

TERMS AND CONDITIONS OF HIRE

1) Interpretation.

The following definitions apply:

Salford Community Leisure Ltd is referred to as SCL and includes (where the context permits) any person authorised by SCL to perform any particular duty.

“The Centre” means SCL leisure centre, sports pitches/track and other such facilities as determined by SCL.

“The Hirer” means the person and or organisation hiring out the facilities.

“Guest” means any person attending the booked sessions, either taking part in, supervising or as a spectator.

“Period of hire” means the start and end dates between which all booked sessions fall. In the case of a one off event the date of the event is the period of hire.

“Booked session” means the time reserved for the hirers use on each particular date booked and includes any preparation or dismantling time.

“Clubs” is any organisation approved as such by SCL.

2) Application for Hire and fees

- a) The hirer must be at least 18 years old.
- b) Applications for the hire of premises or facilities, including special requirements, must be made to SCL on the approved booking form.
- c) The individual who signs the booking form as the hirer will ultimately be held responsible for all payments and the compliance with these terms.
- d) The hirer must pay the agreed fees for all sessions booked within the period of hire.
- e) All fees due must be paid for in full at least 14 days in advance of the first booked session unless SCL agree to accept payments by instalment. Instalment payments must remain at least one week in advance.
- f) SCL reserves the right to ask for a deposit at the time of booking.
- g) If any due fees remain unpaid to SCL all further bookings falling within the remaining period of hire may be cancelled by SCL without further notice.
- h) The facilities booked shall not be used for a period of time longer than the time they have been booked for. If this is found to be the case, the hirer will be charged at double the hiring rate for that facility for the excess time.
- i) There shall be no subletting of the hired facilities.
- j) The hirer must give details of what activity they intend to take place in any booked session.
- k) SCL reserves the right to refuse a booking without giving a reason.
- l) SCLL reserve the right to pass any outstanding unpaid debt on to a third party company for collection. The interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.

3) VAT legislation

- a) The hirer of sports facilities (e.g. football pitches etc.) is liable to VAT at the standard rate but if the facilities are let out to a school, college, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league, the hirer can take advantage of VAT exemption legislation.
- b) Before you can hire the facilities without paying VAT the hirer must agree to all the following requirements:
 - i) The hirer must make a series of bookings for at least ten or more sessions.
 - ii) Each booked session must be in respect of the same activity carried on at the same place.
 - iii) The interval between each booked session must not be less than one day and not more than fourteen days.
 - iv) You must pay for the whole series even if you do not attend all or any of the booked Sessions.

4) Cancellation or non attendance

- a) Under normal circumstances any booked session can not be cancelled by the hirer.**
- b) In the event of the hirer failing to take up or attend any booked session the fees shall remain due. Any fees paid for the session will be retained by SCL.
- c) When the hirer believes non attendance to a booked session is due to completely unforeseen circumstances or an emergency they may apply via email to SCL at the centre concerned for a credit or refund. Proof of the circumstance or emergency will be required. Any incurred cost by SCL resulting from the booking will be retained by SCL. Contact details of the centres are available from the SCL web site.

5) Cancellation by SCL

- a) SCL reserves the right to cancel a booking with the minimum of two weeks notice for unforeseen repairs/maintenance, required staff training or events.
- b) SCL reserves the right to cancel a booking with no notice for health and safety, emergency or any other reasons beyond the control of SCL.
- c) If SCL do cancel a booked session already paid for, for any of the above reasons a credit or refund will be offered to the hirer. No additional reimbursement will be made by SCL.

6) Responsibility of the hirer for good order and safety

The hirer will be held responsible for the following even if not in attendance.

- a) General
 - i) The hirer shall ensure that activities are conducted in a manner that complies with all legislation and SCL normal operating procedures and the hirer shall be liable to SCL for any breach of these terms.
 - ii) The hirer shall ensure all guests comply with the same conditions that apply to the hirer.
 - iii) The hirer shall ensure all in attendance do not take part in any session or activity for which they may not be fit.
 - iv) The hirer shall employ a sufficient number of stewards as required by SCL to maintain good order during the hire and shall expel any person acting in a disorderly manner, or disobeying the instruction of SCL staff.
 - v) Where the stewards require specific qualifications it is the responsibility of the hirer to provide the relevant documentation/copies of certificates at the time of booking.
 - vi) Equipment should only be used as intended and not altered by the hirer or their guests.
 - vii) Within the area booked, seating must not be rearranged or added to and all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency.
 - viii) It is the responsibility of the hirer to inform all their guests, competition referees and event organisers of the position of emergency exits, whereabouts of evacuation meeting points and the procedure in case of fire or other emergency. Also the hirer must make sure a safety announcement is given before each event informing any people in attendance of such information.
 - ix) The hirer shall not use the area booked for any purpose other than the purpose for which it was hired. The centre or SCL do not guarantee that the area hired is suitable for the purpose for which it is let and shall not be liable for any damages whatsoever in the event of the facilities being unsuitable or inadequate.
 - x) The Centre and SCL staff shall at all times have free access to and from the booked area.

7) Indemnity

- a) All hirers who are deemed by SCL to be offering a structured, supervised session, part of a business undertaking (including self employed enterprise) or are under an affiliation to a governing body or club, should indemnify the centre against any claim for loss or damage, death or personal injury arising from the hirer's or hirer's members negligent or wilful misuses of premises, including any damage, however caused, by the hirer of the premises.
- b) The above indemnity must be covered by public liability insurance for a minimum sum of £10 million pounds, proof of which will be required.
- c) Where a hirer is deemed by SCL to be a social booking which comprises of nothing more than a group of friends/colleagues, no proof of indemnity is required.

8) Breach of Terms and Conditions

If any booked session or period of hire is cancelled or terminated by SCL as a result of a serious breach of these terms by the hirer the hirer shall remain liable for the fees due for the session or period of hire and any cost incurred by SCL.