

### **Terms and Conditions of Use**

These terms and conditions, together with the form or application to hire the academy facilities shall constitute the contract between the Academy and the hirer(s)

#### **Application**

1. Application for hire must be made on the application form provided which will form the basis of a license to use Castle View premises
2. If an organisation is hiring the facilities, both the organisation itself and its members are jointly liable under this agreement
3. The hirer must ensure that everybody making use of the facilities complies with the conditions of use, failure to do so may result in your booking being terminated with immediate effect
4. This agreement is personal to the hirer and may not be assigned to any third party
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the Academy

#### **Cancellation**

1. You must provide at least two weeks notice, in writing, to the Contract Manager, for any cancellation of a block booking. Cancellations made after this date will be charged a late cancellation fee as per booking forms
2. The Academy reserves the right to cancel any booking at any time in the event of the Academy requiring any hire property for academy purposes or for any other reason which is considered necessary by the Academy. This may be at short notice, but the Academy will endeavour to give due notice and minimise disruption if at all possible. Hirers must ensure all contact details are kept up to date. Hirers must also therefore keep contact details of everyone in their group/club/class
3. For a one off cancellation, at least forty eight hours notice must be given. This can be by telephone or in an email. Should you be calling to cancel a session please make sure it is within the Centre opening hours – the Centre being closed is not an acceptable reason for not giving 48 hours notice. Cancellations made after this will be charged the full booking fee which must be paid before the next booking can commence

#### **Payment**

1. The booking fee is payable in full before the commencement of the booking unless there is a written agreement with the Academy that an invoice will be sent out monthly for fees. Failure to do so may jeopardise your booking
2. Payment for any cancelled sessions (as per point 3 above) must also be paid in full before the commencement of the booking
3. All prices advertised are inclusive of VAT. Depending upon the details of your booking and the nature of your organisation, we may remove the VAT charge. We will confirm the VAT position once we have collected the necessary information from you. We will do this before any booking is confirmed

#### **Indemnity and Insurance**

1. The hirer shall be responsible for all damage caused and shall indemnify the Academy against all loss, damage and expense unless due to the negligence of the Academy and any such damage shall be reported immediately to the Academy
2. Any damage caused to the facilities (or equipment) in the Academy shall be compensated to an extent considered reasonable at the discretion of the Academy within seven days of a written demand. Access to the Facilities maybe removed until these fees have been paid
3. The hirer shall indemnify the Academy against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury or death of any person or damage to any property arising directly or indirectly from the use of the facilities unless due to the Academy negligence
4. If the hirer has insurance against legal liabilities to third parties, a copy should be supplied to the Academy
5. Please note that any equipment belonging to hirers, which is used at the Academy is not covered by the Academy insurance policy and it is recommended that hirers take out separate insurance. The hirer should ensure that any equipment belonging to them that is used at the academy meets the relevant safety standards associated with it. No equipment may be left at the Academy. Any left will not be supervised by the Academy and is therefore left at the hirers risk

6. The Academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire

#### **Premises**

1. Access is restricted to the areas hired and any toilet/changing facilities as required. Access shall only take place during the designated time and for the permitted purpose
2. Smoking is not allowed anywhere on site
3. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any other fees chargeable
4. No glass will be permitted on the premises

#### **Performing Rights and Licenses**

1. No copyright works shall be performed on the site without the license of the copyright owner and the hirer shall indemnify the Academy against any penalty or sanction for any copyright infringement which may occur
2. The hirer shall not use the facility for any purpose or activity for which a license or permission is necessary, e.g. preparation and sale of food
3. No alcoholic drinks shall be brought onto the site
4. No film or video shall be shown on the site, or taken in the facilities without the Academy's prior consent
5. Should there be any charge associated with showing or performing works this is the responsibility of the hirer

#### **Health and Safety**

1. The speed limit on the site is 5mph. Parking is available in the car park, in the interests of everyone's safety; roads around the site should be left clear for emergency access
2. The hirer is responsible for the health and safety of everybody using the facilities and must make themselves aware of the fire precautions and procedures in existence. Hirers must also keep a register of people attending their group/club/class
3. First aid assistance is always available via the Fitness Centre or Academy's main reception
4. Electrical apparatus shall not be brought onto the site without the Academy's consent
5. Animals, other than guide dogs, are not permitted on the premises without the written prior consent of the Academy
6. The hirer shall leave the facilities in a clean and orderly state
7. All clubs hiring the facilities must have staff that have appropriate coaching certificates. The club must also ensure that if working with children under 18 or vulnerable adults, all the necessary safeguarding checks have been completed for their staff. The Academy will require a declaration form to be completed and returned to the Academy prior to the booking taking place
8. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on site
9. All clubs/organisations hiring the facilities may be asked to provide copies of the following policies:
  - a. Health and Safety
  - b. Child Protection (if working with children)

#### **Consideration for Others**

1. We would ask all users to ensure that they do not cause nuisance or annoyance to the occupiers of any of the neighbouring properties, surrounding areas or other users. Please ensure that when you are on the site you keep the amount of noise to a minimum and do not use inappropriate language. Any reported incidents will be investigated and this may result in the booking being cancelled without refund
2. Please ensure you keep to the 5mph speed limit, refrain from sounding car horns or revving engines, and that you adhere to the one way system in operation
3. We kindly ask customers to note that Castle View Community and Fitness Centre does not tolerate any form of violence against its employees. Anyone who assaults, abuses or threatens a Community and Fitness Centre employee will be asked to leave or be removed from the premises and may be subject to legal action

**IF YOU DO NOT INDICATE ON THE ATTACHED CALENDAR THE DATES YOU REQUIRE WE CANNOT GUARANTEE THE FACILITIES WILL BE AVAILABLE.**