

## Terms and Condition of Use

In reading the terms and conditions below it is important that The Hirer read and these

### Definition of Terms Used in This document:

We	Means Sporting Communities Community Interest Company
The Hirer	Means you, the person signing the booking application, and the club or organisation that you represent
Designated Officer	Sporting Communities Community Interest Company Centre Manager/Representative
The Building	Means the whole of the Normanton Park Community Centre
Premises	Means the part of the building booked for hire
Event	Means the event, activity, or block booking for which the booking is made
Hire Period	Means the period The Hirer is entitled to use the Premises, specified on the official confirmation of The Hirer's booking application or any agreed amendment.

## The Hire Conditions

### 1. Hire Conditions for Normanton Park Community Centre

- a. The Hirer is responsible for risk assessing their activity and ensuring that the Event adheres to The Building's health and safety regulations, which will be displayed within The Building. This also includes having a maximum capacity of 55 for any Event.
- b. You will be responsible for ensuring that the building is left in the same condition that it was at the start of the Hire Period.
- c. Users of the community centre must comply with the Equality Act 2010 and all other law.

### 2. Bookings

- a. The Hirer is personally responsible for complying with these conditions together with the club or organisation you represent. In the event of a serious breach of contract or combination of minor breaches by The Hirer, We reserve the right to recover all the reasonable costs and losses the organisation has suffered because of The Hirer's failure to comply with the contract. Please be aware that We will always have an unavoidable duty to mitigate our losses in the event of a contractual breach by The Hirer.
- b. Once your booking has been confirmed and before the booking date, The Hirer must complete, sign and return the above sections to the Designated Officer. In signing you are accepting personal responsibility, together with any club or organisation you represent, for compliance with these conditions.
- c. We have the right for our employees or authorised agents to enter The Building or Premises during the Event.
- d. The booking may, at the landlord's discretion, be refused and The Hirer will have no claim for any loss or damage as a consequence.

- e. We will send an official confirmation acceptance of your booking to you in writing via email only.
- f. As hirer you may not transfer a booking to another hirer. The agreement is personal to The Hirer and the Premises cannot be sublet.
- g. The Hirer must not use the Premises for any purpose other than that stated on the application form. The Premises must not be used for any unlawful purpose nor do anything which may endanger the centre users or cause damage to the centre.
- h. The minimum booking time is one hour (Charged at 1.5 Hours). The Premises must only be occupied at the time specified on the booking form and it is the responsibility of The Hirer to ensure that the number of people within the building doesn't exceed fire safety regulations. This is for safety and insurance purposes. The Hirer must make sure that the Premises are not left unsecured at any time during the Hire Period. Everyone must have vacated the Premises by the time which has been specified on the booking form otherwise you may be charged an additional fee.
- i. The Hirer shall only be entitled to use the parts of the building hired, and We reserve the right to let any other portion of the building for any purpose at the same time.
- j. Hiring the Premises does not entitle The Hirer to enter or use them at any other time other than the Hire Period booked and confirmed unless you arrange this with the building Designated Officer beforehand. This includes setting up and dismantling equipment.
- k. Suitable footwear and clothing should be worn whilst on The Premises. Footwear should not mark, scratch or dent the flooring. Damage can often be caused by footwear such as studded boots, or high heels. The Hirer will be responsible for any damage caused by footwear during the Event.
- l. As the centre is not registered as food Premises, We are unable to provide food or drink as part of the hire. Should The Hirer wish to provide food, it must comply with food laws and be safe to eat. We recommend that anyone preparing food undertake Level 2 Food Hygiene training.

### **3. Cancelling Bookings**

- a. We may cancel your booking where events beyond our reasonable control mean that your Event cannot take place e.g. a national lockdown. We will try to give written notice of any cancellation, but this may not always be possible, in which case we will give you as much notice as practicable.
- b. We may cancel your booking if The Hirer breaches the terms and conditions of hire. If we cancel your booking for this reason, we will take reasonable steps to minimise our losses, but The Hirer will be liable for any reasonable and foreseeable losses that remain.
- c. We reserves the right to cancel any hiring at any time in the event of the Premises being required for the use as a Polling Station for Parliamentary or Local Government election or by-election or in connection with other Council activities, in which case The Hirer shall be entitled to a refund of any deposit or booking fee already paid.
- d. You must give at least seven (7) days written notice to cancel a session. Failure to do so will result in a full charge being applied.
- e. If a booking has to be cancelled due to unforeseen circumstances such as for example extreme bad weather conditions e.g. snow, then We will not charge The Hirer and an alternative date will be given.

