

BROADCLYST LEISURE CENTRE USER AGREEMENT

Terms & Conditions

Hiring agreement

Broadclyst leisure centre agrees to permit the hirer use of the premises for the activity and period outlined on the application for hire form. All details entered on to the booking form are part of this agreement. The hiring agreement includes the conditions set out below:

conditions of hire

1. Age

The hirer must be over the age of 18, any member of the hiring party under the age of 18 must be supervised at all times.

2. Supervision

The hiring party will be responsible for supervision of the premises for the duration of the booking, this includes the changing rooms, toilets, balcony area and any additional areas of the centre used by the hiring party as stated in the application for hire.

3. Use of premises

The hiring party will be responsible for opening the building, this includes deactivating the alarm and carrying out a building check prior to the hiring period commencing.

The hirer will not use the premises (including the car park) for any purpose other than the activity described in the application for hire and shall not sub-hire or use the premises for any unlawful or unsuitable purpose which could invalidate the centre's insurance policy.

4. Insurance and indemnity

LED has taken the appropriate measures to ensure that the building and individuals within the building are covered by appropriate insurance.

The hiring party will be responsible for setting up and packing away the centre's equipment, LED will grant access to the centre's equipment for the duration of the booking.

In any instance where damage(s) occurs to the building or equipment whilst under the supervision of the hiring party, LED will seek to recover any losses occurred from the subsequent damage(s).

5. Music Copyright licensing

The hirer shall ensure that the leisure centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

6. Child Protection Policy

All coaches, instructors and teachers hiring the facilities for the purposes of teaching others will be required to produce evidence of suitable qualifications, insurance, DBS disclosures and where applicable affiliation to relevant governing body before confirmation of a booking can be made.

Hirers must evidence their own child protection policy (where appropriate) or adopt LED's own policy, a link is provided in this application for hire form.

A list of all coaches involved in the delivery of the activity should be provided to the centre and updated as changes occur.

7. Risk Assessments

The hiring party are expected to undertake and provide risk assessments for all aspects of their activity. A template can be provided to assist with this, this can be provided by the centre manager upon request.

8. Electrical appliance safety

The hirer shall ensure that any electrical appliance that has been brought onto the site shall be in a safe working order and used in compliance with the Electricity at work regulations 1989.

9. Emergency Procedures

As part of the hiring agreement LED will provide the hiring party with detailed instructions of dealing with emergency situations, a copy of the centre's emergency escalation procedures will also be accessible on site. The hiring party will be responsible for keeping a copy of this with them at all times and refer to the document if such emergencies arise.

10. Accidents and incidents/ near misses

Any accidents and incidents/near misses must be recorded using the first aid and near miss forms located in the foyer, these need to be posted in the box adjacent to the forms for management to review.

11. Noise

The Hiring party will be respectful when using the centre and ensure that noise is kept to a minimum when entering and exiting the building.

12. Drink and illegal substances

Under no circumstances shall drink and illicit substances be brought onto the premises.

13. Smoking

Smoking is strictly prohibited on site; this includes the surrounding car park and tennis courts.

14. Explosives and flammable substances

The use of explosive and flammable substances is strictly prohibited on site.

15. Cancellation

Recover, by such means as are deemed necessary:

- a. Any charges unpaid, resulting from the non-uses of a facility previously booked, other than for casual bookings, and not cancelled 14 days in advance.

16. End of hire

At the end of hire the hiring party will be responsible for carrying out a building check and ensuring that all doors and windows are secured, the building has been vacated and the alarm is set.

I Hereby confirm that I have read and understood the above and will follow the terms outlined in this user agreement:

Club/Hiring Party:

Hiring Party Name:

Hiring Party E-Signature: