

REGULATIONS AND CONDITIONS OF HIRE **GENERAL USE**

1. **DEFINITIONS**

Council

CALDERDALE METROPOLITAN BOROUGH COUNCIL, Communities Directorate, or a Manager specifically authorised to act on its behalf.

Sports Services Manager

The person appointed by the Council to manage the Sports Service or his Duty Manager.

Hirer

Any individual group or club who, upon prior agreement uses the facilities comprising the said Leisure/Sports facilities.

User

User means any person using the centre whether as a participant or as a spectator.

Premises

The whole or any part of the facility or facilities or areas including changing rooms, balcony areas, car parks.

2. **BOOKING ARRANGEMENTS**

The hiring of the premises shall be subject to the Terms and Conditions hereinafter provided.

All correspondence must be addressed and forwarded to the appropriate Leisure/Sports facility where hire is required, marked for the attention of the Sports Services Manager.

Application for the hire of the centre including any catering arrangements must be made on an official Application Form at least 28 days before the proposed date of hiring. The Sports Service Manager has the right to refuse or accept a club or individual booking if he considers that it is in the interests of the Council to do so.

3. **HIRE CHARGES**

The sum fixed from time to time as the amount to be paid by the hirer for the use of the said facilities per hour.

The Council reserves the right to increase all hire charges and shall provide a minimum of one months notification to the hirer prior to any increase. The hirer shall be liable to pay the increased hire charge for any subsequent hiring.

4. **PAYMENTS**

Bookings

All bookings made must be paid for at the time of booking with the exception of Regular/block bookings/major events. All booked periods of hire must be paid 14 days prior to the hire date.

In the event of charges not being paid in accordance with these Conditions, all booked periods of hire may be cancelled by the Manager without prior notice to the hirer.

The centre shall not be used for a period longer than the booked period of hire. If in contravention of this condition, the hirer will be charged for the excess period at such rate, as the Manager considers appropriate for the use of the centre but not less than the normal hiring rate.

There shall be no sub letting of the centre without the manager's permission in writing.

No club shall levy any charge in connection with their booked period of hire without the prior consent of the manager.

In the event of the hirer cancelling or failing to take up any booked period of hire the charges payable in respect there of shall remain due, but if the booking is re let, then the Manager, at his discretion may return up to 100% of the charge for such a period to the hirer.

Where bookings are on a regular basis cancellations but be paid for in full unless notified in writing to the manager at least 14 days in advance of the cancellation.

The Council acting through the Manager of the centre reserves the power to refuse any application or to cancel or terminate any booking for any reason whatsoever. All monies paid in respect of bookings cancelled in accordance with this condition will be refunded, provided that the hirer has complied with the conditions governing the general use of the centre. The Council should not be liable for any other expenditure incurred or loss sustained, whether directly or indirectly by the hirer arising from the cancellation. Notwithstanding this, the Council will use its best endeavours to ensure that reasonable notification of the cancellation is given to the hirer.

The Manager may at his discretion require that the application by the hirer be covered by an individual insurance policy, which shall give cover of £5 million pounds for any one occurrence or series of occurrences arising out of the period of hire.

The Council reserves the right to require the hirer to submit to the Council such policy and premium receipt for approval. Failure to comply with any of the requirements of this clause may result in the termination of the hiring.

The Council carries 3rd party insurance in respect of claims arising due to its own negligence. The Council does not carry 3rd party insurance to cover any other groups in respect of 3rd party claims.

All Occasional hirers must use Community Services employees at the rates, which can be given on application for hire. Failure by the hirer to fully comply with this section may result in the hire being cancelled without notice.

5. RESPONSIBILITY OF THE HIRER

The Hirer shall ensure that all members of any club or persons using the centre as a result of the hirer's application shall comply with the conditions governing the general use of the centre. The hirer shall be liable to the Council for any breach thereof as if the hirer has committed such breach.

The hirer shall be responsible for the safety and wellbeing of all participants. Special attention must be paid to ensure children and vulnerable adults are appropriately looked after. This includes ensuring all officials of registered clubs/schools are CRB checked.

The Hirer shall provide sufficient stewards to maintain good order during the booked period of hire and shall expel any person acting in a disorderly manner or disobeying an instruction of the manager.

Seating must not be re arranged or added to. All door entrances, corridors and exits must be kept clear at all times and ready for use in an emergency.

The Hirer shall be responsible to indemnify the Council against all claims for damages, costs or expenses which may be made against the Council in respect of personal injury or loss or damage to property, where such loss or damage occurs during or in consequence of the hiring of the premises.

The Hirer shall not be deemed responsible for or liable to indemnify the Council in respect of any personal injury or damage to property where such loss or damage occurs during or in consequence of hiring the premises.

The Hirer shall not be deemed responsible for, or liable to indemnify the Council in respect or any personal injury or damage to property deemed to have been caused by defect in the building, fittings, equipment in use at any time.

The Hirer shall not use the centre for any purpose other than the purpose for which the same was hired.

The manager shall at all times during the booked period of hire have access to and access from the centre and instructions must be given by the hirer to permit his admission.

The taking of photographs or films and the recording by any method of activities or events taking place within the centre is forbidden except with the prior approval of the manager.

The Hirer shall be solely responsible for the repair of any damage caused directly or indirectly to any equipment used during the booked period of hire. This includes delivery or collection of items by outside bodies. The use of such equipment is only permitted with the written consent of the manager. The Hirer shall further be responsible for any loss of revenue caused directly or indirectly by such damage.

Portable electrical equipment – no such equipment is permitted without approval by the centre manager – such equipment must conform with the Electricity at Work Regulations and only after confirmation or acceptability by the centre manager may the equipment be used.

No article of dangerous or offensive character or any inflammable materials shall be brought into the centre by the Hirer.

No nail or fastening of any kind of advertisement may be placed in or on any part of the centre without the prior consent of the manager.

No fly posting of any description of events taking place at the centre is permitted. Promoters of events to which the poster gives publicity are liable to prosecution.

In the event of any breach of these conditions the user may be required by the manager to leave the centre and forfeit the charge paid by him for entry or use of the centre but without prejudice to any claim, which the Council may have against him by virtue of these conditions, or any legal process.

6. **Catering**

No food or drink of any kind may be brought into the centre, without prior permission of the manager.

Where permission is requested for the use of outside caterers or the provision of own food, the Hirer should not undertake any commitment until permission is received from the manager in writing. The Council shall not be liable for any costs incurred in this way where permission in writing has not been granted.

Where permission for outside caterers is granted in writing the detailed requirements of the manager must be followed. The centre must be left in a clean, tidy and hygienic state with all waste food and materials being removed by the Hirers. The cost of any additional cleaning which is necessary will be re charged in full to the Hirer.

The loss or damage of any equipment belonging to the centre will be re charged in full to the Hirer.

The Hirer will not normally be permitted to provide his own drinks whether alcoholic or non alcoholic.

7. **Damage or Loss**

The Council shall not be responsible for any failure of the main electricity to the centre or for any loss or damage to the property of the hirer or injury to any person by the hirer caused through accident, fire, theft or any other cause whatsoever unless arising through the negligence or default of the Council.

8. **Reporting of Injuries, Diseases & Dangerous Occurrence Regulations 1995**

It is the responsibility of the hirer to ensure that any accident/incident, which occurs during the period of the hire, is reported promptly to the Centre Manager. If for some reason this is not possible, e.g. the accident/incident/injury does not come to light until after persons have left the centre. It must be reported to the centre within 24 hours.

9. **Alterations to Rules & Conditions**

The Council reserves the power without prior notice at any time to alter or amend the whole or any part of these Conditions.