

# Conditions of Hire of Leisure & Sporting Facilities

## SPECIAL EVENTS, SOCIAL and BLOCK BOOKINGS

### 1. Glossary

- a) 'Hirer' - the person or organisation hiring any part of a facility. No person under the age of 18 years will be accepted as a hirer.
- b) 'Booked Period' - the period on any one day reserved for the Hirer. This period includes preparation time.
- c) 'Period of Hire' - the period including all dates on which booked periods have been reserved for the Hirer.
- d) 'Clubs' - This term will include any organisation approved by the Manager.
- e) 'Block Booking' - a series of bookings over a minimum period of 10 weeks at the same time and day. 'Special Event' - one off sporting and non sporting events. 'Social Booking' - booking where the facilities being hired include food and/or alcohol.
- f) 'Trafford Leisure' - Trafford Leisure Community Interest Company LTD
- g) 'Manager' includes, as applicable in context, any officer of the facility authorised to perform particular duties.
- h) 'Building' and 'Centre' includes the curtilage of the building stated on this Application to Hire Form and any part thereof.
- i) 'Parties' means any person using the building or any of its facilities whether or not any fee has been paid. This includes spectators.

### 2. Application for hire and charges

- a) All applications must be made to the Centre Management on the approved form.
- b) Most special events will require a deposit being paid prior to confirmation of approval. This deposit may be retained by the Manager to cover any expenses incurred as a result of the Booking e.g. damage, costs incurred.
- c) All charges must be paid at least eight days prior to the date of the first booked period.
- d) Clubs may pay the charges for a Period of Hire by monthly instalments, due on the 1st of every month.
- e) Sub-letting by the Hirer shall not be allowed except by approval in writing of the Manager.
- f) Approval in writing must be obtained for any additional lighting that may be required. Cost of such must be borne by the Hirer.
- g) Facilities shall not be used beyond the Booked Period. The Hirer will be charged for any such use and may be charged at double the hiring rate for the excess period.
- h) The Hirer shall not use the building for any purpose other than the purpose for which it was hired. Trafford Leisure do not guarantee that the area that is hired is suitable for the purpose for which it is hired and shall not be liable for any expenses or any damages in the event that the facilities are unsuitable or inadequate.

### 3. Indemnity

- a) It is expected that your Club or Organisation has its' own Public Liability/Professional Indemnity Insurance in place to cover you in the event of an incident occurring on our premises for which you would be legally liable.

### 4. Refusal or Cancellation by the Manager

- a) The Manager reserves the right to refuse any application, cancel or terminate any booking without being bound to give reason.
- b) All moneys paid in respect of a booking cancelled in accordance with this condition will be refunded but the Manager will not be liable for any other expenditure incurred or loss sustained by the Hirer arising from the cancellation.
- c) The Manager may cancel further bookings not paid for in accordance with these regulations.
- d) The Manager shall at all times during the hire period have free ingress and egress to and from the hired premises.

### 5. Cancellations by the Hirer

- a) In the case of a one-off (Special Event) booking the charge will remain due should the hirer choose to cancel. Should the manager re-let the facility, the manager may return up to 75% of the charge to the hirer.
- b) In the case of multiple (Block Bookings) bookings the Manager requires one month's written notice. Failure to comply will result in the Hirer being liable for payment of any outstanding hire charges plus a further month's hire charge from the date on which notice of cancellation is received. Cancellation of occasional dates within the Period of Hire must be paid for unless the facility is re-let.

### 6. Responsibility of the Hirer for Good Order and Safety

- a) The Hirer shall ensure that all users of the facility 'under or by virtue of the hiring' comply with bye-laws and Regulations of the building (deemed to be incorporated within these conditions) and the Hirer shall be liable to Trafford Leisure & to the owner
- b) The Hirer shall employ a sufficient number of stewards as required by the Manager to maintain good order during the hiring and shall expel any person acting in a disorderly manner or disobeying the instructions of the Manager.
- c) In the case of Pool Hire the Hirer shall be responsible for the provision of suitably qualified Lifeguards and copies of current qualifications must be provided at the time of booking.
- d) The Hirer shall comply with the conditions of the Normal Operating Procedures as applicable at the time of hire.
- e) Coaches, Competition Referees and gala organisers should ensure skilled supervision is provided throughout the period of Hire.
- f) Seating must not be rearranged or added to and all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency. It is the responsibility of the Hirer to inform his/her guests as to the position of the emergency exits and procedures in case of fire or other emergency.
- g) The Hirer shall ensure that no nails or screws etc. shall be driven into any part of the premises, its structure or fittings.
- h) The Hirer shall not allow the use of French Chalk, wax, powder or crystals on the dance floor.
- i) The Hirer shall not allow the drinking of fluids or the eating of food stuffs in the sports areas.

### 7. Food Hygiene

The Manager may refuse to accept onto the premises any food which is seen to contravene the requirements detailed below

- a) General Food Hygiene Regulations 1995
  - i. Keep yourself and your clothing clean
  - ii. Always wash your hands thoroughly - before handling food, after using the toilet, handling raw foods or waste, etc.
  - iii. You must not prepare food if suffering from any skin, nose, throat, stomach or bowel disorder or have an infected wound
  - iv. Avoid all unnecessary handling of food (use utensils or food handling gloves where possible).
  - v. Do not smoke, eat or drink in the food preparation area. Never cough or sneeze over food.
  - vi. Do not prepare food too far in advance of service to your guests.

