

# Anglia Community Leisure

## Standard conditions for the Use and Hire of Leisure Facilities

### **1. Interpretation**

For the purpose of these Standard Conditions, the following expressions shall have the meanings hereby assigned to them:-

- a) The expression "the Management" means the Anglia Community Leisure of Newmarket Leisure Centre, Exning Road, Newmarket, Suffolk CB8 0EA and shall be deemed to include the duly authorised Officers of that organisation;
- b) The expression "the facility or facilities" means the leisure facilities, car park and environs (including any part thereof and all fixtures and fittings and if appropriate leisure equipment belonging to the Management), contained within the Dome Leisure Centre in Mildenhall, Mildenhall Community Centre, Mildenhall Swimming Pool, Newmarket Leisure Centre, George Lambton Playing Fields and Studlands Park Community Centre in Newmarket and Brandon Leisure Centre or any one of them;
- c) The expression "user" means any person using the facilities, whether or not any charge has been made, and includes visitors, spectators and any person, company or organisation hiring the facilities;
- d) The expression "hirer" means any person, who must be over the age of 18 years, who is responsible for the hiring of facilities on behalf of any individual, group, company or organisation;
- e) The expression "leisure equipment" means any equipment which is provided by the Management to enable a user to participate in leisure activities within the facilities;
- f) The expression "casual booking" means use of the facility which is booked up to 7 days in advance;
- g) The expression "period booking" means a series of bookings, booked in advance;
- h) The expression "block booking" or "series of lets" means 10 or more bookings, (see Condition 12);
- i) Words importing the masculine include the feminine, the singular and the plural and vice versa.

### **2. Rights of entry**

Anglia Community Leisure facilities shall be open to free ingress and inspection at all times by:-

- a) Authorised Officers of Forest Heath District Council;
- b) Persons duly authorised in writing by Forest Heath District Council; and
- c) The Chief Officer of Police and any Police Officers.

### **3. Admission**

- a) The Management may refuse the admission of any person to the facilities and similarly may require any person to leave the facilities at any time. Any person having use of facilities withdrawn may contact Anglia Community Leisure to arrange for a hearing to discuss the matter. Please contact the Leisure Facilities Manager on 01638 782535.
- b) The right to use the facilities or leisure equipment is not transferable and any of the facilities hired shall not be used for any purpose other than that specified by the Management at the time of booking. Sub-letting is not permitted.
- c) The hirer is responsible for the administration, organisation and control of the particular hiring in accordance with the Management's requirements.

### **4. Liabilities**

- a) Use of the facilities and all leisure equipment and amenities thereof is permitted entirely at the user's own risk and users must satisfy themselves that they have taken all reasonable precautions. The Management will not be liable for any losses suffered or personal injury occasioned to any user, except where such losses or injury are directly attributable to the negligence of the Management or its servants or agents and in any event the Management will not be liable for any consequential loss however caused.
- b) The Management does not accept any responsibility or liability for any damage to or loss of any property or articles left or placed in or on the facilities or any part of the facilities by a user.
- c) The hirer shall provide a copy of any relevant public liability and indemnity insurance if so required by the Management.

### **5. Conduct**

- a) A user shall fully comply with the rules and regulations as displayed at the facilities, and all instructions and requirements of the Management whether they be verbal or in writing.
- b) A hirer shall pay to the Management on demand the full cost of remedying any damage (other than fair wear and tear) done, caused or occasioned to the facilities or to the fixtures, fittings, apparatus, leisure equipment, furniture, or other contents thereof, by the user or by any person participating jointly with the user in the use of the facilities or by any person under the user's supervision and/or care and/or control.

The sum in respect of the cost of remedying the said damage shall be such sum as is certified by the Management whose decision in such matters shall be final;

- c) A hirer shall ensure that the maximum numbers of persons to be admitted to the facilities shall not exceed the number specified by the Management;
- d) A hirer shall be familiar with the facilities' normal operating and emergency action procedures, including the location of safety equipment, telephones and local emergency telephone numbers.
- e) All visitors to the facility must register the use of their personal photographic equipment (including video-recording equipment and mobile phones) with the management. Commercial photographers must seek prior permission from the management before using their equipment on site.

**A user shall not:-**

- f) Sell or supply to other users of the facilities any goods or services whatsoever without prior permission of the Management;
- g) Play records, radios or music in the facilities or perform any work which infringes any copyright. It is a condition of any approval that any necessary licence or authorisation has been obtained and is produced to the Management in advance of the authorised activity;
- h) Alter or interfere with any equipment or fittings of the facilities or the structure thereof without prior permission of the Management;
- i) Anglia Community Leisure operates a no smoking policy at all of its leisure facilities.
- j) Administer collections, games of chance, sweepstakes, sale of programmes, raffles, lotteries and the like within, on or at the facilities, without the prior written approval of the Management.

