



# BELLE VUE GIRLS' ACADEMY

## LETTINGS POLICY & TERMS AND CONDITIONS OF BOOKINGS

<b>Reviewed by</b>	<b>Approved by</b>	<b>Date of Approval</b>	<b>Next Review Date</b>
MH	LGB	December 21	December 23

## TERMS AND CONDITIONS OF BOOKINGS

### 1. Interpretation

In this contract the following words have the following meanings:

- **“the Facility”** means any internal and/or external areas with the Zara Sports Centre.
- **“the Hirer”** means the nominated and named person who signs this Contract (and includes any agent or person acting on behalf of the Hirer)
- **“the organisation”** here the named organisation with a membership and/or affiliation is also named in this Contract as the Hirer. That organisation shall also be considered the Hirer and shall be jointly and severally liable with the person who signs this Contract.
- **“the social group”** here the group or body of persons with no membership or affiliation. The group nominates a designated lead person who is the controlling mind and also named in this Contract as the Hirer.
- **“the Academy”** means Belle Vue Girls’ Academy.
- **“the Zara Staff”** the staff acting on behalf of the Academy and who are present at all bookings.

### 2. Booking

- Application for the use of any of the Zara facilities must be made by requesting a booking online.
- Where Belle Vue Girls’ Academy hire or rent out Zara Sports Centre to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they will ensure that appropriate arrangements are in place to keep children safe.
- A Booking will only be confirmed upon receipt of a completed booking form and after receiving the following documentation if working directly with children:
  - Risk Assessment for the activity
  - Enhanced DBS check (Inc barred list check if in regulated activity) for all staff working with the group/association
  - Public Liability Insurance certificate
  - Safeguarding Policy
  - Equality Policy
  - First Aid Qualification
  - Relevant coaching and safeguarding certification
- All bookings will be subject to an annual review on the 1<sup>st</sup> of April, priority will be given to existing bookings.
- The Sports Centre and Academy reserves the right to refuse any booking.
- The Sports Centre and Academy reserves the right to ask for references.

### 3. Bookings Relationship

By agreeing to these terms and conditions the Hirer is acknowledging that the Zara Sports Centre is the event hosts and not the event organisers.

The Hirer must ensure that a named responsible person will be present on the premises at all times during the period of use.

### 4. Cancellation

In the event that the Zara Sports Centre has to cancel a booking the Hirer will be informed as soon as possible.

The Zara staff may in their absolute discretion cancel the booking of facilities on any or all of the dates for which they are hired, for any reason including, but not limited to, the following reasons:

1. the Zara staff deciding to enter into a transfer of control agreement
2. repairs or alterations being carried out
3. Academy closure (permanent or temporary)
4. the premises being required for the Academy purposes or for an election or other public purposes
5. fire, flood, epidemic or other emergency
6. industrial dispute affecting the Academy
7. the receipt of a direction from the local education authority or its agent
8. an annual booking or event
9. breach of any of the provisions, terms or conditions of this contract by the Hirer
10. if in the opinion of the Zara Staff the financial position of the Hirer has become untenable e.g. the bankruptcy of an individual; or a company, entering into liquidation
11. likely or actual breach of the peace
12. any use or proposed use of the room, which the Zara Staff or Academy consider unsuitable

If the Zara staff cancels the hiring for any of the reasons set out at 2-7 above, the Hirer may claim repayment of any hire charge already paid, but in all other cases the Zara Sports Centre may retain the payment.

**The Hirer may cancel the letting by giving 3 days' notice at no cost. If less than 3 days' notice is received payment is due unless the venue can be re-let, or if at the discretion of the Academy the session(s) can be rearranged.**

#### **5. Assignment of the Contract**

This Contract is attributed to the Hirer acting on behalf of their relevant organisation or "social" group. The Hirer must not assign the Contract or sub-let the venue to any other named Hirer or organisation. The Hirer will, within reason, not exceed the agreed number of participants on any one occasion. Please contact the Zara Staff if you anticipate any chance of numbers or circumstances to ensure the facilities meet your requirements.

#### **6. Admission**

The Hirer must not admit to any of the facilities a greater number of persons than the number specified as the maximum occupancy for that Room or facility. Where a maximum occupancy is not specified, the Hirer must not allow the rooms to become overcrowded.

The Academy shall have the right to enter any of the facilities at any time, and/or to refuse to admit or readmit any person to the facilities.

#### **7. Times of Hire**

The times agreed for the hire of facilities must be strictly adhered to. If they are not, the Zara staff reserve the right: -

1. to cancel the right to use the facilities on any future date and retain payments made, and
2. to charge the Hirer for the additional time the facilities are used (1 hour minimum) at the rate per hour calculated according to the agreement, plus any additional costs incurred. Each part of one hour shall be charged as a full hour.

