

Conditions of Hire - Leisure Centres

Introduction

Wirral Council's commitment to hire its facilities responsibly in order to safeguard and promote the welfare of users, Wirral council's duty under the Children Act 2004 is reflected in these conditions of hire for Leisure Centres.

Clubs, Groups and Organisations wishing to hire Leisure facilities will need to demonstrate they have valid qualifications/licences, appropriate insurance up to date CRB certificates.

1.0 General Conditions

Applications must be made on the official booking form available from the premises reception desk. The application only becomes a booking when confirmed in writing by the Premises Management and on receipt, at the premises, of the acceptance form signed and dated by the hirer.

- 1.1 The Hirer shall be the person named on the application form and shall be solely responsible for compliance with all conditions and regulations set out below.
- 1.2 The Council reserve the right to amend fees and charges liable at any time.
- 1.3 Payment of agreed charges for the hire must be made in advance no later than 7 days before the start of the hire session. Additional charges and deposits may be applied if the hirer has requested any special provision beyond the standard resources held by the premises.
- 1.4 Hire for commercial purposes or generation of income by individuals or organisations, (other than for charity fund raising) maybe subject to an increase charge above the standard charges, this will be at the discretion of the programme management.
- 1.5 Cancellation of a single booking/event by the Hirer must be made in writing and received at the premises no later than 7 days prior to the commencement of the hire session. Any expenses for special provisions incurred by the premises in connection with the booking will not be refunded however hire costs will be credited to another session (or refunded by agreement with the Premises Management).
- 1.6 Hirers must comply with all instructions given or requirements made by the Council's representatives in connection with the hiring, Hires, are responsible in the event of an emergency evacuation for accounting to the emergency services for all persons attending their function. Hirers should contact the Premises attendants prior to the start of the function to familiarise themselves with evacuation procedures and to identify the location of fire exits.
- 1.7 The Council does not accept responsibility for any loss or damage suffered by the hirer unless it is caused through the negligence of the Council, its officers or its staff. Hirers must undertake and agree to take all proper and necessary precautions for the supervision of participants and for the prevention of accidents arising from the activity or in connection with the event, Hirers must accept full responsibility for and indemnify the Council, its Officers, servants or agents from and against all actions, claims and demands arising out of the engagement. Hirers are responsible for all their property whilst on the premises and for its removal following the letting.
- 1.8 Hires are responsible for good order and conduct throughout the letting and shall ensure nothing occurs on the premises which would constitute a public nuisance.
- 1.9 Any damage caused to the premises or its contents used in connection with the hiring shall be paid for by the hirer. Additionally the hirer must ensure that only appropriate and regulation footwear is worn in playing areas and that smoking is not permitted on or around any outdoor playing area.
- 1.10 The hirer shall leave the premises in a clean condition to the complete satisfaction of the Premises Management and any expenses incurred by the Council in putting the premises in a clean condition following the letting shall be recoverable from the hirer.

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- 1.11 Hirers must not sub-let or transfer their hires, and the premises must be used only for the purposes indicated at the time of booking.
- 1.12 The maximum accommodation numbers indicated to the hirer must not be exceeded. The Premises Management or his/her representative has full authority to exclude any person in excess of that number. *Note: to comply with Fire Regulations this clause will be strictly enforced.*
- 1.13 The hirer shall, when required to do so by the Premises Management or his/her representative, appoint an agreed number of responsible, appropriately vetted, adult stewards.
- 1.14 The hirer must ensure that the premises are vacated at the hour agreed or at any time during the period of hire if required in the interests of public safety.
- 1.15 No licensing and catering arrangements can be made except as agreed with and directed by the Premises Management.
- 1.16 It is an express condition of this agreement that it is the responsibility of the persons hiring or otherwise using the premises with consent to ensure that there is no infringement of any copyright whatsoever connected with the said use. Further it shall be the responsibility of the person or persons using or hiring the premises to ensure that any appropriate licenses or permits are obtained in the proper manner. This applies to Performing Rights Society (*i.e. Live Music*) and the Phonographic Performance Limited (*i.e. Recorded Music*).
- 1.17 If the hirer fails to comply with any condition the Premises Management or his/her representative may take any action that is thought necessary in connection with the hire.
- 1.18 The hirer shall not exhibit or permit to be exhibited any advertisements or notices anywhere in connection with the event for which the premises have been hired except in accordance with the Town and Country Planning Act (Control of Advertisements) Regulations 1992. Further details of which can be obtained from the Director of Technical Services, Cheshire Lines Building, Canning Street, Birkenhead, CH41 1ND.
- 1.19 Please note that if any person displays an advertisement in contravention of the aforementioned regulations he/she shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.
- 1.20 The Council may cancel bookings at any time without payment of compensation. All charges will be refunded except in the case of seasonal/block booking where no refund shall be payable. *Note: See section 3.0 conditions in respect of VAT.*
- 1.21 In the event of weather conditions at the time of the hire being unsuitable for the use of pitches, the Council shall have the right to refuse permission for such use and return the hiring fee, except in the case of seasonal/block booking where no refund shall be payable. *Note: See 3.0 conditions in respect of VAT.*
- 1.22 The use of any part of the Councils premises shall be by way of hire only and shall be understood not to grant the hirer any right or interest in the premises other than such temporary use as may be granted by the Council. The booking does not give automatic entitlement to renewal for further sessions.
- 1.23 Any Equipment required for the booking activity will be set up within the hirers time.

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2.0 Conditions for Swimming Pool Hire for Club training the following conditions apply.

