (including but not limited to value added tax) reporting requirements in consultation with its tax advisers, if considered appropriate. Pitchbooking Ltd cannot and does not offer tax-related advice to any Partner.

6. Governing law and other general provisions

1. These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under these Conditions. Nothing in these Conditions shall constitute a partnership or joint venture of any kind between Pitchbooking Ltd and any Partner or constitute either party the agent of the other for any purpose. These Conditions are personal to Pitchbooking Ltd and each Partner. Pitchbooking Ltd and any Partner may assign its rights under these Conditions to any successor to its business. Otherwise neither party shall assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party.

Website Terms and Conditions

Last Updated: 04.02.2024

Introduction

These Conditions govern access to and use of this Site. Each person using this Site (each, a User) acknowledges and agrees that, by accessing or using this Site, or by downloading or posting any Content from or on this Site, it is indicating that it has read, and that it understands and agrees to be bound by, these Conditions, whether or not it has registered with this Site. If any User does not agree to these Conditions, then it has no right to access or use this Site. If any User accepts or agrees to these Conditions on behalf of a company or other legal entity, it represents and warrants that it has the authority to bind that company or other legal entity to these Conditions and, in that event, "User" will also refer and apply to that company or other legal entity, and its successors and assigns.

YOU SHOULD READ THESE CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND INCLUDE CERTAIN LIMITATIONS AND EXCLUSIONS.

Pitchbooking Ltd (registered as a company in Northern Ireland, registration number NI637636), whose registered office is Pitchbooking Ltd, Ormeau Baths, 18 Ormeau Ave, Belfast, BT2 8HS, makes available a technological marketplace for persons who have Facilities (Partners) and persons who require use of the Facilities (Customers) to arrange online for the use of the available Facilities. Pitchbooking Ltd does not itself act as a Partner. Any unauthorised or improper use of this website (this Site) or violation of these Conditions by any User may result in that User being banned from this Site and may subject that User to civil liability and/or criminal penalties.

1. Definitions

In these Conditions, capitalised terms have special meanings. These are set out below in alphabetical order: Application means all mobile and web applications and other related software developed and owned by Pitchbooking Ltd; Pitchbooking Ltd Customer Account means an account created by a User (who thereby becomes a Customer) through registration on this Site as described in Condition 13 ("Creation of a Pitchbooking Ltd Customer Account") below; Pitchbooking Ltd Content means all Content that Pitchbooking Ltd makes available through this Site, including any Content licensed from a third party, but not including any Member Content; Collective Content means Member Content and Pitchbooking Ltd Content; Conditions means these Conditions and/or the customer terms and conditions and/or the Partner terms and conditions included elsewhere on this Site; Content

means text, graphics, images, software, audio, video, information or other materials; Customer means the person wishing to book a Facility; Book and Booking mean the act of temporarily using a Facility in accordance with these Conditions; Partner means the person who owns a Facility or operates and Event; Listing means any listing of a Partner's details on this Site that is designed to result in Facilities or Events being made available by a Partner to a Customer; Member means each Partner which has a Listing and each person who completes Pitchbooking Ltd's account registration process; Member Content means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through this Site and includes, in the case of each Partner, their Listing and, in the case of each Customer, any review posted by that Customer; This Site mean the website accessible at www.pitchbooking.com or www.pitchbooking.co.uk and all content on those websites and includes the Application as well as any and all marketing channels where Collective Content may be disseminated in Pitchbooking Ltd's sole discretion; and User means each person who uses this Site. Users may also, but do not have to, be Members.

2. Use of this site

This Site can be used to facilitate the booking of Facilities. Facilities are included in Listings on this Site. You may view Listings as an unregistered visitor to this Site. However, if you wish to book a Facility, you must first become a Member by registering to create a Pitchbooking Ltd Customer Account. This Site is intended solely for persons who are 18 or older. Any access to or use of this Site by anyone under 18 is expressly prohibited. By accessing or using this Site each User represents and warrants that they are 18 or older.

