

**STOCKSBRIDGE COMMUNITY LEISURE CENTRE**  
**TERMS AND CONDITIONS OF HIRE (revised 1 Nov 2016)**



**1. INTERPRETATION**

In these Terms and Conditions the following words will have the meanings hereinafter in this clause respectively assigned them: -

"Manager" shall mean the Business Manager or his/her representative.

"The Hirer" shall mean the named person/persons or body of persons making application for the use of the Centre, any part thereof or its facilities. The Centre will only deal with the named person regarding any matters relating to the booking.

"Period of Hire" shall mean the period during which the Hirer is entitled to use any part of the Centre and any time during which the hirer shall use any part of the Centre before or after such a period.

"Date of hiring" shall mean the day on which the Hirer is entitled to use any part of the Centre.

"Director" shall mean any person appointed to the Board of Directors of 4SLC Trust Ltd (herein called "4SLC") for the time being.

"Block Booking" shall mean an advance booking for a regular weekly session for a minimum of 10 consecutive weeks or more.

"Single booking" shall mean a booking for a single and/or time slot.

**2. SCALE OF CHARGES**

- 2.1. The charges for the use of any part of the Centre or its facilities shall be as agreed and published by the 4SLC Directors but who reserve the right to vary them without notice, except in the case of pre existing block bookings where the charges will remain valid until the end of the block booking or early termination.

**3. PAYMENT**

- 3.1. All payments shall be made by the Hirer in accordance with the methods of payment and payment terms, as shown on the reverse of the Bookings Acceptance Form.
- 3.2. Cheques must be made payable to "4SLC Trust Ltd" and crossed.
- 3.3. BACS payments should be made using the following account details: Account No 65646179, Sort Code 08-92-99.
- 3.4. All major credit/debit cards are accepted and payment can be made over the telephone.

**4. REFUSAL AND CANCELLATION**

- 4.1. 4SLC reserves the right to refuse any application as it may deem fit without stating any reason thereof. It also reserves the right to cancel any booking on giving 7 days notice in writing under the hand of the Manager or any Director to the Hirer; upon such cancellation 4SLC will refund to the Hirer any monies paid in respect of the booking so cancelled but will not be responsible for any expenditure whatsoever in relation to the booking which the Hirer may have incurred or be liable to pay.
- 4.2. Any cancellation or variation of any hiring by the Hirer must be in writing giving 7 days notice before the date of the hiring. In this event 4SLC will use its best endeavour to effect a hiring with another hirer. If however, 4SLC is unable to effect such a hiring and also if cancellation or variation takes place less than two weeks before the date of the Hiring, the full hire charge shall be due by the Hirer.
- 4.3. Failure to pay the charges incurred will result in the Centre terminating future use by the Hirer until such arrears are paid in full. The Centre reserves the right to use whatever legal means it deems fit to recover such charges.

**5. TRANSFER OF HIRE**

- 5.1. The Hirer shall not transfer the benefit or burden of the Contract or any part thereof.

**6. ADMISSION TO THE CENTRE**

- 6.1. The Manager shall reserve the right to specify the maximum number of persons who will be permitted to use the Centre or any part thereof for any person.
- 6.2. 4SLC reserve to the Manager, and all persons authorised by Manager at all times, a right of entry to every part of the Centre and a right to refuse admission to or remove from the Centre any person exhibiting anti social or threatening behaviour, using foul language, causing damage to premises/equipment, causing a disturbance to other users or generally.
- 6.3. The period of hire starts from when The Hirer requests entry to the premises to the time the hire leaves the premises. This includes all set up and set down time (however, see 8.5).

**7. ACTIVITIES IN THE CENTRE**

- 7.1. The Hirer agrees to restrict all activities to those specified and agreed to in the booking. No other "ancillary" activities are permitted, particularly where these could have an adverse affect of the Centres income generating activities. The Hirer will not bring their own food or beverages onto the premises unless this has expressly been agreed with the Manager at the time of booking. The Centre operates a snack bar/vending service and either/both of these will be available during the period of hire.

**8. EQUIPMENT**

- 8.1. All sports equipment owned by the Centre and allocated for use in the designated area will be available to groups at no additional charge unless specified (eg racket hire, shuttlecocks, squash balls).
- 8.2. No private equipment is allowed onto (or stored at) the premises for use by the Hirer without prior written approval of the Manager.
- 8.3. All equipment is regularly inspected and maintained, however it is the hirers responsibility to check all equipment is safe before use. In the event any defects are discovered, these should be reported immediately to Centre staff, where an assessment can be made if the equipment is still safe to use.
- 8.4. Hirers should note that as a Community run facility, it is dependant upon volunteer staff support. Every endeavour will be made to set up and dismantle basic equipment required for the session booked, however, in some circumstances this may not be possible. Where centre staffing cannot be provided, Hirers will be expected to undertake this task themselves.
- 8.5. Where this occurs, in recognition of this, the Hirer will not be charged for the first 15 minutes set up time prior to the start of their session, and 15 minutes after the session finishes, to ensure their session is not compromised. In exceptional circumstances where additional time is needed over and above the 15 minutes, the Centre will always aim to be as flexible as possible, however are unable to guarantee this particularly at busy times. Such approval is at the discretion of the Manager - subject to the prevailing circumstances at the time.
- 8.6. Any equipment used during the period of hire shall be returned to the place it was found at the end of the period of hire.
- 8.7. Any part of the Centre used during the period of hire shall be left in a tidy and orderly condition at the end of the period of hire.
- 8.8. The Hirer is held responsible for the effective supervision of the arrangements and activities in any part of the Centre, including the Changing Rooms, if used, during the Period of Hire and for the prevention of disorderly behaviour. The Hirer shall comply with any reasonable request of the Manager or other person authorised by him to make such a request.

