

Introduction

These conditions are intended to reflect the Blackburn with Darwen Borough Council's commitment to hire its facilities responsibly in order to safeguard and promote the welfare of users and comply with its duty under the Protection of Children Act 1999

Clubs, groups and organisations wishing to hire The Council's Leisure Facilities will need to demonstrate they have valid qualifications/licences, appropriate insurance and up to date DBS certificates.

1.0 General Condition

Applications must be made on the official booking form available from the Centre's reception desk. The application only becomes a booking when a completed signed and dated application form is received by the Centre and a booking confirmation slip is issued.

- 1.1 The hirer shall be the person named on the booking form and shall be solely responsible for the compliance with all conditions and regulations set out below. Proof of the Hirers identity may be required. All bookings are non-transferrable
- 1.2 The Council reserves the right to amend fees and charges at any time by giving the Hirer a minimum of two weeks' notice.
- 1.3 Payment of all hire charges must be made in advance no later than 7 days before the start of the hire period. Additional charges and deposits may be applied if the hirer has requested any special requirements beyond the standard resources on offer at the Centre.
- 1.4 Hire for commercial purposes or generation of income by individuals or organisations (other than for charity fund raising) may be subject to an increase charge above the standard hire rate. This will be at the discretion of the Centre Manager.
- 1.5 Cancellation of a single booking/event by the hirer must be made in writing and received by the Centre Manager no later than 7 days prior to the commencement of the hire session. Any expenses for special provisions incurred by the Centre in connection with the booking will not be refunded; however, hire costs may be credited to another session or refunded at the discretion of the Centre Manager .
- 1.6 Hirers must comply with all instructions given or requirements made by the Centre Manager in connection with the hiring. Hirers are responsible in the event of an emergency evacuation for accounting to the emergency services for all persons attending their session. Hirers should contact the shift

supervisor prior to the start of the session to familiarise themselves with the evacuation procedure and to identify the location of the fire exits.

- 1.7 There is a 5-minute setup time for all sports hall activities, which customers must allow as part of their booking time.
For indoor cricket bookings, there is a 15-minute setup and take down before and after the booking. This 30-minutes is included in the 2 hour session.
- 1.8 1. Hirers are entirely responsible for all their property whilst on the premises and for its removal following the letting. The Council does not accept responsibility for any loss or damage suffered by the hirer unless it is caused as a direct result of the negligence of the council, its officers or its staff.
2. Hirers must undertake and agree to take all proper and necessary precautions for the supervision of participants and for the prevention of accidents arising from the activity or in connection with the event.
3. Hirers must accept full responsibility for and indemnify the Council, its officers, servants or agents from and against all actions, claims and demands arising from the hire.
- 1.9 Hirers are responsible for good order and conduct throughout the period of hire and shall ensure nothing occurs on the premises which would constitute a public nuisance. Any form of abuse either physical, verbal, or both, towards staff or other customers will not be tolerated, and will result in the cancellation of the booking.
- 1.10 Any damage caused to the premises or its contents used in connection with the hiring shall be paid for by the Hirer. Additionally the hirer must ensure that only appropriate and regulation footwear is worn in playing areas and that smoking on or around any outdoor playing areas.
- 1.11 The hirer shall leave the premises in a clean condition to the complete satisfaction of the shift supervisor.
- 1.12 Hirers must not sub-let or transfer their hires, and the premises must be used only for the purpose indicated at the time of the booking.
- 1.13 The maximum accommodation numbers indicated to the hirer must not be exceeded. The Centre Manager or his/her representative has full authority to exclude any person in excess of that number: (Note to comply with Fire Regulations this clause will be strictly enforced.)
- 1.14 The Hirer shall, when required to do so by the Centre Manager or his/her representative, appoint an agreed number of representatives, appropriate vetted adult stewards.