3. User's Obligations

EACH USER AGREES THAT THEY ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS (INCLUDING THOSE RELATING TO TAX) THAT MAY APPLY TO THEIR USE OF THIS SITE. In connection with their use of this Site, each User may not and agrees that they will not:

- violate any applicable law or regulation, or any court order, including, without limitation, planning and tax regulations;
- use manual or automated software, devices, scripts, robots or other means to access, "scrape", "crawl" or "spider" any web pages or other services contained in this Site;
- use this Site for any commercial or other purposes that are not expressly permitted by these Conditions;
- copy, store or otherwise access any information contained on this Site for any purpose that is not expressly permitted by these Conditions;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

- interfere with or damage this Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use this Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others, personal contact information or credit or debit card or bank account numbers, in all cases without their prior permission, provided that nothing in this paragraph shall prevent a Customer providing a review of a Partner or any Member from providing feedback to Pitchbooking Ltd;
- use this Site in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
- "stalk" or harass any other user of this Site or collect or store any personally identifiable information about any other User other than for purposes of transacting as a Customer or Partner;
- offer, as a Partner, any Facilities that the Partner does not themselves own or have permission to use;
- register for more than one Pitchbooking Ltd Customer Account or register for a Pitchbooking Ltd Customer Account on behalf of any other individual or entity;
- contact a Partner or a Customer for any purpose other than facilitating a booking;
- recruit or otherwise solicit any Partner to join third party services or websites that are competitive to Pitchbooking Ltd, without Pitchbooking Ltd's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent themselves or their affiliation with any person or entity;
- use this Site to find a Partner and then complete a booking of a Facility independent of this Site in order to circumvent the obligation to pay any fees;
- post, upload, publish, submit or transmit any Content, including, without limitation, any review, that: (i) violates a third party's intellectual property rights or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination of any sort or is otherwise offensive; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes any other illegal or harmful activities or substances;

- circumvent any technological measure implemented by Pitchbooking Ltd or any person authorised by Pitchbooking Ltd to protect this Site;
- in any way use this Site to send altered, deceptive or false source-identifying information; and/or
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide this Site or encourage or assist any third party to do so.

4. **Termination and Account Cancellation**

Pitchbooking Ltd may, in its discretion and without liability to any User, with or without cause and with or without prior notice, at any time: (a) terminate these Conditions or any User's access to this Site, (b) deactivate or cancel any Customer's Pitchbooking Ltd Customer Account and (c) deactivate or cancel any Partner's Listing. Upon termination, Pitchbooking Ltd will promptly pay the affected User any amounts that it reasonably determines that it is legally obliged to pay the affected User. In the event that Pitchbooking Ltd terminates these Conditions, or any User's access to this Site or deactivates or cancels any Pitchbooking Ltd Customer Account or Listing, each affected User will remain liable for all amounts due to Pitchbooking Ltd under these Conditions. Any Customer may cancel their Pitchbooking Ltd Customer Account and any Partner may cancel their Listing at any time by sending an email to info@pitchbooking.com. If a Pitchbooking Ltd Customer Account or Listing is deleted, Pitchbooking Ltd has no obligation to delete or return to the affected Member any Content they have posted or caused to be posted to this Site, including, but not limited to, any reviews or other feedback. The affected Member's personal information (including name, phone number, address, email, profile picture) will be deleted permanently and cannot be recovered.

5. **Modification of These Conditions**

Pitchbooking Ltd reserves the right, in its sole discretion, to modify this Site (including modifying the Conditions), at any time and without prior notice. If Pitchbooking Ltd modifies the Conditions, it will post the modification on this Site or otherwise provide Members with notice of the modification. Pitchbooking Ltd will also update the "Last Updated Date" at the top of the Conditions. By continuing to access or use this Site after Pitchbooking Ltd has posted a modification on this Site, each User agrees to be bound by the modified Conditions. If the modified Conditions are not acceptable to any User, that User's only recourse is to cease using this Site.

6. **Disclaimers**

ANY PERSON USING THIS SITE DOES SO AT THEIR OWN RISK.

Each User agrees that Pitchbooking Ltd does not have an obligation to conduct background checks on any Member but may conduct such background checks in

