

Terms and Conditions of Use

In reading the terms and conditions below it is important that The Hirer read 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 Premises	Means Normanton Park PlayZone and Cruyff Court
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

4. Hire Conditions for Normanton Park PlayZone and Cruyff Court

- a. The Hirer is responsible for risk assessing their activity and ensuring that the Activity adheres to The Premise's health and safety regulations, which will be displayed within The Premises.
- b. You will be responsible for ensuring that the Premises are left in the same condition that it was at the start of the Hire Period.
- c. Users of the Playzone and Cruyff Court must comply with the Equality Act 2010 and all other laws.

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 The Hirer failed 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 Premises during the activity.
- 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 you an official confirmation acceptance of your booking in writing via email only.

- f. As Hirer, you may not transfer a booking to another hirer. This 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 users or cause damage to the Premises.
- h. The minimum booking time is 55 minutes. 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 premises does not exceed the fire safety regulations. This is for health & 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 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 Premises hired and no other.
- j. Hiring the Premises does not entitle The Hirer to enter or use Premises at any other time other than the Hire Period booked and confirmed unless otherwise arranged with the Designated Officer beforehand. This includes setting up, dismantling equipment and tidying up after use.
- k. Suitable footwear and clothing must be worn whilst on The Premises. Footwear should not mark, scratch, dent or rip the flooring. Damage may be caused by inappropriate footwear such as studded boots or pointed heels. The Hirer will be responsible for any damage caused by inappropriate footwear during the Event.
- l. 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 a Level 2 Food Hygiene training.
- m. Only suitable or authorised equipment should be used whilst on The Premises. Equipment should not mark, scratch, dent or rip the flooring. The Hirer will be responsible for any damage caused by inappropriate equipment during the Event.

3. Cancelling Bookings

- a. We may cancel your booking where events are beyond our reasonable control and your Event cannot take place. In such circumstances, we shall 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 reserve the right to cancel a booking at any time in the event of an emergency. In such instances, The Hirer shall be entitled to a refund of any deposit or booking already paid.
- d. You must give at least 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 extreme weather conditions then we will not charge The Hirer and an alternative date will be offered.

4. Charges and Payments

- a. We set the scale of charges to use the premises and reserve the right to vary these. We will give a minimum of 4 weeks' notice before any hire price changes are made. Any already confirmed bookings will not be subject to any price changes.
- b. All bookings will be invoiced through our Accountant, via the email jhyde@klnaccountancyservices.co.uk 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 jhyde@klnaccountancyservices.co.uk email.
- c. If The Hirer does not pay the balance on time, we shall treat this as a breach of the terms and conditions and may cancel your booking.

5. Premises and Equipment

- a. The Hirer **must not under any circumstances** screw, nail, or affix anything onto the Premises' cage or surface. Please seek confirmation from the Designated Officer before using other adhesives such as sellotape and blue tack.
- b. The Hirer must not fix decorations, flags, emblems, or anything else without the prior consent of the Designated Officer in writing.
- c. The Hirer is responsible for removing all equipment, decorations, refreshments, waste/litter and all other goods not belonging to Sporting Communities 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 left clean. 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 used during the Hire Period unless the damage is the result of our negligence. Types of footwear which are likely to cause damage to the surface, for example, steel studded 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 on the Premises.
- 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 equipment not belonging to them is not removed from the Premises.
- i. We conduct regular risk assessments of The Premises. 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.

6. Insurance and Indemnity

- a. We have Hirer's insurance to cover personal hire of The Premises. However, The Hirer must ensure that they have adequate insurance in place for their booking/event.
- b. We will require The Hirer (where applicable) to provide evidence of sufficient and appropriate insurance before your booking/event can proceed.
- c. 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 on the Premises after The Hirer's Event will remain at the Normanton Park 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 deemed unsafe it must be immediately removed from the Premises. Bottled gas, portable ovens and microwaves **must not** be taken onto 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 regarding emergencies and must ensure that all relevant Health and Safety information is read and understood. All rules and regulations are abided by not only by The Hirer but also by their guests or group members.
- 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. You keep every entrance and exit clear and ready for emergency use.
 - iv. No bonfires/fireworks will be permitted on the Premises or grounds.
 - v. No barbeques will be permitted on the Premises or grounds.
 - vi. 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 have adequate supervision and control of children and young people attending the Event by the Children's Act 1989.
- b. Any regulated activities on the Premises must first obtain the written agreement of the Designated Officer 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. 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 in direct 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 is 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 by 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 residents then the Designated Officer will converse with The Hirer to make the required alterations to the Event.
- c. If it becomes apparent The Premises are 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 Premises and We will not refund any hire fees.
- d. Foul or abusive language, violence and wilful damage towards staff, 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 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. Incidents will be reported to the police and any other relevant authority.
- g. Please acknowledge and use the 14 rules of the Cruyff Foundation displayed as a guide.

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 Premises. We will only use any imagery with the written consent of 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 ali@sportingcommunities.co.uk before the Event.
- b. Any licensed music played in a public space outside must be covered by their own licence.
- c. Nothing shall be done on or around the Premises in contravention of the law relating to Betting, Gaming and Lotteries. Any persons or Associations responsible for activities held on the Premises shall ensure that the requirements of the relevant legislation are strictly observed.

13. Faults, Damage and Comments

- a. If The Hirer has any complaints, please notify the Designated Officer of your issues as soon as possible. The Hirer may be requested to confirm the complaint in writing at the 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 experience so that we can further improve the services on offer.

If you have any queries relating to the hire or require any further information, please email ali@sportingcommunities.co.uk