

Serco Leisure

CONDITIONS OF HIRE

1. Applications

The usual procedure is for all applications for hire to be made in writing. The Management, Serco Ltd., acting by its Contract Manager or other authorised official will supply booking forms for completion and signature by the hirer.

2. Correspondence

All correspondence should be addressed to the Contract Manager at the leisure centre where the booking is being made.

3. Charges

An additional fee is payable by the hirer for each hour or part of an hour that the facilities are retained by the hirer from the expiry of the contractual period until the hirer has returned control thereof to the Management, ready for use by a subsequent hirer. The additional fee will be calculated pro-rata to the total fees paid or payable for the contractual period to the nearest complete hour and shall be paid to the Management on demand.

4. Payment

- a) Block Bookings: On return of the Booking Confirmation Form, the hirer shall either pay the full amount due on each visit or with agreement, be invoiced and pay in advance.
- b) Special Event Bookings: On return of the Booking Confirmation Form, the hirer must pay the agreed deposit. The hirer will pay the balance 28 days in advance of the event, or as otherwise agreed. The hirer will be invoiced after the event for any additional costs not specifically mentioned in the Event Booking Form at the request of the hirer or additional facilities provided.
- c) The Contract: The appropriate payment and any insurance policy (if required) must be sent to the Contract Manager as soon as possible. Provided that these prove satisfactory, written acknowledgement will be forwarded to the hirer by the Management whereupon the booking is confirmed subject to the remaining conditions contained herein. The hirer must contact the Management by telephone at least five days before the event to ensure that all arrangements are confirmed.

The rights of the hirer are conditional upon adherence to the payment terms set above.

5. Cancellation

- a) Block Bookings: In the case of a cancellation of a block booking, the hirer shall pay to the Management the full amount of the basic hire charge together with any other losses whatsoever incurred by the Management.
- b) Special Bookings/Events: In the case of a cancellation of a special booking/event, the hirer shall pay to the Management the full amount of the basic hire charge together with any other losses whatsoever incurred by the Management.
- c) By the Management: The management reserve the right to cancel any booking in the event of any unforeseen circumstances prior to the booking or if in the opinion of the management any regulation or requirement of any Public or Local Authority or owner of the premises may be contravened by holding the event/honouring the booking. In which case, the Management shall return any deposit paid to the Hirer.
- d) The Management may vary these conditions from time to time by agreement with the hirer.

6. Admission

The management reserves the right as its absolute discretion to refuse the admission of, or to evict any person from the facility.

7. Right to Re-allocate

If the Management is of the opinion that the hirer is not making complete use of the facilities, the Management reserves the right to re-allocate any unused parts thereof.

8. Transfer

The right to use the said facilities is not transferable.

9. Sub-letting

The hirer shall not sub-let the premises for any purpose whatsoever without the previous written consent of the Contract Manager.

10. Rules and Regulations

The hirer is responsible for ensuring that all persons and parties under his/her control who are admitted to the facility, conform in all respects to the rules and regulations governing the use of the facility.

11. Supervision

The Management reserves the right to staff and supervise all functions but special arrangements can be made with the Management in order that the hirer can introduce his own staff, which shall be included in the said contract between the management and the hirer. Where supervision of the event/activity is to be provided by the hirer, this shall be agreed at the time of booking and the hirer shall name a designated person responsible for the event/activity. In order to demonstrate a duty of care, the hirer shall ensure that all persons working on their behalf are suitable for the work in hand. Where applicable, the hirer should consider undertaking Criminal Records Bureau (CRB) checks.

12. Capacity

The maximum number of people admitted to any function in the facility shall be based on the facilities hired but must be at the absolute discretion of the Management. Maximum numbers will be declared to the hirer in writing depending upon the nature of the event, the area being used and the conditions applying, e.g. stated maximums for licensable events such as music and dancing, boxing, wrestling, spectator sports, etc.

13. Health and Safety

The hirer shall ensure compliance with the Health and Safety at Work Act 1974 and all relevant statutory health and safety requirements relating to the activity / event and carry out risk assessments as necessary. The hirer shall also comply with Serco policy and procedures in respect of health and safety.

14. Indemnity

The use of the facility is at the hirer's risk and the hirer shall indemnify the Management against all liability incurred towards any third party or parties arising out of, or incidental to, the hire of facilities or equipment and due to the negligence or default of the hirer or persons or parties under his control. The hirer shall, if required by the Management, adequately insure with an insurance company approved by the management against the foregoing and produce evidence thereof on demand.