By permission of The Council bona-fide swimming clubs may be granted exclusive use of the various swimming pools outside normal public hours of use subject to the following regulations. Priority will be given to Swim 21 accredited clubs who support the Wirral swimming training programme/Wirral Metro Swimming Club.

- 2.1 Use of the swimming pools is granted for bona-fide training, practicing and coaching purposes only in accordance with the ASA National Plan for Teaching Swimming (NPTS) 8 to 12.
- 2.2 Clubs must be Swim 21 accredited or, as a minimum, completed the Swim 21 audit phase and registered with the Amateur Swimming Association (ASA).
- 2.3 If a club is suspended by the ASA Wirral Council will automatically suspend the hire agreement until the issue leading to the ASA suspension is resolved.
- 2.4 No Club will be admitted without a nominated responsible officer in charge who must be present throughout the session. An appropriately qualified instructor/coach must be present throughout the whole training period. A full list of Club officials and swim coaches must be submitted to the Premises Management along with evidence of their qualification/licence.
- 2.5 A club official must be present at the entrance to the premises when members are being admitted and members may be requested to produce evidence of membership before being admitted.
- 2.6 The clubs nominated responsible officer will be required to advise premises staff of the number of persons admitted to each session to be recorded in the premises information system.
- 2.7 Clubs must undertake and agree to take all proper and necessary precautions for the supervision of their members and for the prevention of accidents arising from the activity or in connection with the event and accept full responsibility for and indemnify the Council and its Officers, servants or agents from and against all actions, claims and demands arising out of the engagement.
- 2.8 In particular, the hirer must not permit the practice of shallow racing dives in the area designated as the shallow end of the swimming pool and will accept full responsibility and liability in the event of doing so. If such a dive is required in competition events then the hirer shall satisfy themselves as to the competence of all competitors to undertake this method of entry into the water and will strictly control and supervise this action.
- 2.9 *For Gala hire and sponsored swimming events the following additional conditions apply.*
- 2.10 The Hiring charge covers a period of 3 hours which will be from the time of admission to the participants, officials and spectators to the time that the pool hall is cleared of all spectators and participants. Setting up and dismantling of equipment is also included in this time. An excess charge will be levied for every hour or part hour in excess of 3 hours.
- 2.11 The organiser must provide sufficient stewards to adequately control competitors and spectators.

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3.0 Value Added Tax (VAT)

*Hirers may be exempt of charges for VAT provided that **all** the following conditions are met;*

- 3.1 The series consists of 10 or more sessions.
- 3.2 Each of those sessions is for the same sport or activity.
- 3.3 Each session is in the same place (meaning the same premises or sports ground).
- 3.4 The interval between each session is at least one day but not more than 14 days.
- 3.5 There is a written contractual agreement between both parties that all sessions will be paid for. (Payment can be by instalments but as a minimum requirement should be on the day of each session). *See below.*
- 3.6 The hirer cannot be allowed to cancel any sessions and receive a refund.
- 3.7 The hirer has exclusive use of the area/facility specified.
- 3.8 The hirer is; a school, a club or an association representing affiliated clubs or constituent associations

Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the operator of the premises specifying a named contact, collecting subscriptions from members and so forth.

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4.0 Conditions for Telephone and casual/occasional hire of sport facilities and activities.

- 4.1 Bookings can be made up to 7 days in advance in person or by telephone. *Note: Invigor8 subscribers can book 8 days in advance.*
- 4.2 To secure the booking payment must be made in full when making the booking and attendance must be recorded at the site by presenting your membership card or details 15 minutes before the booking is due to start. .
- 4.3 If the booking is not secured the reservation can be sold, providing full payment is made at the time of the sale.
- 4.4 ***Note: Invigor8 subscribers must present their Invigor8 card, a minimum of 15 minutes in advance of the booking start time to secure the booking***
- 4.5 Failure to attend a pre booked activity will result in normal charges being applied, regardless of membership type
- 4.6 Each member is responsible for their own bookings and are therefore responsible for points 4.4 and 4.5 of the conditions of hire.
- 4.7 If a booking is cancelled by telephone then a refund of any payment cannot be made by telephone, but where a refund is applicable then this will be made at the leisure centre where the booking was reserved.
- 4.8 Cancellation of a booking must be made at least 2 days before the booking date or the full charge without refund will be incurred.
- 4.9 The member whose card and pin details are used for the telephone booking service or in person at a site will be held responsible for points 4.5 and 4.6 of the conditions of hire.
- 4.10 The management reserve the right to move any booking from the activity area booked to an alternative area in accordance with the requirements of the facility.

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5.0 Conditions for online casual/occasional hire of sport facilities and activities.

- 5.1 Bookings can be made up to 7 days in advance in online. *Note: Invigor8 subscribers can book 8 days in advance.*
- 5.2 To secure the booking payment must be made in full when making the booking on line, and attendance must be recorded at the site by presenting your membership card or details a minimum of 15 minutes before the booking starts
- 5.3 If the booking is not secured, the reservation can be sold providing full payment is received within 15 minutes of start of booking time
- 5.4 If a booking is cancelled on line then a refund of any payment cannot be made on line, where a refund is applicable then this will be made at the leisure centre, where the booking was reserved.
- 5.5 Cancellation of an online booking must be made at least 2 days before the booking date or the full charge without refund will be incurred.
- 5.6 Failure to attend a pre booked activity will result in normal charges being applied, regardless of membership type.
- 5.7 The member whose card and pin details are used for the on line booking service will be held responsible for points 5.5 and 5.6 of the conditions of hire.
- 5.8 The management reserve the right to move any booking from the activity area booked to an alternative area in accordance with the requirements of the facility.