**6. Health and Safety**

- a) The hirer agrees to comply with the requirements of the Electrical Equipment (Safety) Regulations 1994. If a hirer is operating any portable electrical appliance, appliance not provided by the management this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within the facility. The hirer is responsible for the provision of suitable automatic cut out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- b) The hirer is responsible for ensuring that all gangways, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times.
- c) Hirers must make themselves aware of Fire Regulations and procedures in force and as outlined in the fire evacuation notices displayed in community facilities.
- d) No explosives, highly flammable spirits or liquid gas containers shall be brought into community facilities and the use of naked lights in any part of the building is strictly prohibited.
- e) All chemicals and substances used by users must be approved by Anglia Community Leisure. In accordance with COSHH regulations the management would then seek a produce data sheet and thereafter carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval. In the event of an accident with the premises the hirer must report the incident immediately to the Duty Officer/Caretaker and an Accident Report Form must be completed and returned specified on the form.
- f) Hirers who make use of the Swimming Pool facilities are required to abide by the Health and Safety Policy of Anglia Community Leisure

**7. Food Safety**

- a) The Management reserves the right at all times, to restrict the consumption or preparation of any food or drink that has not been purchased within its facilities.
- b) The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations.
- c) The hirer is expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purposes intended.
- d) The hirer will be required to remove all reasonable waste from the environment of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.

**8. Performance of Sound Recording / PRS / PPL**

- a) The hirer agrees to obtain all necessary copyright licences for the public performance of any music in connection with this hiring agreement and to indemnify the management against all claims, demands, actions and proceedings arising out of any breach of copyright or resulting from the hirer's public performance of music in connection with this agreement.
- b) The hirer must comply with all Performing Rights Society (PRS) Regulations and supply any relevant information pertaining to this as requested by the management.
- c) The hirer will obtain all necessary licences from the Phonographic Performances Limited (PPL) in respect of use of sound recording and indemnify the management against all claims, demands, actions and proceedings arising out of any breach of copyright during the let.

## **9. Advertising**

- a) The hirer or the user must not advertise or publicly announce any event to take place at the facilities without prior permission of the Management;
- b) In all correspondence, leaflets, posters, advertising material and the like, the facility in question must be referred to by its proper name. All leaflets, posters, advertising material and the like to be used in the promotion of events held at the facilities must receive prior approval of the Management, who at its absolute discretion has the right to alter or refuse to allow the publication of such material if it is considered inappropriate.
- c) Any event advertised by fly posting is liable to result in immediate cancellation of the event and the loss of any deposit paid.

## **10. Charges**

- a) The charges for the use and hire of the facilities shall be as advertised or as agreed at the time of booking. Charges are subject to review and may be altered by the Management from time to time, entirely at the Management's discretion.
- b) In the event of charges not being paid in accordance with these conditions, all further bookings may be cancelled, without notice, by the Management.

## **11. Bookings & Hire**

- a) Casual bookings of the Leisure Centres can be booked by individuals, clubs and organisations up to 7 days in advance, at reception, subject to availability.
- b) Applications for hiring of all other facilities, including those more than 7 days in advance, period bookings, block bookings or series of lets, must be made in writing, on the prescribed application form. Application forms must be signed by the individual or an authorised official of a club or organisation. The hirer will receive written confirmation signifying whether or not the booking has been accepted.

## **12. Block Bookings**

Block booking shall mean a regular booking of 10 sessions or as determined by HM Customs and Excise from time to time for the purpose of Value Added Tax.

## **13. Cancellations**

- a) The Management reserves the right to cancel and/or relocate bookings, courses and classes at any time before the proposed event. The Management reserves the right to close, prohibit or limit the use of any facilities entirely at its discretion at any time. The Management will not be liable for any loss or expenditure incurred by or on behalf of the hirer or on behalf of any other person arising from the exercise of this discretion, or from the cancellation of any booking by the Management for any reason.
- b) In the event of a cancellation by the hirer or failure to take up any booking within 14 days of the booking, the hirer is liable to pay the Management the full hire charge. If cancellation by the hirer is received within 14 days of the booking then the hirer will be entitled to a full refund less an administration fee of no more than 25% of the hire charge.

## **14. Contraventions**

Any person contravening any part of these Standard Conditions may be required to forfeit their booking or hire and, if so required, shall immediately leave the facilities and may be refused future access or use.

## **15. Alteration & Amendments**

These Standard Conditions or any part thereof may be altered, amended, added to, excluded, modified, varied, revoked or waived at any time by the Management.

## **16. Criminal Records Bureau**

It is Anglia Community Leisure's policy that all its staff working in front line Leisure Services receive a Criminal Records Bureau (CRB) check. It is strongly recommended that all "hirers" use only approved coaches or volunteer help where appropriate. For advice and guidance please contact Forest Heath District Council Sports Development Officer on 01638 719763.

## **17. Licensed Activities**

Where the use of a facility by a hirer involves the undertaking of any activity subject to the requirements of licensing under the Licensing Act 2003, it is the responsibility of the hirer to ensure that the appropriate licence is in force and valid. The Management holds a licence under this Act and may provide the benefit of this licence to a hirer if this is agreed in advance.

## **Chief Executive**

**Anglia Community Leisure, c/o Newmarket Leisure Centre, Exning Road, Newmarket, Suffolk CB8 0EA  
Tel: 01638 782535**