

St Dunstan's Enterprise Sports facility Terms and conditions

These booking conditions are designed to explain the terms on which you agree to hire a St Dunstan's Enterprises Facility - what is required of you or your organisation and our responsibilities in ensuring your booking(s) is/are managed successfully. We request that you confirm all details relating to your booking with the relevant centre prior to the hire date. If, nearer the date you have any specific additional needs or queries, please do not hesitate to contact the centre.

1 - Definitions:

"The hirer" is the person/club/ organisation hiring any part of the facilities and is restricted to persons aged over 18 . "The Manager" is the authorised member of staff. "Booked period" is the time (day, date and hours) which have been booked and includes the time to set-up and set down.

"User" is any person using the Centre or any of its facilities whether or not any charge has been paid and includes spectators connected directly or indirectly with the hirer.

2 - Admissions:

The Manager reserves the right to refuse admission of any person and to ask any person behaving inappropriately to leave the premises.

3 - Application for Hire:

Applications for the hire of facilities must be made by completing the application form. The hirer shall not sub-let or assign any interest he may have in any agreement for using any part of the Centre without previous consent in writing from the Manager

4 - Booking and Payment of Fees:

a) One-off bookings must be paid for in full, a minimum of one month in advance of the period of hire.

b) One-off bookings for events are subject to a non-refundable deposit of a minimum of 10% of the total, payable at time of booking.

c) All charges for a series of bookings must be paid before the first booked period of the period of hire/series of hires. In the event payments are not made in accordance with these conditions, the Manager reserves the right to cancel all further booked periods.

5 - Clubs/Schools claiming exemption from VAT must satisfy the following criteria:

a) The series of bookings consists of one or more sessions.

b) Each session is for the same sport or activity.

c) Each session is in the same place (centre), although a different pitch, court or lane is acceptable, different number of pitches, courts or lanes is also acceptable.

d) The interval between each session is at least one day but not more than fourteen days. The duration of the sessions may be varied; however there is no exception for intervals greater than fourteen days through the closure of the facility for any reason.

e) The series is to be paid for as whole and there is written evidence (invoice) to the fact. Once a series of bookings has been paid for they cannot be cancelled or refunded.

f) The person to whom the facilities are let has exclusive use of them during the session(s).

6 - Cancellation by the hirer:

a) In the event of the hirer cancelling within 48 hours or failing to take up any booked period the charge shall remain due.

b) We reserve the right to charge an administrative fee for all cancellations or alterations (max £50).

7 - Cancellation by St Dunstan's Enterprises:

The Manager, reserves the right to refuse any booking or to cancel or terminate any booking for any reason whatsoever, without being bound to give any reason for doing so and SDE will not, as a result of the exercise of this right, incur any liability for the breach of contract or otherwise, or be held liable for any expenses incurred by the hirer, either directly or indirectly from such refusal, cancellation or breach, any charge, or an apportioned part thereof will be refunded.

8 - Access:

The Manager, or an appointed representative, in the course of duty, shall at all times have free access to all parts of the building and is empowered to enforce such regulations for the control of persons using the building as shall be in force at the time.

9 - Licensing & Safety: The hirer must at all times adhere to all insurance and licensing regulations relevant to their booking and all Health & Safety regulations including all safety instructions issued by SDE staff. The hirer shall arrange to conform to all the statutory regulations and conditions that may apply to his use of the Centre and shall take all the necessary precautions to protect the safety and well-being of their users and other users of the Centre.

10 - Insurance:

The Manager may require the hirer to take out and confirm insurance cover against such risks as may affect the conditions of hire and shall indemnify SDE against all claims, costs or proceedings that may arise as a result of hire. A copy of the insurance certificate must be provided.

11 - Damage or loss of property:

SDE accepts no responsibility or liability for damage to, or loss of any property or articles or things whatsoever placed or left in or on the Centre or any part thereof by the hirer or user.

12 - Injury:

Use of the centre and all equipment, facilities and amenities is permitted entirely at the users' own risk and SDE shall not be liable for any personal injury to any user or consequential loss. The user is responsible for supervising the activity unless Centre staff supervision has been agreed by the Manager. It is the responsibility of the hirer to ensure anyone directly involved with instructing and/or supervising their activities is suitably qualified / trained.

A copy of the qualification may be requested.

13 - Advertising and Photography:

- a) The hirer must receive written confirmation or approval from the Manager for any advertisement or publicity he/she may wish to display.
- b) The hirer must request permission from the Manager for the use of any photographic, filming or recording.