### **4. Charges and Payments**

- a. We set the scale of charges to use the Premises or equipment and have the right to vary the charges. We will give a minimum of 1-month notice before any hire price changes are made, and any already confirmed bookings will not be subject to any price changes.
- b. All bookings will be invoiced through our email [admin@sportingcommunitiescic.org](mailto:admin@sportingcommunitiescic.org) Should you have an email from any other address requesting money for your agreed hire, please

do not click on any attachments, or pay any fees to it. We will only invoice you from the following emails:

- i. [admin@sportingcommunitiescic.org](mailto:admin@sportingcommunitiescic.org)
  - ii. [ali@sportingcommunitiescic.org](mailto:ali@sportingcommunitiescic.org)
  - iii. [hire@sportingcommunitiescic.org](mailto:hire@sportingcommunitiescic.org)
- c. If The Hirer does not pay the balance on time, we can treat this as a breach of the terms and conditions and may cancel your booking.
  - d. In addition to the booking fee, a £50 deposit will be taken for one off bookings. This additional payment will be reimbursed upon satisfactory departure following the booking and will only be retained where bookings have left the Community Centre in a state which needs cleaning, or if the hirer leaves the centre later than 15 minutes after the allotted time as a late fee.

## 5. Premises and Equipment

- a. The Hirer **must not under any circumstance** fix, screw, or nail anything into the Premises' walls, floor or ceiling or into any fixture or fittings. Please seek confirmation from the Designated Officer before using other adhesives such as Sellotape and Blu Tack.
- b. The Hirer must not fix decorations, flags, emblems, or anything else without the Designated Officer's consent in writing beforehand.
- c. The Hirer is responsible for removing all equipment, decorations, refreshments, waste/litter and all other goods not belonging to us at the end of your Hire Period.
- d. The Premises must be cleaned and left in a tidy condition, any contents temporarily moved from their original position or storage areas including tables and chairs must be properly returned. Any waste food or rubbish must be removed from the Premises and grounds at the end of the Event and the Premises should be cleaned. The Hirer may be held liable for the actual costs incurred for any extra cleaning or tidying of grounds. The Hirer will be provided with a written breakdown of costs and methods used to undertake cleaning of the Premises and tidying of the grounds. If We are required to move any unusual or hazardous waste as a direct result of The Hirer's Event, The Hirer will be responsible for the actual costs incurred.
- e. The Hirer will be liable for any damage to the Premises or any equipment you use during your Hire Period unless the damage is the result of our negligence. Types of footwear which are likely to cause damage to floors for example studded shoes/boots are not permitted.
- f. Smoking and vaping is not permitted on any part of the Premises. The sale of tobacco products is also prohibited in the Premises. Smoking is only permitted outside of The Building grounds, however we would appreciate any smoker or vaper to smoke or vape away from The Building.
- g. You may not sell or auction any goods on the Premises without written agreement from the Designated Officer in writing beforehand.
- h. It is the responsibility of The Hirer to ensure that furniture or equipment is not removed from the Premises. Setting out and storing away of tables and chairs is the responsibility of The Hirer unless otherwise agreed by the Designated Officer.
- i. We conduct regular risk assessments of The Building, however it is the responsibility of The Hirer to carry out their own risk assessment of the Premises before use. If you wish to conduct a risk assessment of the Premises, please contact the Designated Officer to arrange a site visit.
- j. The building does not have a TV license, therefore it is against the Law to use TV equipment or watch or record television programme services without a valid licence in the building. Should any hirer be found to be using a TV for these purposes on the Premises The Hirer will be liable to pay the fine.

## 6. Insurance and Indemnity

- a. We have Hirer's insurance to cover personal hire of The Premises e.g. a children's birthday party, however The Hirer must ensure that they have adequate insurance in place for their Event.
- b. We will require The Hirer (where applicable) to provide evidence of sufficient and appropriate insurance before your Event can proceed.
- c. If The Hirer is using equipment such as a bouncy castle, or other inflatable, they must also provide evidence of sufficient and appropriate insurance from the inflatable company before your Event can proceed.
- d. If The Hirer is conducting a contact sport, they must provide evidence of sufficient and appropriate insurance.

## 7. Lost or Damaged Property

- a. We will not be liable for any loss or damage to personal property or equipment belonging to or under the control of The Hirer.
- b. Any property left at the Premises after The Hirer's Event will remain at the Normanton Community Centre until it is collected. Any property unclaimed within 2 months will be donated to a local charity or disposed of.

