



# Rossett Sports Centre – Conditions of Hire

Revised June 2021 – J Lyon

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## 1. HIRE OF FACILITIES

- a. All booking applications for the hire of facilities must be made on the official facility booking forms and signed by the hirer.

## 2. RESPONSIBILITY OF THE HIRER

- a. The HIRER must be over 18 years of age.
- b. The HIRER will be responsible for the payment of any charges relating to the hire of facilities.
- c. The HIRER must ensure that all users of the facilities comply with the Conditions of Hire.
- d. The HIRER shall be responsible during the period of the hire for the following:
  - Supervision of the premises
  - Protection of the facilities, equipment and contents
  - Safe use of facility equipment

By acceptance of these hire regulations; the HIRER will thereby be responsible to pay the cost of any repair in the event of any damage.

- e. The HIRER shall be responsible for the behaviour of all persons using the premises during the period of hire.
- f. At any hiring to which members of the public are admitted, the HIRER shall provide an adequate number of stewards.
- g. The HIRER shall not sub-let or use the facilities for any unlawful purpose.
- h. The HIRER shall not discriminate in any of its activities in accordance with the Equality Act 2010 on the grounds of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## 3. FEES AND CHARGES

- a. On pay weekly bookings the HIRER shall be responsible to pay the hire charge prior to commencement of the booking.
- b. The Sports Centre reserves the right to refuse access to the facilities hired if the hire charge has not been paid or these regulations have not been complied with.
- c. Equipment is available to hire from the Sports Centre for a small deposit. In the event the hired equipment is not returned or is damaged, the Sports Centre reserves the right to retain the deposit.

## 4. CANCELLATION BY THE HIRER

- a. The HIRER must give a minimum of 7 days' notice in writing in the event of a session cancellation without incurring any charges. Cancellation by the HIRER less than 7 days in advance will require payment in full.
- b. Terminations of block bookings must be sent in writing to the management with 30 days' notice. All sessions within this 30 days period will be charged as normal.

## 5. REFUSAL OR CANCELLATION BY THE MANAGER

- a. The Sports Centre reserves the right to cancel any hiring without notice, where the manager considers it necessary for any cause outside his/her control.
- b. The management reserve the right to cancel without notice on safety grounds, such as, adverse weather or damaged facilities.
- c. In the event of cancellations, the HIRER is responsible for the behaviour of his/her group. Any abusive behaviour towards staff members will be dealt with by management and could lead to termination of the block booking.
- d. In the event of any hiring being cancelled the fees paid will be refunded to the HIRER, but the Sports Centre shall not be held liable or required to pay any compensation costs arising out the cancellation of the hiring.
- e. The Sports Centre reserves the right to refuse any hire of facility applications.
- f. The Sports Centre reserves the right to hire out facilities for special events. Notice of such events will be sent in writing from the management.

## **6. INSURANCE**

- a. The HIRER shall be responsible for making arrangements to ensure against any third-party claims, which may be made against his/her organisation whilst using the facilities.

## **7. LIABILITY**

- a. Cars parked at the Sports Centre are parked at the user's own risk.
- b. The centre will not be held responsible for loss or damage caused to personal belongings.

## **8. BREACH OF REGULATIONS**

- a. In the event of a breach of these regulations, the management reserve the right to terminate the hiring agreement. The HIRER shall remain liable for any charges up to the date of termination.

## **9. INJURY**

- a. Use of the Sports Centre, including all equipment, facilities and amenities, is permitted entirely at the user's own risk.
- b. The HIRER understands there will be no supervision of the use of any facility, unless prior arrangement of supervision has been agreed in writing by the management.
- c. The Sports Centre shall not be liable for any personal injury to any user, or for consequential loss.

## **10. MANUAL HANDLING (EQUIPMENT)**

- a. Moving, setting up or taking down any equipment is done so at the users own risk. Duty Staff are employed to do this for you.
- b. The Sports Centre shall not be liable for any personal injury to any user, or for consequential loss.

## **11. SAFEGUARDING**

- c. All junior clubs must ensure you have an up to date 'Safeguarding Child Protection Policy' and must be produced to the Centre Manager upon request.

## **12. GDPR (Data Protection)**

- a. Your data will be used for internal use only and will not be distributed to any third-parties.
- b. All data will be securely stored in locked storage cabinets inside the locked staff only sports centre office.
- c. All data stored on our booking system is password protected and accessible by sports centre staff only.
- d. We will only ever distribute your personal information with your consent in writing.
- e. All paperwork is archived for 3 years in locked cabinets. After 3 years it will be disposed of by Shred-it with auditable disposal records.
- f. A copy of our Data Protection Policy can be obtained by contacting the Sports Centre management.

## **13. VAT EXEMPTION**

Affiliated groups must ensure the following criteria are complied with for the block booking to become exempt from VAT.

- a. The group/club is affiliated to the local/national governing body of their sport.
- b. The group/club holds adequate public liability insurance for the entire duration of the booking
- c. The booking consists of 10 or more sessions.

Note: The HIRER shall be liable to pay the whole fee for any cancellations within the minimum 10-week booking period.

## **14. COVID-19 (these conditions are subject to change – contact the centre for up to date Covid information)**

- a. All sporting use must comply with the relevant National Governing Body guidelines in place at the time. Use of facilities is provided on the agreement that all participants will make themselves aware of, and adhere to this guidance at all times.
- b. Users must follow necessary safety measures in place, including but not limited to: • Compliance with the facility one-way system • Maintaining current social distancing requirements • Only attending if well and free of Covid-19 signs and symptoms • Undertaking cleaning/sanitising of equipment where requested • Cleaning/sanitising hands on entry to the building and regularly through the duration of the visit.
- c. Time within the venue should be kept to a minimum with participants attending and leaving the facility promptly whilst adhering to all booking times.