Neither the Management, its employees, or agents shall be responsible for any loss or damage whether direct, indirect or consequential to any property suffered or sustained at the facility unless such loss or damage occurs as a result of the defective state of repair of the premises or the equipment at the facility or negligence on the part of management.

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15. Structural Alterations

The hirer shall not carry out any alterations to the building, nor shall he/she fix or cause to be fixed, any apparatus, equipment, notice or decoration without the previous written permission of the Management.

16. Damage

The hirer agrees to pay the Management on demand the cost of repairing or making good any loss or damage (fair wear and tear accepted) arising out of or incidental to the hiring.

17. Equipment

At the time of booking, the hirer shall advise Management of any equipment to be supplied by the hirer. The hirer shall ensure it is in a safe condition and suitable for its intended purpose. Any arrangements for storage and other requirements relating to equipment operation shall be agreed with management at the time of booking.

18. Gambling

No collection, games of chance, sweepstake or lotteries, nor any betting may be conducted on the premises without the prior consent in writing of the Management.

19. Broadcasting

No hirer shall grant sound or television broadcasting or filming rights without the prior written conditional consent of the Management.

20. Catering

All catering arrangements must conform to the prevailing arrangements in operation at each facility at the time of booking unless otherwise arranged with the Management. Private catering will only be permitted with prior consent of the Contract Manager for which an additional charge may be levied.

21. Character of Functions

The hirer undertakes that the premises shall not be used for any performance of an objectionable character and agrees that the Management has the right to stop any performance or other function which he considers objectionable. The hirer agrees that the premises shall not be used for the performance in public of any dramatic, musical or other work or for the delivery in public of any lecture or entertainment in which copyright subsists without the written consent of the owner of the said copyright, and will not in any other manner infringe any subsisting copyright and will indemnify the Management against all costs, expenses and/or damages which the Management may have to pay or incur by reason of any infringement of copyright.

22. Photographs

No cameras or other photographic apparatus may be brought into the facility without written permission of the Management.

23. Advertising / Publicity

The hirer undertakes to submit to the Contract Manager for approval the proposed programme and all posters and bills prior to advertising the event and in any case not less than 14 days before the performance. The hirer further agrees to send to the Contract Manager a cancelled ticket of admission 7 days before the premises are used. No posters will be permitted inside or outside the premises except upon the notice boards provided by the Management for the purpose, and the Management shall be at liberty to refuse consent to the display of any poster on such notice board. No function or event of any description shall be advertised by the means of "Fly Posting" and the Management reserve the right to cancel a booking, at any time, which is advertised by this method, without prejudice to any further action that may be taken by the local authority against the hirer or advertiser.

All correspondence, posters and publicity advertising events for this the facility is hired should identify by whom the event is organised and should not give the impression that the event has been organised by the management or the owner of the premises.

24. Wedding Receptions

- a) A security deposit will be paid in advance as agreed at the time of booking and will held against any damage caused or unsociable behaviour by guests. The cost of any repairs will be deducted prior to return of the deposit.
- b) Organisers are held responsible for the behaviour of their guests and are required to control the event and take steps to prevent damage or abuse of the centre or other users.
- c) The hire charge includes the setting up of tables and chairs provided a layout plan is provided. Table decoration, place settings, etc. are the responsibility of the hirer.
- d) All other arrangements will be agreed at the time of booking.

25. Animals

No dogs or any other animals will be admitted to the facility except in the case of 1) dog, cat, reptile shows etc., 2) guide dogs for the blind, or as approved by the Contract Manager. The person exercising control of a dog shall comply with any instructions given by or on behalf of the Management.

26. Smoking

Smoking will only be permitted in designated areas. No smoking will be permitted throughout the buildings where Serco managed leisure centres operate a no-smoking policy.

27. General Conditions

The hirer agrees that the hire is subject to the renewal by the authorities concerned of such entertainment and other licenses, consents or permits as may be applicable, and to such conditions, restrictions and requirements as may be imposed thereunder, and that if for any cause licenses shall not be renewed or shall be suspended or determined (whether in whole or in part), the hirer shall not have nor shall he make any claim upon the management for compensation in respect of any loss or damage sustained by reason of the non renewal, suspension or determination of the licenses, or of any suspension or determination of the hiring consequent thereon or upon making of any rules or conditions thereunder, or by reason of any rules or conditions which may be made thereunder.

28. Special Conditions

The hirer shall comply with any special conditions agreed at the time of booking and confirmed in writing by Management.