



# BOOKINGS CONDITIONS OF USE

# ACTIVE NATION

## 1. INTERPRETATION

- a. "Agreement" shall mean the agreement for hiring, signed by or on behalf of both the Company and then Hirer.
- b. "Booked Period" means the period of any day or days reserved by the Hirer.
- c. "Centre" means any part of any recreation facility under the control of the Company and including its ground, car parks and access roads.
- d. "Company" means Active Nation UK Limited and its subsidiary or associated companies, and any officer authorised to perform any particular duty.
- e. "Hirer" shall mean the person or persons signing the agreement or the company or organisation on whose behalf the agreement is signed.
- f. "Hire Period" means the period during which one or more bookings have been made and confirmed; the time period on each booked occasion includes the removal from stores, setting up, dismantling and returning to stores of any equipment.
- g. "Manager" includes the recreation supervisors, Duty Managers or Operations Controllers and any other member of staff authorised by them to perform any particular duty.
- h. "Major Event" definition. A major event is defined as any booking in excess of four hours duration (outside of a normal domestic swimming gala).
- i. "Minor Events". All other bookings shall be considered as Minor Events.
- j. "Organisation" shall mean the Company or Organisation for whom the Hirer works or is employed.
- k. "Seasonal Block Bookings" shall mean bookings of an annual or recurring nature.
- l. "Series Of Lets" shall mean ten or more sessions for the same sport or activity taking place at the same centre with an interval between each session of at least one day and not more than fourteen days. The facilities are let out to a school, club association or an organisation representing affiliated clubs or constituent associations (such as a local league) and the person to whom the facilities are let has exclusive use of them during the sessions.

## 2. HIRER'S RESPONSIBILITY

The Conditions of Hire as set out below shall remain in force until such time that the hire period has been completed. Should the Hirer cease to work for or be employed by the Organisation before the Hire Period has been completed then the Hirer shall immediately advise the Manager that he no longer acts as Hirer for the Organisation and the Organisation will immediately provide a new Hirer authorised to sign a new Conditions of Hire Agreement. Failure to provide a new Hirer may result in the Hire Period being cancelled by the Manager.

## 3. CORRESPONDENCE

All correspondence shall be addressed to the Manager at the relevant Centre.

## 4. BOOKINGS/PAYMENTS

Organisations must make an application in writing on the appropriate form, which may be obtained from the relevant Centre, at least 28 days before the date required for hire. Seasonal Block Bookings may not exceed the period specified by the Company. The Company reserves the right to refuse any application for any hiring. Please note that all hall bookings are of 55 minute duration in any hour.

## 5. VENUE

In all correspondence and advertising, the relevant Centre shall be referred to.

## 6. HIRING FEE

The Hiring Fee for use of facilities shall be determined by the Company. The Company reserves the right to alter charges without notice up to the time of confirmation of the booking by the Company.

## 7. ADMISSION

- a. The Manager will advise the Hirer of the Maximum number of admissions that will be allowed for any event. Under no circumstances will the Hirer or Organisation allow the maximum number of admissions to be exceeded.
- b. Any person may be required to produce evidence of membership of an organisation using the premises.
- c. If such evidence cannot be produced, a separate admission fee will be charged. The Manager may refuse the admission of any person, or may require any person to leave the Centre without giving a reason for doing so, whether or not that person is a valid member of an affiliated organisation hiring the centre.

## 8. PAYMENT

Payments shall be made as follows:-

- a. Organisations will be invoiced for the Hire period as specified by the Manager.
- b. Payment to be made to the centre holding the booking.
- c. Payment must be made within the time specified when making the booking. This will be confirmed on the sale invoice.
- d. Payment will be required prior to the Hire Period beginning.

## 9. CANCELLATION BY HIRER

If a Hire Period is cancelled by the Hirer or Organisation for any reason then the following rebates on the hiring fee will apply.

- a. For a cancellation within seven days or less before the Hire Period; 100% of the total hiring fee to be paid.
- b. For a cancellation between eight and fourteen days before the Hire Period: 50% of the total hiring fee to be paid.
- c. For a Cancellation between fifteen and twenty eight days before the Hire Period: 20% of the total hiring fee to be paid.

