

Application

- These terms and conditions apply to persons hiring the facilities at Weymouth College Community Sports Centre for a league, event, training session, match, meeting, social occasion or any other occasion agreed by the Sports Centre Manager.
- All applications must be confirmed by the hirer using the appropriate forms and returning them to Weymouth College Community Sports Centre, Weymouth College, Cranford Avenue, Weymouth, Dorset, DT4 7LQ

The Hirer

- The Hirer must be over 18 years of age and must be the person signing the application. If the application is made by a corporation, the person signing must be duly authorised to sign
- The Hirer is responsible for:
 - i) The payment of all charges and other costs of the booking observance and performance in all respects of these Terms and Conditions. Where the context so admits the expression 'the Hirer' to include all persons who are permitted to enter the premises for the purposes of the letting (including non playing visitors).

Charges

- Charges are reviewed each year and Weymouth College Community Sports Centre endeavours to maintain charges at a reasonable level.
- An administration fee of £10 will be charged if major amendments to bookings are changed once confirmed.

Block booking Conditions (pay upfront):

Block bookings will receive a 10% discount if the facilities are let out for a series of sessions provided:

- The series consists of 10 sessions or more
- Each session is for the same sport/activity
- Each session is in the same place, although a different pitch, court, lane or different number of pitches courts or lanes is acceptable. The intervals between sessions must be between 1 and 21 days. Session lengths can be varied.
- The series is to be paid in full before the 1st session is due to take place.
- The person to whom the facilities are let has exclusive use of them during the sessions.

Block bookings Conditions (pay and play):

Pay and play block bookings will have the space reserved on a weekly basis for a number of weeks providing:

- A 5% surcharge is paid on top of the advertised rate for the space hired
- Each session is the same sports/activity
- Each session is in the same place, although a different pitch, court, lane or different number of pitches courts or lanes is acceptable
- The intervals between sessions must be between 1 and 21 days. Session lengths can be varied.
- The person to whom the facilities are let has exclusive use of them during the sessions.

Payment

- **Block booking (pay upfront):** All block bookings requests are to be made via a block booking request form. Once you receive confirmation of your booking and invoice, payment must be paid in full by the date of the first session in either cash, debit/credit card or cheque
- **Block bookings (pay and play):** All block booking requests are made via a block booking request form. Once you receive confirmation of your booking, payment must be received at the start of each session in cash, debit/credit card or cheque.
- **One off/special events:** All one off/special event booking requests are to be made via a one off booking request form. Once you receive confirmation of your booking payment must be received within 28 days of the event taking place in either cash, debit/credit card or cheque

Cancellations

By the Hirer:

- **Block booking (pay upfront):**— There will be no refund given on block bookings; however the Hirer is permitted to 1 cancellation per block of bookings which will be accommodated for at the end of the block booking period or at a time convenient to both the club and the hirer. There are no time restrictions for cancellations.
- **Block casual bookings (pay as you play):** Sessions can be cancelled with no time restriction, however If you consistently cancel/do not turn up for a number of sessions your block booking may be cancelled.
- **One off Special Events:** There will be no refund given on one off bookings if cancelled within 1 calendar month of the event. The Hirer may also be charged for any expenses already undertaken by the Club on behalf of the Hirer prior to cancellations of booking as well as the appropriate amount to compensate the Club for the lost revenue.
- **By the Club:** - The Club reserves the right to close or prohibit the use of any of their facilities. In such an instance the Club's liability shall be limited to the refund of any charges already paid. Neither the Club or any of its officers or employee's shall be liable for any damages, costs and expenses, (whether direct, indirect or consequential) that may result, and the hirer shall indemnify the Club against any claim which may arise out of the hiring being interrupted or cancelled.

Right to Allocate

- If, in the opinion of the Centre, the Hirer is not making full use of the facility, the Club reserves the right to re-allocate. This includes reallocation of facilities for special events/tournaments.

Rules and Regulations

- The Hirer is responsible for ensuring that all persons and parties admitted to the Club for the purposes of the Hirer conform to all rules and regulations in force at the Club and any further requirements of the Club Management

Capacity

- The maximum amount of people admitted to any event or function in the club shall be based on the facilities hired and is at the discretion of the Club

Liability for Loss, Damage or Injury

- The Sports Club reserve the right to charge the Hirer for any damage/re-instatement, repair or clean up work required to the area following the activities
- The Club will not accept responsibility for injury to persons or damage to properties arising out of the letting of Club premises other than where such injury or damage can be attributed to negligence on part of the Club, its servants or agents

Copyright or Performing Rights

- The Hirer should not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and will have to compensate the Club against all sums of money which the Club may have to pay as a result of an infringement of copyright or performing right during the period of hire covered by this agreement

Insurance

- The users of the Club or any part thereof is at risk of the Hirer, and the Club accepts no responsibility of any claims, actions, demands, proceedings or costs arising out of any claims made against the Hirer by a third part (save in so far as such claim concerns death or personal injury resulting from negligence of the Club as defined in the Unfair Contract Terms Act 1977) and the Hirer shall indemnify the Club against claims, actions, demands, proceedings or costs which may be brought by the centre arising out of, or by, incidental to the hire of facilities and equipment shall. If required by the Club, adequately insure with an insurance company approved by the Club and through it's agency against the foregoing and produce evidence thereof. The Hirer shall be liable for any personal injury, loss or damage to any property (which shall include motor vehicle, money and papers) howsoever caused, suffered or sustained in or upon the Club (which shall include it's car parks and grounds), whether or not resulting from the negligence, default or omission or otherwise of the Club, it's servants and agents and all person in or upon the Club (save insofar as any personal injury results from the negligence of the Club as defined in the Unfair Contract Terms Act 1977).
- The Hirer of events and block bookings (if appropriate) will provide the Club with a copy of the Hirers current Insurance certificate before commencement of any major event or booking.

Equipment

- Unless specified otherwise in the booking confirmation, no Club equipment is to be used without prior approval and possible charge

Electrical Equipment

- Hirers bringing electrical equipment to Weymouth College Community Sports Centre premises will not be permitted to use the equipment without providing evidence that it complies with the requirements of the Electricity at Work Regulations 1989. Weymouth College Community Sports Centre requires all electrical equipment to be PAT tested.

Change Over

- All equipment required will be handled by the Club staff, the booking time allocated is to include 5 minutes for equipment to be set up, taken down or stored.

Clothing

- All clothing and bags should be placed in a locker where possible

Transfer

- The right to use the facilities and equipment is not transferable

Health and Safety

- Your attention is drawn to the requirement of the Management of Health and Safety at Work Regulations 1992 and specifically the requirement for Risk Assessment, which is to be produced to the Club on request.
- The Hirer must comply with the Club's Health and Safety Policy
- Under the Control of Substances Hazardous to Health regulations no COSHH substances are to be brought onto or used within the college grounds without prior approval

Broadcasting

- No Hirer shall grant sound or television broadcasting or filming rights without the consent of the Management. If such consent is given, the Management reserves the right to be a party to any negotiations and to the terms and conditions of any agreement and to share any income and publicity derived from therefore.

Photographs/Video

- No cameras, video recorders or other photographic apparatus may be used in the Club without the permission from the Management
- Please refer to the guidance for use of photography document

Smoking

- In the interest of public safety Weymouth College Community Sports Centre operates a no smoking policy

Child Protection

- For all groups involving children it is advised that a current child protection policy is in place and all instructors/leaders are to hold a valid DBS check
- Please refer to the child protection policy for further information