

# Suffolk New College Sports Centre

## **TERMS & CONDITIONS OF USE**

These terms and conditions, together with the form of application to hire the sports centre, shall constitute the contract between the college and the hirer(s)

### **Application**

1. Application for hire must be made on the application form provided which will form the basis of an agreement for the use of Suffolk New College Sports Centre. All applications will be confirmed in writing
2. If an organisation is hiring the facilities both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
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 college.
6. Times requested for your booking must be strictly adhered to, areas must not be used prior to commencement of your booking and must be vacated by the stipulated times.
7. Any equipment and/or furniture required must be included in the "additional Requirements" part of the booking form
8. Use of the Multi-purpose rooms for private functions will need to pay a £20 cleaning deposit and this will only be refunded if the room is left in a reasonable condition. All hires must remove their excess rubbish to the external bins
9. Subscription users must to have a minimum of 10 Weeks to class as a subscription and be applicable for the subscription discount. Any subscriptions that are shorter than 10 weeks will be charged at the normal rate.

### **Cancellation**

1. There will be at least one week's notice, for any cancellation of a casual booking made by a hirer. Cancellations made after this date may be charged at half the booking fee. Less than a weeks' notice will incur full payment
2. The college reserves the right to cancel any booking at any time in the event of the college requiring the facilities for college purposes or for any other reason which is considered necessary by the college. This may be at short notice.
3. For Subscriptions attendance will be monitored and frequent or high numbers of cancellations may result in your subscription ending.
4. Subscriptions are regular weekly slots. A cancellation for 4 weeks or more will result in your subscription ending.

### **Payments**

1. Payments for events must be paid for 7 days prior to the event taking place.
2. Any extension of the stipulated time will result in extra costs to the hirer including staff costs for every half hour, or part of
3. **All regular court bookings must be paid for at least 7 days in advance to secure your reservation.**  
Failure to make payment by this deadline will result in the booking being automatically cancelled without notice.
4. Casual bookings must be paid for at the time of the booking

## **Indemnity and Insurance**

1. The hirer shall be responsible for all damage caused and shall indemnify the college against all loss, damage and expense unless due to the negligence of the college and any such damage shall be reported immediately to Suffolk New College Sports Centre.
2. The hirer shall indemnify the college against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the facilities unless due to the colleges negligence.
3. For events, the hirer shall obtain insurance against legal liabilities to third parties (including the college) with a limit of indemnity of at least £5 million for any one incident.

## **The Premises**

1. Access is restricted to the rooms included in the booking request and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
2. Smoking is not allowed anywhere on site, including the use of E-cigarettes.
3. This agreement does not include the use of any equipment, except where specifically agreed.

## **Performing Rights and Licences**

4. No copyright works shall be performed in the facilities without the licence of the copyright owner and the hirer shall indemnify the college against any penalty or sanction for any copyright infringement that may occur.
5. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
6. The facilities shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the college.
7. No alcoholic drinks shall be brought onto the premises.

## **Health and Safety**

1. The hirer is responsible for the health and safety of everybody using the facilities and must make itself aware of the fire precautions and procedures in existence.
2. Electrical apparatus shall not be brought onto the accommodation without the colleges consent and must have current PAT tested certificates on all appliances.
3. All accidents must be reported to the sports centre staff.
4. The hirer shall leave the accommodation in a clean and orderly state.
5. The disposal of any refuse arising from the use is the responsibility of the hirer and must be placed in the bin store outside, bin liners are available upon request.
6. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
7. 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 the college site.
8. All clubs/organisations hiring the facilities must have the following policies in place:
  - a. Health and Safety
  - b. Child Protection (if working with Children)
  - c. All clubs must ensure they have updated first aid supplies, including ice packs for their participants.

NOTE: The sports centre cannot provide ice packs

**Preservation of Order**

1. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
2. The college 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.