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d. For a cancellation twenty nine days or more before the Hire Period: no cancellation charge will be incurred.

e. As a Series Of Lets are exempt from V.A.T. the series is to be paid for as a whole. In the event of a cancellation part way through the booking a charge for V.A.T. on the sessions that have already taken place will be made to the Hirer. In addition a cancellation charge based on 9a, 9b, 9c and 9d will be made to the Hirer for the outstanding proportion of the cancelled sessions. The above charges will be levied irrespective of whether facilities are subsequently rehired. In addition any other payments which have been made by the company in association with the Hire Period will be levied against the Hirer. Repayment of booking fees or any percentage thereof is in accordance with provisions of this paragraph and will only be made if the cancellation is made in writing and received at the Centre prior to the booking date and within the periods specified above.

### 10. CANCELLATION BY THE COMPANY

- The Company reserves the right to cancel any booked Period or Hire Period and to end a Hire Period at any stage during it.
- The Hiring Fee already paid in respect of any period cancelled or terminated under 10a. (above) will be refunded.
- The Company will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 10a. (above).
- The use of certain facilities within a Centre during a Hire Period may be prohibited and/or varied by the Company at any time and for whatever reason.

### 11. EQUIPMENT TO BE BORROWED OR HIRED

The Hirer shall agree with the Manager, not less than 14 days to prior to the Booked Period the equipment required to be used during the Booked Period. If available, the Company will provide the equipment at the applicable rate of hire. Should the Company be unable to provide the required equipment, the Hirer may with the Managers agreement

be allowed to bring their own equipment to the Centre in which case use of that equipment will be the sole responsibility of the Hirer.

### 12. DAMAGE TO OR LOSS OF PROPERTY

Unless caused by its own negligence the Company accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Centre or any part thereof, by an organisation, or member of any organisation, or any individual attending any Minor or Major Event.

### 13. PORTABLE ELECTRICAL APPLIANCES

No portable electrical appliance is to be brought into the Centre and used in the Centre without prior agreement with the Manager. Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dated sticker, or other endorsement to that effect.

### 14. PROPERTY LEFT AT THE VENUE

The Company may remove and store any property left by the Hirer after the termination of the booking. If after receiving notice, the Hirer fails to collect the property within 7 days, the company may dispose of the property without further notice to the Hirer.

### 15. DAMAGE CAUSED

The Hirer shall on demand pay to the Company, the reasonable amount incurred by the Company in repairing or replacing as appropriate together with the Company administration fee of 10% of the repair or replacement cost, any damage to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by a person participating at the invitation of the Organisation in the use of the facilities or premises (fair wear and tear excluded). The amount of such damage shall be certified by the company whose decision shall be final.

### 16. INDEMNITY

The Hirer shall indemnify and keep indemnified the Company against all claims, demands, action or proceedings in respect of death of, or injury without limit to, any person or damage to or direct or indirect loss or damage of property belonging to any person during the course of, or in consequence of the hiring unless caused by the Company's negligence.

### 17. INSURANCE BY HIRER

- The Hirer shall at its own expense take out third party liability insurance with an insurance company of repute to cover loss of or damage to property (whether the Company's or belonging to an individual) injury or death of any person caused by the Hirer's negligence during the Hire Period or in connection with it.
- The Hirer will provide to the Company, at the time of signing the Conditions of Hire, a copy of the relevant insurance policy or certificate by way of confirmation that this insurance has been arranged.
- The amount of cover required may vary from time to time, and may be set by the Manager of the premises. The Hirer will be notified of the sum involved for the Centre concerned, with the notification of hire charges. The sum will be not less than £5 million.
- The Hirer is notified that the Company's insurance does not extend to property brought onto the premises in connection with the Hire, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

### 18. FIRST AID INCIDENT OR OTHER EMERGENCY INCIDENT

- In the event of accident, incident and/or injury, the Hirer will at once alert a member of the staff of the Centre, who will take the appropriate action.
- A Hirer may be requested to provide additional first aid cover for larger events; provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross.

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c. All first aid treatments, incidents and emergencies must be recorded in accordance with the Company's current procedures.

## 19. INFRINGEMENT OF COPYRIGHT

The Hirer shall indemnify and keep indemnified the Company against all claims, legal fees, court fees, damages demands, action and proceedings in respect of any infringement of intellectual property rights by an unauthorised public performance or use of recording apparatus or contrivance at the Centre by the Hirer or his agent.

