



DERBY ACTIVE

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Terms and Conditions of Hire for Block Bookings

Terms used:

We, our, us	means Derby City Council
You	means the Hirer, or the person signing the block booking application.
Manager	means the Manager of the Facility or their nominated representative
The Facility	means the whole of the Facility
Premises	means the part of the Facility booked for hire

1 Hirer's Responsibility/Liability

- 1.1 You, as the Hirer, are personally responsible for complying with these conditions with the participants of your booking.
- 1.2 Before the block booking start date, you must complete, sign and return the application form accepting personal responsibility for compliance with these conditions.
- 1.3 We have the right for our employees or agents to enter the premises during the block booking to make sure you comply with these conditions of hire.

It is the Hirer's responsibility to:

- Be present at the block booking at all times
- Comply with all relevant conditions, byelaws and statutory laws
- Make sure that the block booking is as safe as possible
- Make sure that the block booking starts and finishes at the specified times
- Make sure that you comply with any instructions given by the Manager of the facility, or emergency services.
- Make sure that the block booking does not disrupt other users of the Facility
- Inform all participants involved in the block booking of the hire conditions.

2 Booking Applications

- 2.1 We only accept block booking applications to use any part of the facility on the Council's official block booking application form.
- 2.2 We may, at our discretion, refuse an application.
- 2.3 We will send an official confirmation acceptance of your block booking to you in writing, which will include individual conditions which must be met.
- 2.4 You may not transfer (including subletting) your block booking without the agreement in writing beforehand from the Manager of the facility.
- 2.5 Any unauthorised transfer of block bookings may result in the Manager of the facility refusing to accept any future bookings from you or cancelling your existing booking
- 2.6 The Manager of the facility reserves the right to refuse any application or cancel any block booking. The Manager also reserves the right to stop the block booking taking place if any conditions are not met.

3 Cancelling or Rescheduling Bookings

Council

- 3.1 We may cancel and/or reschedule your block booking where events beyond our control mean that your block booking cannot take place. We will try to give 28 days' written notice but this may not always be possible, in which case we will give you as much notice as practicable. You will be entitled to a full refund of any payment you have made to us in respect of the block booking.
- 3.2 We may cancel and/or reschedule for some other reason. We will try to give 28 days' written notice but this may not always be possible in which case we will give you as much notice as practicable. You will be entitled to a full refund to any payment you have made to us in respect of the block booking.
- 3.3 We may cancel your block booking if you breach the Conditions of Hire. If we cancel your block booking for this reason we will take reasonable steps to minimise our losses, but you will be liable for any reasonable and foreseeable losses that remain.

Hirer

- 3.4 You must give us 28 days written notice to cancel the block booking completely.
- 3.5 You must give us 7 days written notice to cancel a session. This cannot be employed during the 28 day notice period for complete cancellation.

- 3.6 If you do **not** give the adequate written notice to cancel we will take reasonable steps to minimise our losses, but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.7 Where you are liable to pay our losses we may apply any part payment by you to offset your liability

4 Charges, Part Payments and Payments

- 4.1 We will charge advance block bookings at charges applicable at the time of booking.
- 4.2 The Council sets the scale of charges to use the Premises or equipment and has the right to vary the charges. We will try and give at least 28 days' notice of any increase in charges, but this may not always be possible. If as a result of any increase in charges you decide not to go ahead with the block booking, any payments already made will be fully refunded.
- 4.3 You must pay your block booking in advance. If you request to pay by invoice you must pay one month in advance, for bookings that do not require an invoice payment must be made 7 days in advance.

5 Hire Period

- 5.1 Hiring the facility does not entitle you to enter or use them at any other time other than the hire period booked and confirmed, unless you arrange this with the Manager beforehand.
- 5.2 Setting up and dismantling equipment must take place within the hire period unless otherwise agreed beforehand with the Manager. If you use the Premises beyond the hire period you will be liable for an additional charge at the hourly rate, to the nearest 15 minutes

6 Premises and Equipment

- 6.1 You may only use the Premises for the purpose shown on our official block booking confirmation and conditions unless you get written permission from the Manager beforehand.
- 6.2 If your proposed use of the Premises includes an activity that is not covered by our insurance we may increase the published charges and impose additional conditions. We will tell you of these additional charges or conditions before a contract is concluded.
- 6.3 You must comply with all reasonable requests made by the Manager or the facility staff during your block booking.

- 6.4 You must not drive screws or nails into the Premises' walls, floor or ceiling or into any fixture or fittings.
- 6.5 You must not fix decorations, flags, emblems or anything similar to the walls or fixtures without the Manager's consent in writing beforehand.
- 6.6 You are responsible for removing all equipment, decorations, fittings, refreshments, and all other goods not belonging to us at the end of your hire period.
- 6.7 You must make sure the Premises are clean and tidy at the end of your hire period and all waste and rubbish is collected and put in a refuse bin.
- 6.8 You 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.
- 6.9 Smoking / Vaping is not permitted in any part of the Facility.
- 6.10 You may not sell or auction any goods in the Premises without written agreement from the Manager.