## 8. Health and Safety

- a. The Hirer must ensure that all persons attending the Event use the Premises, facilities and equipment in a proper manner having regard to any relevant guidance, byelaws or regulations. You can obtain information on the Health & Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 by calling the HSE Info Line Tel: 0845 345 0055.
- b. The Hirer must not alter or add to the lighting, or any other electrical equipment. All electrical equipment you use at the Event must comply with the Electricity at Work Regulations 1989. Information about Health and Safety ring HSE's Info Line Tel: 0845 345 0055. If an item is unsafe it must be immediately removed from the Premises. Bottled gas, portable ovens and microwaves **must not** be taken on to the Premises.
- c. It is the responsibility of The Hirer to make sure that all accidents are immediately reported to the Designated Officer.
- d. The Hirer must comply with all fire notices and other instructions in relation to emergencies and must ensure that all relevant Health and Safety information is read and understood, and all rules and regulations are abided by not only by The Hirer but also their guests or group members. It is recommended good practice for user groups with block bookings to carry out two fire drills per year.
- e. The Hirer must make sure that:
  - i. Highly flammable substances are not brought into or used in any part of the Premises.
  - ii. No internal decorations are erected without the written consent of the Designated Officer.
  - iii. During the Event, no one interferes with fire doors with automatic closures.
  - iv. You keep every corridor, entrance and exit clear and ready for emergency use.
  - v. No one interferes with fire extinguishers except if there is an emergency.
  - vi. No bonfires/fireworks will be permitted on the Premises or grounds.
  - vii. No barbeques will be permitted on the Premises or grounds.
  - viii. They are aware of all fire exits in case of emergency.
- f. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises other than for a special event agreed upon by Sporting Communities CIC. No animals whatsoever are to enter the kitchen at any time.

## 9. Supervision

- a. The Hirer must provide enough competent officials or stewards to supervise the Event. You must make sure you adequately supervise and control children and young people attending the Event in accordance with the Children's Act 1989.
- b. Any regulated activities on the Premises must first obtain the written agreement of the Management Committee, which will require that the relevant provisions adhere to the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, and that any conditions required by the Office for Standards in Education (OFSTED) or by the local Safeguarding Boards / Social Services Department (as appropriate) and local authority are complied with before giving such permission.
- c. The Hirer is responsible for all persons involved in supervising the Event and ensuring that they are suitable, competent and suitably trained. In particular, The Hirer should consider having persons involved with organising or supervising your Event checked through the Disclosure and Barring Service (DBS) if your Event involves children and/or vulnerable adults and those persons are likely to be directly in contact with the children and/or vulnerable adults.
- d. The Hirer is responsible for ensuring that the officials who attend the Event understand the health and safety regulations, fire and other emergency procedures and know where the nearest fire exits are. A copy of the building's evacuation procedures are displayed in the building.
- e. The Hirer must arrange suitable first aid cover at the Event and The Hirer is responsible for providing a First Aid Box for their group.

## **10. Behaviour**

- a. The Hirer must ensure that no nuisance is caused from loud music, or any noise of a disturbing nature, and must make sure all activities are conducted in an orderly, safe manner. All users of the Premises should not perform in a manner that may be considered dangerous to themselves or other people.
- b. If it becomes apparent The Premises is being used in a manner that is causing a disturbance to the neighbouring properties then the Designated Officer will converse with The Hirer to make alterations to the Event.
- c. If it becomes apparent The Premises is being used in a manner that is likely to cause alarm or distress to any member of the public, or harm to any user, then you will be immediately required to vacate The Building and We will not refund any hire fees.
- d. Foul or abusive language, violence and wilful damage towards staff, local residents, other park users or facilities will not be tolerated and will lead to the immediate termination of the hire.
- e. Smoking and drinking alcohol within The Building, or on The Premises will not be tolerated and will lead to the immediate termination of the hire.
- f. Using illegal substances or conducting any illegal activity will not be tolerated and will lead to the immediate termination of the hire and incidents will be reported to the police and any other necessary authority.

## **11. Marketing**

- a. The Hirer may not exhibit any advertising material within the Premises or at The Building without the Designated Officer's approval beforehand.
- b. Functions should not be publicly announced or advertised to take place until We have confirmed the booking in writing.
- c. We may request that imagery from your Event be used to promote The Building. We will only use any imagery with written consent from The Hirer.

## **12. Entertainment**

- a. The Hirer must ensure that it obtains the correct consent before showing or showcasing any work covered by **copyright**. Evidence of consent should be emailed to the Designated Officer at [hire@sportingcommunitiescic.org](mailto:hire@sportingcommunitiescic.org) before the Event.
- b. The Building has a music licence however we respectfully request that any music played is not explicit.
- c. Nothing shall be done on or in relation to the Premises in contravention of the law relating to betting, gaming and lotteries and the persons or associations responsible for functions held in The Building shall ensure that the requirements of the relevant legislation are strictly observed.

### **13. Faults, Damage and Comments**

- a. If The Hirer has a complaint, you should contact Designated Officer to discuss your issues as soon as possible. The Hirer may be requested to confirm your complaint in writing at your earliest opportunity.
- b. Please report any faults or damage to the Designated Officer as soon as possible so that they can be rectified quickly.
- c. We welcome comments or observations that you may have about your hire so that we can improve the service on offer.

If you have any queries relating to the hire, or require any further information, please email [hire@sportingcommunitiescic.org](mailto:hire@sportingcommunitiescic.org)