its sole discretion. This Site and all Content are provided on an “as is” and “as available” basis, without warranty of any kind, either express or implied. Without limiting the above, Pitchbooking Ltd disclaims any warranties of merchantability, fitness for a particular purpose or otherwise as well as any implied warranties arising out of any course of dealing or customary trade practice. Pitchbooking Ltd makes no warranty that this Site or any Content, including, but not limited to, Listings or any Facilities, will meet any User's requirements or be available on an uninterrupted, secure or error- or virus-free basis. Pitchbooking Ltd makes no warranty regarding the quality of any Listings, Facilities or other Content or the accuracy, timeliness, completeness or reliability of any Content obtained through this Site. No advice or information, whether oral or written, obtained from Pitchbooking Ltd or through this Site or any Content, will create any warranty by Pitchbooking Ltd that is not expressly made in these Conditions. Each User is solely responsible for all of their communications and interactions with other users of this Site and with other persons with whom they communicate or interact as a result of their use of this Site, including, but not limited to, any Partners or Customers. Each User understands that Pitchbooking Ltd does not make any attempt to verify the Content of Users or to review or visit any Facilities on an ongoing basis. Pitchbooking Ltd makes no representations or warranties as to the conduct of Users or their compatibility with any current or future Users. Each User agrees to take reasonable precautions in all communications and interactions with other Users and with other persons with whom they communicate or interact as a result of their use of this Site, including, but not limited to, Partners and Customers, particularly if any Users decide to meet offline or in person regardless of whether such meetings are organised or sanctioned by Pitchbooking Ltd. Pitchbooking Ltd disclaims all liability, of any kind or nature, for any act or omission of any User or other third party. Each User agrees that Pitchbooking Ltd is not a party to any agreement entered into between a Partner and a Customer, nor is Pitchbooking Ltd an estate agent or an insurer. Pitchbooking Ltd has no control over the conduct of Partners, Customers and other Users, and disclaims any and all liability arising as a result of the conduct of Partners, Customers and other Users.

7. Limitation of Liability

Each User agrees that, to the maximum extent permitted by law, the entire risk arising out of their access to and use of this Site, their Listing or booking of any Facilities through this Site, and any contact they have with other Users whether in person or online remains with them. Save as required by law, and then only to the extent required by law, Pitchbooking Ltd will not be liable to any User for any loss (including consequential loss or loss of profit) arising out of or in connection with (i) that User's use of or inability to use this Site, (ii) any communications, interactions or meetings by that User with other Users or other persons with whom that User

communicates or interacts as a result of their use of this Site and (iii) that User's breach of these Conditions. This is the case whether the alleged loss is based on warranty, contract, tort (including negligence), product liability or otherwise, and whether or not Pitchbooking Ltd has been informed of the possibility of the loss. By using this Site, each User (in this paragraph, the relevant User) agrees that any legal remedy or liability that they seek to obtain for actions or omissions of other Users or third parties will be limited to a claim against the particular User or third party that caused harm to the relevant User and that the relevant User will not attempt to impose liability on, or seek any legal remedy from, Pitchbooking Ltd with respect to those actions or omissions.

8. Indemnification

Each User agrees to release, defend, indemnify and hold Pitchbooking Ltd and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (a) that User's access to or use of this Site or their breach of any of these Conditions; (b) that User's Member Content; (c) any injury occurring to any person or property as a result of the use, occupancy, travel to or from, or the entry or exit from, any Facility by that User; and (d) that User's (i) interaction with any Member, (ii) booking of a Facility, (iii) Listing or (iv) the use or condition of a Facility by that User, including, but not limited to, any injuries, losses or damages of any kind arising in connection with or as a result of booking or use of a Facility.

9. Pitchbooking Ltd's Ownership of This Site

No User may copy, download, transmit, reproduce or create derivative works from any Content without Pitchbooking Ltd's prior written consent. Pitchbooking Ltd's logo and trade name, and any image on this Site that bears them, are trademarks of Pitchbooking Ltd and may not be used without Pitchbooking Ltd's prior written permission.

10. Privacy Policy

Pitchbooking Ltd's Privacy Policy can be found in the About Section of our website. It forms part of these Conditions.

11. Governing Law and Other General Provisions

These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under the contract arising between Pitchbooking Ltd and each User. These Conditions constitute the entire agreement between Pitchbooking Ltd and each User and supersede any previous agreement between those parties with respect to all matters referred to in them. Nothing in these Conditions shall constitute a partnership or joint venture of any kind between Pitchbooking Ltd and any User or

constitute either party the agent of the other for any purpose. Any failure by Pitchbooking Ltd to enforce any of these Conditions at any time shall not be construed as a waiver of that Condition. These Conditions are personal to Pitchbooking Ltd and each User. Pitchbooking Ltd may assign its rights under these Conditions to any successor to its business. Otherwise neither party shall assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party.

12. **Cookies**

Pitchbooking Ltd may store information about Users using cookies (files which are sent by Pitchbooking Ltd to a User's computer), which Pitchbooking Ltd can access when the User visits this Site in future.