- b) Food Safety (General Temperature Control) Regulations 1995
  - i. Chilled food must be kept at 8°C or lower. Cold food on display or for service may not be warmer than 8°C and displayed for a maximum of four hours.
  - ii. Hot food should be kept at 63°C or hotter.
  - iii. Keep perishable food either refrigerated or piping hot.
  - iv. Keep the preparation of raw and cooked foods strictly separate.
  - v. Keep all equipment and surfaces clean
  - vi. Follow any instructions on food packaging.

### 8. Breach of Conditions

Any Booked Period or Period of Hire may be cancelled or terminated by the Manager for breach of these conditions. The Manager's decision shall be final. The Hirer shall remain liable for the charges due up to that time but without prejudice to any claim which Trafford Leisure may have against the Hirer arising out of the breach or otherwise.

### 9. Admission

The Manager may refuse admission of any persons without giving reason for doing so. He/she may similarly require any person to leave the Building.

### 10. Charges

Trafford Leisure acting through the Manager, reserve the right to alter charges, availability of facilities, and to cancel bookings without notice.

### 11. Damage to, or Loss of, Property

Trafford Leisure does not accept any liability or responsibility for loss or damage to any property or articles or anything whatsoever brought into or onto the facility or any part thereof.

### 12. Injury

- a) Use of the building and of all equipment, facilities and amenities thereof is permitted entirely at the user's own risk. Trafford Leisure shall not be liable for any personal injury, including fatal injury, to any user, or for consequential loss, however any such injury or loss is caused.
- b) Lack of/or inadequacy of supervision of the use of any equipment, amenities or facility shall not be deemed to constitute negligence by Trafford Leisure unless such supervision has been expressly arranged by the Manager.

### 13. Parties Responsibilities

#### Parties shall

- a) Comply with all reasonable instructions and requests of the Manager
- b) Carry out and observe the bye-laws and all instructions, regulations and conditions of Trafford Leisure and the Facility being hired relating to the use of the building which may be published from time to time by notice in the building.
- c) Pay Trafford Leisure / Owner on demand the cost of repairing, replacing or re-instating in respect of any damage done to the facility, the fixtures, fittings, apparatus, equipment, furniture or other contents thereof by the hirer or by any person participating jointly with the hirer or under the hirer care or control in the use of the facilities or premises. Such loss will be certified in writing by Trafford Leisure whose decision will be final and will include any contingent loss Trafford Leisure may sustain through the inability to let any part of the building, equipment, amenities or facilities during the time necessary to make good the loss, damage or injury.
- d) Indemnify Trafford Leisure and the facility being hired against all claims, demands, actions or proceedings in respect of any person or damage to, or loss of, any property belonging to any person arising out of use of the facility otherwise than as a result of the defective condition of the building, the fixtures, fittings, apparatus, equipment, furniture or other contents thereof or the negligence of Trafford Leisure / Owner.
- e) Indemnify Trafford Leisure and the facility being hired against all claims, demands, actions or proceedings in respect of any infringement of copyright by any unauthorised performance, or use of any contrivance to reproduce recorded performance, at the building that may occur during use of the facility.
- f) Ensure that the part of the premises and any equipment used is left in a tidy, clean and orderly condition by the end of the Period of Hire.
- g) Refrain from any conduct which is unseemly or unsporting or which might cause annoyance or danger to other parties.
- h) Only consume refreshments in the cafeteria and bar areas and other areas as agreed with the Manager.
- i) Wear appropriate dress for the activity in which parties are participating. Non Marking shoes must be worn in indoor playing areas.
- j) Observe all regulations and conditions applicable to any music and dancing or premises license in operation at the facility.

#### Parties shall not

- a) Consume refreshments which have not been purchased in the building unless with the express permission of the Manager.
- b) Bring into the building any dangerous or obnoxious article or substance. Glass articles are not permitted other than in the licensed bar area.
- c) Bring or permit to remain in or on the premises any animals of any kind other than a visually impaired person's guide dog.
- d) Sell or attempt to sell or supply to other users any goods of any description whatsoever unless with the Managers express permission.
- e) Put up any notices or decoration without the Manager's approval.
- f) Take any photographs at the building whether still or moving with any contrivance. Permission is required to arrange any filming or television of any performance or interview.
- g) Play by any means any recording or live performance of any work which will infringe any copyright. Any approval or license or authorisation must be obtained in advance and produced for approval by the Manager.
- h) Advertise or publicly announce any event to take place in the building until the booking is confirmed in writing.
- i) Alter or interfere with any equipment or fittings of the building or the structure thereof.
- j) Smoking including E- Cigarettes is not permitted inside any building and at certain premises; this includes the grounds. A Smoke Free Policy is in place and must be adhered to.
- k) Wear or use any article or apparatus which may cause harm to other swimming pool users e.g. flippers, snorkels, masks, balls. Goggles may be used provided the lenses are not made of glass or other breakable material.

### 14. Car Parks

In order to maintain good relations with the local residents users shall refrain from slamming car doors and using horns or doing anything to cause nuisance or annoyance.

### 15. Breach of Regulations

In the event of any breach of these regulations the user may be required to leave the facility and forfeit the charge paid by him but without prejudice to any claim which Trafford Leisure may have against him.