**A warning 5 minutes after the agreed finish time will be issued after which, where possible, the lights will be turned out.**

#### **8. Condition**

The Hirer shall keep the facilities clean and tidy and clear of rubbish and shall leave the same in a clean and tidy condition at the conclusion of each period of hire. If they are not, **the Zara staff reserve the right to charge an additional cleaning fee of £15.**

#### **9. Keeping Order etc.**

The Hirer is responsible for the preservation of good order at all times during the booking and in addition, will not cause or permit any unlawful or dangerous act.

## **10. Gangways, Exits and Fire Precautions**

The Hirer will ensure that all gangways' staircases and passages leading to or from the facilities are kept free of any obstructions (whether permanent or temporary).

All Fire Hydrants, hoses and fire appliances shall be kept ready for immediate use, and nothing shall be placed so as to interfere with or obstruct free use of them.

All exit doors shall be left unlocked and unobstructed and immediately available for exit during the whole of such time as the facilities are in use.

The User accepts that he/she should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment and defibrillator. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated.

All safety regulations must be adhered to, e.g., fire exits must not be blocked, and the User is responsible for ensuring that nothing provided in the interests of health, safety or welfare is interfered with in any way.

## **11. Provision for Children**

A Booking will only be confirmed upon receipt of a completed booking form and after receiving the following documentation if working directly with children:

- Risk Assessment for the activity
- Enhanced DBS check (Inc barred list check if in regulated activity) for all staff working with the group/association
- Public Liability Insurance certificate
- Safeguarding Policy
- Equality Policy
- First Aid Qualification
- Relevant coaching and safeguarding certification

## **12. Provision of First Aid**

The Health and Safety (First Aid) Regulations 1981 do not require employers to provide first aid for members of the public.

It is the session/event organiser's responsibility to ensure the availability of medical, ambulance and first-aid assistance as appropriate for all those involved.

Employers are responsible for the provision of appropriate first-aid equipment, facilities and first-aid personnel in respect of their employees – this includes schools, as they are workplaces. Although the Regulations do not require employers to provide first aid for anyone else, HSE strongly encourages employers to consider non-employees when carrying out their first aid needs assessment and to make provision for them.

**We strongly recommend that your club always has at least one adult trained to administer First Aid.**

## **13. Equipment and Fittings**

The Hirer shall not without first obtaining written consent: -

- bring into the centre any furniture, fittings, temporary structures, equipment or inflammable materials
- exhibit any advertisements inside or outside the centre
- carry out or permit any works to any parts of the centre
- cause any nails, screws, or similar items to be driven into walls, floor or ceiling of any of the facilities or into any furniture fixture or fittings
- remove or alter any electrical wiring or fitting or fix or place any new electrical wiring or fitting
- Electrical equipment must carry a current PAT test label. The introduction of any equipment by the User must be authorised in advance in writing.

#### 14. Licences

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary licences have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the Academy before making any applications for any licence(s). It shall be the sole responsibility of the Hirer to pay any Royalties and other fees, becoming due as a result of the use of the facilities by the Hirer.

#### 15. Contracts/Bids

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary contracts have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the Academy before making any applications for any contract(s) and/or bid(s).

It shall be the sole responsibility of the Hirer to pay any Royalties and other fees, becoming due as a result of the use of the facilities by the Hirer.

Users must arrange for adequate supervision at each event.

**The User is responsible for maintaining a record of persons attending the session, (including spectators). In the event of an evacuation the user is responsible for ensuring all their party (including spectators) evacuate & meet at the assembly point in the car park/bus lane.**

#### 16. Large Events

1. **Large events can be organised but by invitation only.** If the Hirer hosts an event and invites other clubs and/or individuals the Academy would need to be given information on numbers of attendees and their interest.  
The Hirer must meet with the Sports Centre Manager and an Academy representative 4 weeks prior to the event,
2. **The hosting of events 'open to the general public' is subject to authorisation by the Sports Centre Manager so that we can be certain that we will be compliant with necessary legislation and appropriate building security systems.**
3. **The hosting of events where fundraising involves profit for traders is also strictly forbidden.** The concern here relates to organisers taking a levy and the traders also taking a potential profit.  
Fund raising ideas must be devised that provide return only for the event organiser.
4. **Event Administration**  
The Hirer **MUST** provide the Academy with any and all of the below paperwork:
5. **Procedures Required** Evidence of the following needs to be provided prior to the event
  - **Proof of qualifications and DBS clearances where appropriate**
  - **Risk assessment** In line with agreed schedule provide an operational Risk Assessment
  - **Methodology statement** How you intend the event to run.
  - **Insurance** Proof of cover (public liability, indemnity etc.)
  - **Extension leads** Extension leads/cables need to be PAT tested and PAT stickers need to be identifiable
6. **Event Operating Hours.** If the centre is required to open or close earlier or later than the stated opening hours the hirer will be charged accordingly.  
Where possible event set up must be within the stated Sports Centre opening hours.

#### 17. Reproduction of Broadcasting, Photography etc

The Hirer shall not use or allow the facilities to be used for any film, radio, or television production and shall not without the written consent of the Academy, by any means transmit or permit transmission of any entertainment, exhibition meeting, performance, event or happening of any kind in or from the Academy.

