

# Terms & Conditions of use of Bremore All Weather Facility.

## Definitions

“Charges” subject to any special terms agreed between the Company and the Renter, shall mean the price of services as issued by the Company’s current price list as at the date of the Rental.

“Company” means St. Molagas All Weather Facility Bremore Ltd., trading as Balbriggan All Weather or Bremore All Weather, a company incorporated in Ireland having the registered number 553840.

“Conditions” means the terms and conditions set out in this document and any special terms agreed in writing by the company. Where there is an inconsistency among these, the conditions set out in this document shall apply. Any variation of these conditions shall be inapplicable unless agreed in advance and in writing by the company. These conditions are subject to the laws of Ireland and all disputes arising out of this contract shall be subject to the jurisdiction of the courts of Ireland.

“Rental” means the use of part or all of the facility at a date and time selected and paid for by the renter.

“Renter” means the members of the football or other team whom the company has agreed to provide the service in accordance with these conditions.

“Reservation” means booking and paying for a part or all of the facility and should have deemed to have been made when the company sends a confirmation text, email or the renter receives a confirmation number or reference.

“Service” means the provision of a slot on Bremore All WEather Facility at Bremore, Balbriggan, Co. Dublin.

Notwithstanding these conditions, the company may, at any time and without notifying the renter, make any changes to the service which are necessary to comply with any applicable safety or other statutory requirements, or that do not materially affect nature or quality of the service.

## Warranties and liability

If the company cannot supply the service for some reason that is beyond its control, for example fire, flooding, floodlight failure, the renter will not be able to claim the company is in breach of these conditions but the company will take all steps which are reasonably practicable to secure the supply of services to the renter.

The company will use reasonable skill and care to provide the service. However, if either the company or the renter is in breach of these conditions, neither will be responsible for any loss that the other suffers as a result, except those losses that are foreseeable consequences of the breach.

It is pointed out that this is an outdoor facility and the company will be the sole decider if the facility has to be closed for adverse weather or any other reason, especially for the safety of people or property. If the facility is closed for any reason, the company will make every reasonable effort to contact the renter in advance.

All renters are subject to these conditions and renters must comply with them. The company will therefore, not be responsible for any personal injury incurred or caused by a breach of these conditions by the renter, unless it is the direct fault of the company or one of its employees in the course of his/her duties. It is the responsibility for the renter to adequately supervise all children at all times in and around the facility.

## **Charges**

Subject to any special terms agreed, the renter shall pay the company charges and any additional sums that are agreed between the company and the renter for the provision of the service. Payment of all charges shall be made at either the same time as, or in advance of, any rental booking(s). The company reserves the right to alter the charges to reflect any increase in the cost to the company which is caused by any factor beyond the control of the company. Should the company alter the charges for any reservation (other than an increase in the rate of VAT) that has already been made, the company will notify the renter, who will be allowed to cancel the reservation without penalty, until 12 hours before commencement of the rental.

## **Cancellations**

Should the company, for any reason except the non payment of charges, have to cancel the renter's reservation, the company will, at its sole choice, either offer the renter an alternative reservation or reimburse the charges that have already been received.

## **Data Protection**

By making a reservation the renter consents to the company keeping electronically or in writing information that is capable of identifying the renter (and for the avoidance of doubt, but without prejudice

to the generality contained herein, this provision shall apply to all members of the renter) including credit card details. The company will use this information for its own purposes, for example to make repeat bookings or for marketing, and will not pass the information to other companies without the renter's consent.

## **Rules**

All renters using the facility must comply with all rules as laid out in the "Rental Terms" section of this website.

## **General**

These conditions constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties and may not be varied except in writing between the parties.