- 1.15 The Hirer must ensure that the premises are vacated at the hour agreed or at any time during period of hire if required in the interests of public safety. Any equipment required for the booked activity must be set up and taken down in the hirer's time.
- 1.16 No licencing or catering arrangements can be made except as agreed with and directed by the Centre Manager.
- 1.17 1. The Hirer shall indemnify the Council against all claims actions proceedings in respect of loss or damage to goods or death or injury to persons in the hired premises or entering or leaving the same in connection with the purposes for which the hired premises are hired and occurring or arising during the hire the hired premises are being used or being prepared for hire by the hirer PROVIDED THAT ALWAYS this indemnity shall not extend to any loss or damage or injury caused by the negligent act or default of the Council, its servants or agents.
2. The Hirer undertakes at their own cost strictly to observe and perform:
1. All relevant statutory provisions and regulations
 2. The provisions of this agreement
 3. All instructions given to him by the Council or their representative under or in pursuance of the terms of this agreement
3. Further, it shall be the responsibility of the hirer to ensure that any appropriate licences or permits are obtained in the proper manner. This applies to Performing Rights Society (i.e. live music) and the Phonographic Performance Limited (i.e. recorded music)
- 1.18 If the Hirer fails to comply with any condition the Centre Manager or his/her representatives may take any action that is deemed necessary in connection with the hire.
- 1.19 The hirer shall not exhibit or permit to be exhibited any advertisements or notices anywhere in connection with the event for which the premises have been hired except with prior permission from the Centre Manager.
- 1.20 1. The Council reserves the right to withdraw all or any part of the Centre's facilities for short periods of time to carry out routine maintenance and for exhibitions/events. Hirers will be given advance warning of these times. All charges will be refunded except in the case of seasonal/block bookings where no refund shall be payable. (*Note: See section 3.0 conditions in respect of VAT.*) But the Council will not be held liable for any other expenses incurred by the hirer either directly or indirectly arising from any such cancellation.

2. The Council reserves the right by notice to the Hirer to terminate any hiring without giving reason for such refusal or cancellation and the Council shall not as a result of the exercise of this right incur any liability for breach of contract. Any fees paid in such circumstances will be refunded (except in the case of seasonal/block bookings where no refund shall be payable) but the Council will not be held liable for any other expenses incurred by the hirer either directly or indirectly arising from any such cancellation.

3) The Council reserve the right to adjust or amend the hire terms and conditions as necessary without prior notice. Hirers will be required to adhere to the revised terms and conditions of use.

- 1.21 In the event of weather conditions at the time of the hire being unsuitable for use of pitches, the Council shall have the right to refuse permission for such use and return the hiring fee, except in the case of seasonal/block bookings where no refund shall be payable. Note: See 3.0 conditions in respect of VAT.
- 1.22 The use of any part of the Councils premises shall be by the way of hire only, and shall be understood not to grant the Hirer any right or interest in the premises other than such temporary use as may be granted by the Council. The booking does not give automatic entitlement to renew for further sessions.

2.0 Conditions for Swimming Pool Hire for club hire the following conditions apply.

- 2.1 No club will be admitted without a nominated responsible officer in charge who must be present throughout the session. An appropriately qualified instructor/coach must be present throughout the whole training period. A full list of club officials and swim coaches must be submitted to the Centre Manager along with evidence of their qualifications/licence.
- 2.2 Clubs must undertake and agree to take all proper and necessary precautions for the supervision of their members and for the prevention of accidents arising from the activity or in connection with the event and accept full responsibility for the indemnify the Council and its officers, servants or agents from and against all actions, claims and demands arising out of the engagement.

For clubs lifeguarding their own session.

- 2.3 Every person supervising such a session will hold a current National Rescue Award for Swimming Teachers and Coaches (N.R.A.S.T.C) or hold a current National Pool Lifeguard Qualification (N.P.L.Q)

- 2.4 The club will deposit with the Centre Manager a copy of the current qualification for each member of the club who will be undertaking pool supervision.
- 2.5 Every person supervising such a session will be required, every twelve months, to sign an agreement, at each pool that they will supervise. This will indicate their qualification is up to date and that they have a copy of and knowledge of the Normal Operating Procedure (N.O.P) and Emergency Action Plan (E.A.P). They will be notified of any changes made to those documents or to any procedures. It will also state that the person agrees to abide by the requirements of the N.O.P and E.A.P.
- 2.6 Each club pool supervisor will receive induction training from the pool management about the specific hazards and procedures inherent in each pool.
- 2.7 A record will be kept on site of documents issued and training given. The record will be kept in the 'documents issued' file.

3.0 Value Added Tax (VAT)

Hirers may be exempt of charges for VAT provided that **all** following conditions are met;

- 3.1 The hire series consists of 10 or more sessions.
- 3.2 Each of those sessions is for the same sport or activity.
- 3.3 Each session is in the same place (meaning the same premises or sports ground)
- 3.4 The interval between each session is at least one day but not more than 14 days.
- 3.5 There is a signed agreement between both parties that all sessions will be paid for as a whole. This agreement shall be made once the block booking form has been signed indicated your preferred payment method and if you wish to claim VAT exemption.
- 3.6 The Hirer cannot be allowed to cancel any sessions and receive a refund.
- 3.7 The Hirer has exclusive use of the area/facility specified.
- 3.8 The Hirer is; a school, a club or an association representing affiliated clubs or constituent associations.

Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into a formal agreement with the operator of the premises specifying a named contact, collecting subscriptions from members and so forth.