7 Image Recording Equipment

- 7.1 The use of image recording equipment in the Facility is **not** permitted, without the permission of the Manager. Image recording equipment means:
 - Cameras
 - Video recorders
 - Mobile phones, ipads, or other equipment that can record or take images
- 7.2 If a person is authorised to use recording equipment they are still not permitted to use the equipment in the following areas:
 - Changing rooms and toilet areas
 - Areas where children are taking part in an activity session
 - Gym
 - Dance studio

You will be required to complete an image recording form. Any person authorised to use recording equipment will be required to wear an identity badge.

8 Liability for Injury or Lost or Damaged Property

- 8.1 The following provisions set out the extent of the Council's liability for death or injury to persons or for damage to or loss of property.
- 8.2 We will pay fair and reasonable compensation if we cause death or personal injury or loss of or damage to property as a result of:
 - Negligence by us, our staff or agents or

- Breach of any of our statutory or contractual obligations.
- 8.3 We will not pay compensation to the extent that the death, injury, loss or damage is due to:
- your own fault, or
 - In the case of loss or damage to property, your failure to properly use facilities provided by us for the security and protection of property
 - A person unconnected with our provision of facilities or services
 - Events which we, our staff, our agents could not have foreseen or anticipated even if we had taken reasonable care.
- 8.4 Any property left at the Premises after the block booking will be dealt with under our lost property procedure details of which are available from reception. We will dispose of any unclaimed property in accordance with this procedure.

Insurance for Commercial bookings

- 8.5 You must take out sufficient and appropriate insurance for your booking including liability insurance for death or injury to persons or loss or damage to property including the Centre, Premises or equipment of the Council. Such insurance must indemnify the Council against any claims that may be brought against it arising from your booking other than those for which the Council are liable under 8.3.
- 8.6 You may be required to provide evidence of Electrical Safety Certificates and Risk Assessments.

9 Safety

- 9.1 You must take all reasonable safety measures and follow the facility regulations. You can obtain information on the Health and Safety at work Act 1974, the bylaws and codes of practice relating to sports centres from the Centre Manager.
- 9.2 You must ensure that all persons attending the block booking use the premises, facilities and equipment in a proper manner having regard to any relevant guidance, bylaws or regulations.
- 9.3 You must not alter or add to the lighting, loudspeakers, microphones or any other electrical equipment without agreement in writing beforehand from the Manager.
- 9.4 All electrical equipment you use must have a current electrical safety certificate and also be approved by the Manager.
- 9.5 You must provide a sufficient number of officials or stewards to supervise your booking. You must make sure you adequately supervise and control children attending the booking.
- 9.6 You are responsible for all persons involved in supervising the booking other than our staff, and ensuring that they are suitable, competent and properly trained. In particular, you should consider having persons involved with organising or

supervising your booking checked through the Disclosure Barring Checks (DBS) if your booking involves children and those persons are likely to be directly in contact with the children. We carry out any appropriate DBS checks on our own staff.

9.7 Fire Safety - You must make sure that:

- all inflammable materials you use in displays or in costumes in the block booking are treated and maintained with a fire-resistant solution
- during the block booking, no-one interferes with fire doors with automatic closures
- you keep every corridor, entrance and exit clear and ready for emergency use
- no-one interferes with the fire extinguishers
- You comply with all other safety guidelines the Manager or staff brings to your attention.

10 Accommodation Limits

10.1 You must not exceed the maximum accommodation limits listed for the Premises. Please note these numbers may vary dependent on the event set up requirements and other activities taking place in the facility. Please speak to centre staff for centre specific limits.

10.2 The Manager may reduce these numbers in some circumstances, after first discussing it with you. Should any revised accommodation numbers be unacceptable to you and you no longer wish to proceed with the block booking, you will receive a full refund of any payment made.

11 Supervision and Safeguarding

11.1 You must make sure you adequately supervise and control children and young people attending the block booking and adhere to our under eight's admission policy at all times. A copy of the under eights admission policy is available at reception.

11.2 You agree to comply with current national legislation and/or the relevant National Governing Body guidelines in regard to the making by the Hirer of appropriate recorded checks and procedures in respect to individuals whom you intend to work with children or vulnerable adults during the hire period, prior to such work commencing.

12 Unacceptable Behaviour

12.1 The Manager, if considered appropriate, may cancel your block booking if it is considered to contravene standards of decency, bringing the Council into disrepute, be likely to lead to public disorder or pose a risk to persons attending the booking or other persons using the facility. This includes staff or if it may result in damage to

equipment, the premises or the facility. If a booking is cancelled under these circumstances any payments made will be fully refunded.

- 12.2 The Manager may terminate the block booking or order partial clearance or the removal of any individual if there is any indecent, disorderly or dangerous behaviour that poses a risk to persons at the facility or damage to the facility or equipment during the block booking.

13 Advertising

- 13.1 You may not exhibit any advertising material within the Premises or at the Facility without the Manager's approval beforehand.
- 13.2 You must submit all proofs of posters and other publicity material, showing the correct name and location of the facility, to the Manager for approval before they are printed or displayed. The Derby City Council logo must not be used on any promotional material without prior consent.

14 Licencing

- 14.1 If your block booking includes music, you are responsible for obtaining a Performing Rights Society Licence (PRS).