

## Farmor's Sports Centre Ltd. Hire Agreement Terms and Conditions

### APPLICATION

- All communication for the hire of the premises must be returned to the Centre Manager, Farmor's Sports Centre Ltd.
- The Hirer shall not sub-let or part with possession of the Sports Centre or any part thereof.
- The Sports Centre may require further information concerning any application for the hire of the premises.

### APPLICANT

- The Applicant must be over 21 years of age and shall be responsible for all payments and terms of hire.

### FEES

- On receipt of an invoice, the hiring fee shall be paid to Farmor's Sports Centre Ltd, prior to the date of the booking.
- Special arrangements may be made for payment for multiple bookings at the discretion of the Centre Manager.
- Charges may be liable to be increased for future bookings at the Sports Centre's discretion at any time. For multiple bookings the charges will only be increased for periods that have not yet been paid for.

### VAT

- Certain block bookings by certain hirers such as a sports club may be exempt from VAT (an 'Exempt Booking'). Conditions for this includes a minimum booking of 10 consecutive weeks booking (a one week break is allowed) payable up front and the hirer be an official organisation with its own committee and public liability insurance. Where an Exempt Booking is cancelled or changed in such a way that it no longer qualifies as an Exempt Booking we will invoice you for any VAT due in connection with the booking.

### CANCELLATION

- Cancellations must be notified in writing to the Centre Manager. A cancellation fee is payable as set out below:
 

When Notice Received	Cancellation Fee
7 days or less before booking	100% of fee
8–14 days before booking	50% of fee
15–28 days before booking	20% of fee
29 or more days before booking	None
- If sufficient notice of cancellation is given a full refund may be payable if the hired facilities can be re let.
- The Centre Manager reserves the right to cancel a booking (or some part of it) without notice in the event of the premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and the refund shall be the limit of liability for such a cancellation.
- The Sports Centre will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the accommodation not being available by reason of war, civil commotion, force majeure, strike or any other industrial action, accident, natural disaster or other like cause.
- The Sports Centre may in such event, at its discretion return any fees paid, but will not pay any other compensation in respect, of such loss or damage. The decision of the Sports Centre as to whether or not the accommodation is available within the meaning of this Clause shall be final and binding on the Hirer.

### PERMISSION TO USE THE PREMISES

- The Applicant may use the premises for the purposes stated on their hire application form and no other purposes on payment of the hiring fee, insurance supplement fee (if applicable) and acceptance of the terms of this permission.
- The Sports Centre reserves the right any time to postpone a letting if it requires the use of the Sports Centre for its own purposes or for circumstances beyond its control.
- In the event of the premises not being vacated by the agreed stated finishing time, a charge of £10.00 per hour will be implemented.

### APPLICANT'S UNDERTAKINGS

The Applicant shall:

- Be responsible for the premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction.
- Take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity.
- Prevent damage to any part of the premises which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the premises connected with the hiring.
- In the event of any damage to the premises connected with the hiring pay to the Sports Centre, on demand, the costs of any such repair and any loss of income resulting from the premises not being used which is attributable to the damage.
- Not move or alter or add to any fixed furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Centre Manager.
- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the Centre Manager has been obtained and all legal requirements are met in full.
- Obtain any necessary consents and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights licensing and gaming laws, fire and health & safety requirements).

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- Indemnify the Sports Centre from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of the letting provided that such indemnity shall not apply to the extent that such actions proceedings costs claims and demands or other liability are directly caused by the acts or omissions of the Sports Centre or their employees servants or agents (but not contractors).
- Confirm that he or she is insured in the minimum sum of £5 million in support of this indemnity and will produce to the Centre Manager evidence of such insurance (see Hirer's liability below).
- Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Centre Manager, in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of the Sports Centre's liability.
- Prevent smoking on any part of the premises.
- Observe any security and health & safety requirements for the use of the premises as the Sports Centre may specify.
- It is the Hirer's responsibility to ensure that all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter and stacking of chairs). The premises are to be left in a clean and tidy condition and securely locked (if appropriate).
- The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the accommodation, and shall be responsible for good order and conduct during the term of the engagement.
- The Hirer shall not permit the exit doors or corridors to be interfered with or otherwise obstructed in any way.

Except with the prior written consent of the Sports Centre:

- No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises.
- No decorations, flags or emblems will be permitted, unless by prior consent of the Sports Centre and they are made of the approved standard flame retardant fabrics.
- Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position on all bills and advertisements announcing meetings or entertainments in the Sports Centre. A copy of all posters and advertising information should be forwarded to the Centre Manager prior to circulation.

#### **DAMAGE OR LOSS ARISING FROM HIRE**

- In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and, if reasonable and possible, given the opportunity to inspect the damage.
- The Sports Centre will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a function has finished and the responsibility for such safe-keeping will remain with the Hirer.
- The Sports Centre will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the Sports Centre may be legally liable.

#### **CARS & OTHER VEHICLES**

- The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position, and that any instructions given by the School or Sports Centre in regard to parking are strictly observed.
- Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the School or Sports Centre will not accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hire.
- No vehicle shall under any circumstances block access to the entrance of the school as this is access for emergency services.

#### **HIRER'S LIABILITY**

- For multi lettings, organisations and individuals must have suitable liability insurance cover.
- For one-off lets it is preferred that the organisation or individual has suitable liability insurance but if they do not, 10% will be added on to their hire charges towards liability cover costs. Where no hiring fee is charged the 10% charge must be based on the fee that would normally be charged for such a booking.

#### **GENERAL**

- The Sports Centre gives no warranty that the premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- The hiring does not grant any interest or estate in the premises.
- The Hirer shall have the use of the accommodation for the period and purposes stated on the booking form only, and he or she will be responsible for ensuring that the premises are vacated by the finishing time stated on the Form at the time of booking, or as subsequently amended.
- All bookings begin at 5 minutes past the hour unless otherwise agreed with the Centre Manager
- All hire agreement amendments must be agreed in writing with the Centre Manager.

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