



# Queen Elizabeth Community Sports Facilities

## Terms and Conditions of Hire

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### GENERAL:

These terms and conditions are binding upon any individual, person, club or organisation hiring the Queen Elizabeth Community Sports Hall, MUGA or netball court (hereafter Sports Facilities) at Carn Gwaval, St Mary's, Isles of Scilly. They do not apply to individuals attending 'pay and play' sessions, or other classes or staffed sessions organised by the Council of the Isles of Scilly (hereafter CIOS).

The "hirer" in these regulations and conditions shall be the person or persons, club or organisation named on the booking form and shall include where appropriate all employees, agents or representatives of the hirer.

The hirer must be over the age of 18 years (Parents or guardians of under 18's must sign on their behalf).

The Sports Facilities may only be used for the purpose and period shown in the official confirmation of booking, unless the hirer has obtained the prior written consent of the CIOS. No transfer of booking and no sub-booking is allowed.

Bookings made in advance are subject to the condition that the scale of charges in force on the date of the function will apply.

CIOS reserve the right to amend or vary these conditions.

Users will be notified of any such amendments one calendar month in advance of any such amendment becoming operative by publication on the public notice board in the reception area. A copy of these conditions (as amended from time to time) is available for inspection at the premises and conditions applicable to hiring are those in force at the time of hire.

### FACILITIES:

#### General

Hirers must be aware that the Sports Facilities are shared with the Five Islands School. **It is the responsibility of the hirer to ensure that the Sports Facilities are left in a clean and clear condition, ready for the next users.**

Any equipment supplied to the hirer as part of the hire agreement must be left as found, and any damage reported to the Sport and Leisure Manager as soon as is reasonably practicable. Hirers are not permitted access to the Sports Hall store, without prior consent.

Fire doors must be left clear at all times, and they must not be used unless in an emergency. Smoking is prohibited throughout the Sports Facilities.

#### Footwear

Please note the Sports Hall has a specialist flooring and appropriate non marking indoor shoes should be worn at all times unless a protective floor covering is in place. On the artificial turf of the MUGA, plastic moulded studs or rubber blades may be worn, but aluminium/metal studs are not permitted.

#### Catering

No food or open drinks may be brought onto the Sports Facilities without prior consent. Please request this at the time of booking and guidelines will be given. Only drinks in non spill/sports cap plastic bottles are authorised for use.

### REGISTERS:

Hirers are required to complete a register of attendees at every session, and to leave a copy of this on the premises for the Sport and Leisure Manager.

### PAYMENT OF CHARGES:

#### Charges

A list of charges for the use of the facilities may be obtained from the Sports Hall office. These are subject to change at the beginning of April every year. The hirer will be responsible for obtaining up to date information.

#### Casual Hire

Casual hire is deemed as being 'one off' or non frequent and non patterned bookings. Payment must be made at the booking stage. If the booking is made for some time ahead, (i.e., a period of three months or over in advance) the hirer is subject to a deposit of 20% and will be charged at the rate in force at the date of the function. The balance of payment must be paid no less than 24 hours before the event, or the facilities will not be made available to them. The deposit will also be forfeited under these circumstances.

#### Block Bookings

These are bookings for ten or more sessions where there is no more than two weeks between individual sessions. Refunds may be made in the event of unforeseen non-availability of the facility. The full amount must be paid upon receipt of an invoice.

#### VAT Exemption

Please refer to the Sports Hall Clubs/Groups Booking Form for further information about VAT exemption.

### INSURANCE:

Those hirers who are affiliated to National clubs or organisations must provide a copy of a relevant and valid (for the period of hire at least) insurance certificate. Non-affiliated clubs and those which are groups organised by individuals must decide whether they require insurances for the purpose of their activity.

In the case of any contact sport, or a sport which involves combat skills (such as fencing or any form of swordsmanship) insurances are mandatory.