#### 18. Cloak/Changing Rooms

Use of cloak/changing rooms is entirely at the Hirer's risk and the Academy shall not be liable for any loss or damage however incurred arising from the use of the cloakroom, and the Hirer shall indemnify the Academy in respect of all costs and claims arising from the use of cloakrooms.

- Where the changing rooms are hired for the purpose of a football fixture you will have access for 30 minutes prior to and after the match. No personal belongings are to be stored in the changing rooms during the match and they must be left in an acceptable state. The "home" team will be liable for the "away" teams changing room if anything is broken or if it is left in an unacceptable state and a charge of £15 will be issued to cover any extra cleaning costs or an invoice sent to cover the cost of broken items and or any repair work that may need to be carried out.

### **19. Vending Services**

A range of hot drinks and water will be on sale in the reception area.

- **Alcohol.** The sale or consumption of alcohol is strictly forbidden at any time in the Centre.

### **20. Sale of Goods**

The Hirer shall not without the previous written consent of the Academy sell or exchange or permit the sale or exchange in the facilities of any goods of any kind, save for merchandise, tickets or programmes relating to the event for which the facilities have been hired.

### **21. Damage**

The Hirer shall be responsible for any damage done to the facilities and access ways, and any furniture, equipment, fixtures and fittings and any property of the Sports Centre during the time the facilities are hired. If any damage does result or if any items owned by the Academy are lost or subsequently found to be missing, the expense of making good, repairing or replacing the article shall be paid by the Hirer to the Academy on demand.

All facilities and equipment in use will be subject to a daily check, by the Zara Staff and the Hirer will sign the "signing in" book as they enter the building to denote that they are all in working order.

All hirers are advised to check the facilities and equipment before the commencement of their activity if they are concerned with any aspects report it to the Zara Staff.

**Use of the car park facilities are at the owner's risk.**

### **22. Property**

The Academy and Sports Centre will not be responsible for the safe custody or for loss or damage, however caused, to any property of the Hirer or of any other person on the Academy premises, arising directly or indirectly from the Hire of the facilities.

The Hirer shall at the conclusion of each period of hire remove all property brought on to the Sports Centre premises by the Hirer or any other person on his behalf unless prior written consent of the Academy to store such property is obtained.

All property stored in the Sports Centre will be subject to the yearly G.E.M.S inspection (carried out in August), anything found to be faulty or condemned must be repaired as quickly as possible or removed within 48 hours. There will be an additional cost linked to storage and G.E.M.S checks. Any such property that has not been removed after a reasonable time has elapsed after the Hirer has been advised to remove the property may be disposed of as the Academy think fit.

### **23. Equipment**

**The Hirer shall ensure that any equipment used in connection with such provision is safe, free from defects, and suitable for the purpose.**

The Hirer shall ensure that all equipment mentioned in the contract is used correctly and the Hirer shall pay to the Academy the replacement cost of any equipment which is lost or made incapable of efficient use and the Hirer will indemnify the Academy in respect of all costs and claims arising out of the Hirers negligent or misuse of equipment.

### **24. Declaration of Risk**

In the event of any claim being made by any person or persons in respect of

- Death or personal injury damage
- Loss or damage to any property arising from or in connection with the hiring

- Any breach of any legal requirement on Academy and Sports Centre premises during the time the facilities are hired to the hirer
- For any purpose connected with any event for which the facilities were hired by the Hirer.

The Hirer shall be solely responsible to the extent permitted by law and shall indemnify the Academy in respect of all claims, except that the Hirer shall not be responsible for any damage or loss caused by the act neglect or default of the Academy.

## **25. Insurance**

The Hirer shall take out to the satisfaction of the Academy, appropriate insurance cover in respect of their own legal liabilities arising out of and in connection with this hire contract and produce said documentation to the Academy who should retain a copy. No hiring shall take place unless such insurance is satisfactory to the Academy.

It is a requirement that all organisations have an up-to-date Public Liability Insurance Certificate. A copy must be provided with this booking form.

Third party insurance cover to be taken out prior to the Period of Hiring to meet any claim action or liability including death and personal injury brought by an individual using the Academy or any part thereof under this agreement or any dependent of such a person.

If a copy of the above certificate is not received at least 3 days prior to the Licence Period, the Academy reserves the right to cancel the booking (without Liability to the Hirer) if the insurance cover in operation is inadequate.

## **26. Right of Appeal**

Please note if the Academy or Zara Team make the decision to cancel your booking an appeal can be made in writing to the Academy.

## **27. Amendment to Contract**

Any changes to these Terms and Conditions will be sent in writing and will form the basis of a new Contract.

## **28. Payment:**

- **Payment by invoice** is preferable and is the default position for the majority of customers. Where the Academy agrees to this, invoices will be raised in the first week of the month following the lettings. Payment will be due within **14 days**. Where payment is not received within this timescale, facilities will be withdrawn due to non-payment. The trust reserves the right to alter payment terms to reflect the payment history of the Hirer. Cheques are to be made payable to Belle Vue Girls' Academy.