



Conditions of Use and Hire 2022 (Version 2.4)

The Hall, MUGA, Grounds and related facilities.

These Conditions of Hire are for the use of the Sports Centre Hall; The Multi Use Games Area; the Sports Centre Grounds and related facilities, hereinafter referred to as **The Facilities** and will be made available to all hirers by electronic copy. If the Hirer is in any doubt as to the meaning of any of the Conditions, the Chalke Valley Sport Centre (hereby known as CVSC) Booking Secretary should immediately be consulted. Payment for hire must be made in advance together with an additional deposit that will be agreed at the time of booking but will normally be £50 and from which any additional cleaning or other fees will be deducted.

The deposit is refundable in whole or part at the end of the Hire **providing** these Conditions have been met.

1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Conditions, under this Agreement, relating to management and supervision of the The Facilities.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for supervision of the The Facilities, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the The Facilities whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the CVSC Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the The Facilities to the fixtures, fittings or contents and for loss of contents.

3. Use of The Facilities

The Hirer shall not use the The Facilities including the car park and grounds for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use The Facilities or allow The Facilities to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring onto The Facilities anything which may

endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without permission.

The Hirer should check The Facilities are safe to use prior to the commencement of the period of Hire.

The Hirer shall ensure their invitees wear appropriate footwear.

4. Insurance and indemnity -The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of The Facilities including the curtilage thereof or the contents of The Facilities
 - (ii) all claims, losses, damages and costs made against or incurred by the CVSC Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of The Facilities (including the storage of equipment) by the Hirer, and
 - (iii) all claims, losses, damages and costs made against or incurred by the CVSC Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of The Facilities by the Hirer.
- The CVSC is insured against any claims arising out of its **own** negligence.

and shall use The Facilities at the Hirer's own risk.

5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to The Facilities in contravention of the law relating to gaming, betting and lotteries.

6. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

7. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate DBS checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the CVSC Committee with a copy of their DBS check and Child Protection Policy on request.

8. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of The Facilities by the Local Authority, the Licensing Authority, and the Sports Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Sports Centre's Health and Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the CVSC Management Committee.

(a) The Hirer acknowledges that they have received instruction in the following matters: (see notice boards in reception area)

- Action to be taken in event of fire, includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings, and an appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box (located in the kitchen) and accident book (located on the main entrance notice board).
- Ensuring no trip or slipping hazards (e.g. through trailing leads; slippery floors).

9. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at The Facilities and comply with any other licensing condition for The Facilities. Fire doors, entrance doors and windows to be kept closed. In any event Music should cease at Midnight (or such earlier time as required by the Management Committee) and The Facilities shall be vacated by 00.30 (or such earlier time as required by the Management Committee).

10. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to The Facilities and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto The Facilities. Drunk and disorderly behaviour shall not be permitted either on The Facilities or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave The Facilities in accordance with the Licensing Act 2003.

11. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on The Facilities must be refrigerated and stored in compliance with the Food Temperature Regulations.

NOTE; The Facilities are equipped with limited catering equipment and it is expected that hirers will bring whatever equipment they need.

12. Gas & Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to The Facilities and used there shall be safe, in good working order, and used in a safe manner in

accordance with the Electricity at Work Regulations 1989 and with a current PAT test. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

13. Stored equipment

The CVSC accepts no responsibility for any stored equipment or other property brought on to or left at The Facilities, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

14. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave The Facilities. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the CVSC or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the Sports Centre Committee **as soon as** possible and complete the relevant section in the CVSC accident book. Certain types of accident or injury must be reported to the local authority. It is the responsibility of the Hirer to do so and to advise the CVSC Committee of any such accidents or incidents at the earliest opportunity.

16. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of The Facilities and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the CVSC Committee. No decorations are to be put up near light fittings or heaters.
- (c) Gas BBQ's shall only be used with the approval of The Committee.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on The Facilities when open to the public without the consent of the CVSC Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Please do not make any adjustments to the building thermostats.

18. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into The Facilities, other than for a special event agreed to by the CVSC. No animals whatsoever are to enter the kitchen at any time.

19. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at The Facilities and shall indemnify and keep indemnified each member of the CVSC Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20. Sale of goods

The Hirer shall, if selling goods on The Facilities, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

21. Cancellation

A Cancellation Policy is in place to protect CVSC from loss of income through late cancellations resulting in facilities not being able to be rebooked. CVSC recognise that there can be circumstances out-with a hirers control. CVSC will always try to consider cancellations sympathetically, but the following Cancellation terms are in place:

If the Hirer wishes to cancel the following fee/s will be levied:

- £12.50 admin fee if greater than 45 clear days prior to the booking
- £12.50 Admin fee plus 10% of the Hire Costs if greater than 14 clear days in advance of the booking.
- £12.50 Admin fee plus 25% of the Hire Cost if greater than 7 clear days in advance of the booking.
- £12.50 Admin fee plus 50% of the Hire Cost if greater than 2 clear days in advance of the booking.
- Less than 2 clear days in advance of the booking no refund unless Extenuating circumstances at the discretion of the Management Committee.

The CVSC reserves the right to cancel hires by written notice to the Hirer in the event of:

- (a) The Facilities being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the CVSC Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at The Facilities as a result of this hiring.

(c) The Facilities becoming unfit for the use intended by the Hirer.

(d) an emergency requiring use of The Facilities as a shelter for the victims of natural disasters or local emergencies.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the CVSC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving The Facilities and surrounding area in a safe, clean and tidy condition, correctly locked and secured unless directed otherwise. The Hirer MUST ensure all guests/invitees have vacated The Facilities. Any contents temporarily removed from their usual positions properly replaced, otherwise the CVSC shall be at liberty to make an additional charge. All internal lights and electrical appliances are to be switched off (except fridges/freezers). All litter and waste to be removed entirely from The Facilities and disposed of correctly by the Hirer. CVSC may return the Hirers Deposit in whole or part subject to the condition of The Facilities at the end of hire.

23. No alterations

No alterations or additions may be made to The Facilities nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the CVSC Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the CVSC remain in The Facilities at the end of the hiring. It will become the property of the CVSC unless removed by the Hirer who must make good to the satisfaction of the CVSC any damage caused to The Facilities by such removal.

24. No rights

The Hiring Agreement constitutes permission only to use The Facilities and confers no tenancy or other right of occupation on the Hirer. Hirers should also note that acceptance of a Hire by the Management Committee does not confer any exclusive use of The Facilities on the Hirer. Other activities/uses may be programmed at the same time and some facilities shared e.g., car park, toilets.

These Conditions of Hire were reviewed and updated November 2021