**9. ADVERTISING**

- 9.1. No function or event shall be advertised or announced until the Manager has accepted the form of application or any Director and letter of acceptance forwarded to the Hirer.
- 9.2. No person shall fix or exhibit any advertisement in or upon any part of the Centre without the previous written consent of the Manager and for this purpose the Hirer shall submit to the Manager for his approval one copy of the notice or advertisement is used in conjunction with the function or event for which any part of the Centre is used.

**10. PROTECTION OF CHILDREN**

- 10.1. The Hirer shall check with the Police on the criminal record of any person working with children or young persons under the age of 19 years for whom the Hirer is responsible. 4SLC reserves the right to require evidence of that check.

**11. HEALTH & SAFETY**

- 11.1. All Centre users are required to co-operate with the Centre paid and volunteer staff in their carrying out of health & safety duties.
- 11.2. Any portable electrical appliance to be used during the let must display a valid portable appliance test label or certificate; otherwise its use within the Centre is prohibited.
- 11.3. No explosives, highly flammable spirits or liquid gas containers shall be brought into the Centre and the use of naked lights in any part of the Centre is strictly prohibited.
- 11.4. All chemicals or substances are prohibited.
- 11.5. No glass bottles are allowed in the changing or activity areas.
- 11.6. The Hirer is responsible for reporting any injuries or accidents that occur at the Centre to the Centre paid and volunteer staff at the earliest opportunity.
- 11.7. In accordance with Prohibition of Smoking in Certain Premises Regulations 2006, smoking is not permitted in the Centre.
- 11.8. Electric cigarettes are not permitted to be smoked in the Centre.
- 11.9. No illegal drugs of any sort shall be brought into the Centre (and its surround grounds) at any time.
- 11.10. No alcohol is to be consumed in the Centre (and its surrounding grounds) at any time.
- 11.11. The Hirer shall be responsible for all third party claims of insurance appertaining from their use of the Centre and its contents.

**12. INDEMNITY**

- 12.1. The Hirer shall:
- 12.2. repay to 4SLC on demand the cost of reinstating or replacing any part of the Centre or any property in or upon the Centre which shall be damaged destroyed or stolen or removed during the Period of Hire and
- 12.3. indemnify 4SLC against all claims demands actions or proceedings in respect of death or injury howsoever or by whomsoever caused of or to any person (other than a servant of 4SLC while carrying out his duties as such a servant) which shall occur while such a person is in or upon any part of the Centre or arise from any accident or occurrence which shall occur when such a person is in or upon any part of the Centre or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury provided always that the foregoing provisions of this condition shall not apply to damage death or injury occasioned by or in consequence of fire, explosion, bursting or overflowing form or of any heating, ventilating, lighting, electrical or water equipment or apparatus of 4SLC unless such fire, explosion, bursting or overflowing is due directly or indirectly to the act of a person other than a servant or agent of 4SLC in the course of his duty as such servant or agent.

**13. LOST PROPERTY**

- 13.1. 4SLC and their officers agents and servants shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of the Centre (including any changing room) and the Hirer shall indemnify 4SLC and their officers agents and servants from and against all claims demands actions and proceedings in respect of such damage loss theft or removal or any loss sustained by any person in consequence of such damage theft or removal.

**14. PARKING**

- 14.1. Motor vehicles shall not be parked and bicycles shall not be left in any of the exit ways of the Centre and centre staff shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss theft or removal of any motor vehicle or bicycle (including contents and fittings) parked or left by any person (including the Hirer) and the Hirer shall indemnify 4SLC and their officers agents and servants from and against all claims demands actions and proceedings in respect of any such damage loss theft or removal or any loss sustained by any person the consequence of such damage theft or removal.
- 14.2. Users of the car park will observe the Centre's parking signs, markings and restrictions) in the use of disabled parking spaces) and comply with requests of the Manager, and all persons authorised by Manager in relation to their parking and movement of vehicles on the Centres site.

**15. INSURANCE**

- 15.1. The Manager or any Director may in his sole discretion require the Hirer as a condition of the terms of hire before the date of the hiring to insure at Hirer's own expense in the joint names of the Hirer and 4SLC against any loss or damage howsoever caused in a sum prescribed by the Manager and shall maintain such insurance during the period of hire and shall produce on demand to the Manager evidence of such insurance cover.

**16. GAMBLING**

- 16.1. No sweepstake, raffle or other form of lottery shall be promoted, conducted or held without the previous written consent of the Manager and any such lottery shall comply with the enactments relating to Betting, Gaming and Lotteries.

**17. BREACH OF TERMS AND CONDITIONS**

- 17.1. If the Hirer shall fail to observe or perform in any respect the terms and conditions herebefore stated 4SLC may without notice determine the Hirer's rights under the Contract. Such determination shall not release the Hirer from any of his obligations under the Contract or affect any right or remedy which 4SLC may have under the Contract or otherwise.