## 20. BROADCASTING AND FILMING RIGHTS

No Hirer booking the Centre may grant broadcast (sound or television) or filming rights without prior written consent of the company. As a pre-requisite of consent being given, the company reserve the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived therefrom.

## 21. GRAMOPHONE RECORDS AND PERFORMANCE

The Hirer shall not play or permit to be played gramophone records, compact discs, radios or tape recorders in the Centre, or perform any work, which will infringe the rights of any third party in intellectual property. The Hirer shall obtain beforehand, and provide a copy to the Manager, all proper licenses in respect of such broadcasts or performances. Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Company.

## 22. PHOTOGRAPHS AND VIDEO RECORDINGS

Photographs for professional use and publication thereof must not be taken without the express prior permission of the Manager. The use of video recording equipment is not

allowed without the express prior written permission of the manager.

## 23. ADVERTISING

The Hirer shall not advertise or publicly announce any event to take place at the Centre without the prior, written approval of the Manager. The Hirer shall submit proofs of all intended advertising to the Manager prior to publication for his authorisation.

## 24. CATERING

The Company reserves to itself or its agents the right of sale of all refreshments in the Centre. The Hirer shall make arrangements with the catering Manager for any special catering requirements not less than 14 days before the Booked Period. Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990, as they apply to the Centre. The Manager will provide instructions to the Hirer concerning food and/or drink brought onto the premises and made available for consumption by other.

## 25. SALE OF GOODS

The Hirer shall not without the prior consent in writing of the Management sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the Centre during the Hire Period.

## 26. INTOXICATING DRINKS

The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol on the premises of the Centre, without prior written permission of the Manager. If such permission is given, the Hirer will be told of any licensing applications or permissions that must then be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

## 27. NOTICES

The Hirer shall not display any notices or decorations (internal or external) without the express permission of the Manager.

## 28. ALTERATIONS TO FITTINGS

The Hirer shall not alter or interfere with any equipment or fittings of the Centre or structure thereof.

## 29. GAMBLING

The Hirer shall not hold, or permit to be held any sweepstake, raffle or other lottery on the premises during the hire, other than one which is permitted by law (and registered if the law requires) and has the prior written permission of the Manager.

## 30. RULES FOR USERS

The Hirer will do nothing to undermine the published rules for users of the Centre, for example in regard to vehicle parking, smoking, required activity dress and access by animals. The Hirer will use his/her best endeavours to inform all those involved in the use of the premises during the Hire Period of these rules and to encourage compliance with them. The Hirer accepts that the Manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the Centre or those in nearby premises.

## 31. VACATION OF PREMISES

The Hirer must ensure that the hired part of the Centre and any equipment used is left clean and tidy and that the equipment is left in the same condition as found at the end of the period of use. The Company reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning. Damage to equipment will be charged to the Hirer at the cost of repair

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plus a 10% administration fee as set out in paragraph 15 above. If damaged equipment cannot be repaired then the full replacement cost will be charged to the Hirer.

### 32. HEALTH & SAFETY

The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1992. These measures include minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities. Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP). A separate document is to be completed for pool hire, in accordance with current guidance from the Health and Safety Commission.

### 33. BREACH OF CONDITIONS

The Hirer shall be responsible for ensuring that the conditions of Hire are complied with, by all persons using the Centre arising out of or in consequence of hiring. In the event of the Hirer breaching any of the conditions of hire, the Company may at the Manager's discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

### CONFIRMATION OF AGREEMENT TO THESE CONDITIONS OF HIRE

1. I confirm that I have read and understood the above "Conditions of Hire".
2. I confirm that I have informed the officers/committee/members of the organisation I represent, as appropriate, of these 'Conditions of Hire'.
3. I confirm, on behalf of myself and the organisation I represent, our Agreement to these 'Conditions of Hire'.
4. I attach to this signed copy of the 'Conditions of Hire' document a copy of the current insurance policy/certificate relating to the 'Insurance' paragraph 17 (above).

PRINT NAME: .....

PRINT NAME OF ORGANISATION: .....

PRINT CORRESPONDENCE ADDRESS: .....

POSTCODE: .....

SIGNATURE: .....

DATE: .....

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