### CHILDREN AND YOUNG ADULTS:

Children (under 16) and young adults (16 and 17 year olds) are very welcome to use the Sports Facilities under the following conditions:

- all clubs which have children and/or young adults as members must hold insurance for injury and public liability, and provide a copy of their valid insurance certificate at the time of booking.
- that a copy of the Sports Facilities Safeguarding policy is read and understood by the hirer who shall be over 18 years old.
- that any stipulation within the aforesaid policy is adhered to with regard to risk.



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- that the hirer satisfies national legislation in relation to adult/child ratios for supervision purposes.
- that the hirer satisfies national legislation with issues surrounding child protection.
- that the hirer carries out an enhanced Criminal Records Bureau (CRB) check on all coaches, assistants and volunteers who will be involved in running sessions at the Sports Facilities. Copies of CRB certificates will be required at the time of booking.
- that the group leader notifies parents or carers of their insurance details.
- that any accidents that occur are reported to the Sport and Leisure Manager as soon as is reasonably practicable, especially in the event of serious injury or hospitalisation. Contact details can be found via the Town Hall telephone number 01720 424000

## SECURITY:

CIOS will not be liable for any loss or damage to any article left on the premises, howsoever caused. No valuable personal effects should be brought onto the premises. All lockers must be emptied at the end of the facility hire period.

Every attempt must be made by the hirer to ensure the well being of its group members for the duration of their visit. It is the hirer's responsibility to ensure all the group have vacated the area along with all belongings.

## EMERGENCIES AND ACCIDENT INFORMATION:

It is a condition of booking that all club/organised group hirers have a named, trained first aider present at every session. Copies of the relevant first aid certificates, or signed confirmation from the club that these are held, will be required at the time of booking. There are first aid facilities on site, but hirers are encouraged to bring their own first aid kits.

In the case of an emergency, the hirer agrees to follow the Sports Hall Emergency Action Plan (EAP) and to report all details of the incident to the Sport and Leisure Manager as soon as is reasonably practicable.

## INJURY TO PERSONS AND DAMAGE TO PROPERTY:

CIOS will not in any circumstances be responsible for injury to persons (except in the case of negligence by CIOS) or any damage to or loss of goods or property brought onto the premises by the hirer or persons attending any meeting, function or event therein.

### Damage to Property

The hirer shall be liable on demand for any damage to the premises or the fixtures, fittings, furniture and any articles belonging to CIOS and caused by his/her use of the premises. The cost of such damage shall be assessed by an appointed loss adjuster or maintenance company whose decision thereon shall be final.

## CANCELLATION OF BOOKINGS:

CIOS reserves the right to refuse any bookings without explanation and to cancel any bookings upon reasonable grounds. In the event of cancellation by CIOS, its representative will give written notice to the hirer if practicable and any fees or deposits already paid will be refunded, or alternative dates may be offered.

In the event of a booking being cancelled by the hirer, at least 24 hours notice shall be given to CIOS. If less than 24 hours notice is given by the hirer, they shall be liable for the full charges. CIOS will not be liable for any consequential loss. In particular hirers must note that on occasion facilities may be unavailable due to the need for repair, or for safety reasons, and whilst CIOS seek to give notice, it is not always practicable to give a reasonable period, or in some cases, any advance notice.

## COMPLIANCE WITH CONDITIONS:

The hirer shall be responsible for ensuring that these conditions are strictly observed and must obey and observe all policies and regulations of CIOS or any other relevant Authority as appropriate. In the event of a refusal to comply with these conditions or any reasonable instructions by CIOS, the hirer and any persons attending the event may be excluded from the premises. The hirer will, however, remain liable in respect of hire charges. Any complaints connected with the hire of the premises should be made in writing to CIOS within seven days.

By signing this form you are stating that you have read, understand and will abide by these Terms and Conditions of Hire:

## Please PRINT

Hirer:

Hirer's signature:

Name of group / club (if appropriate):

Signature of CIOS personnel:

**Should you require this document in larger print or an alternative format please contact 01720 424000 or email [diversity@scilly.gov.uk](mailto:diversity@scilly.gov.uk)**