

# Conditions for the Hire of Premises

The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or sums due in respect of the letting to the Hirer and the observance of regulations imposed by 3d Health & Fitness.

## 1. Damage, Loss or Injury

The Hirer is advised to be insured in respect of Third-Party risks and in any case 3d Health & Fitness will not be responsible for any accident to persons or property arising out of the letting of the Wey Valley School premises.

## 2. Protection of Premises and Movable Property

Equipment: - Only the equipment agreed **in writing** with 3d Health & Fitness, may be used. In the event of any damage to premises or property 3d Health & Fitness shall make it good and the Hirer shall pay the cost of such reparation. All external equipment bought onto the premises by external hirers must have been appropriately checked and tested to meet current Health & Safety legislation and certification produced for inspection when requested. For example, All electrical equipment, inflatables, staging.

## 3. Sub-Letting

The Hirer shall not sub-let to another person / organisation.

## 4. Drink

No intoxicants shall be brought onto or consumed on the premises without the prior agreement of 3d Health & Fitness. Please ensure any spillages are rectified immediately to prevent risk to other users. Only Drink Containers with lids are allowed in exercise areas including the sports hall, gym, studio and PT Suite.

## 5. Smoking

Smoking is prohibited throughout the school premises.

## 6. Food & Drink

Food is not to be brought into the Sports Hall, Gymnasium or changing rooms. Preprepared food may be consumer in the studio by prior arrangement for functions & Events. The hirer has responsibility for all cleaning post event. All drinks in premises must be in containers with secure lids to prevent spillage hazards.

## 7. Dancing

Use of materials for preparing floors for dancing is prohibited.

## 8. Access

Access to all facilities is via 3D Health & Fitness Reception entrance and not through the school. Access to the outdoor facilities is via the path at the rear of the sports hall. The hirer must report to reception before commencing any booking. **A representative of the hirer must swipe in at 3d Health & Fitness Wey Valley Reception before commencement of the booking using the membership card/barcode/QR code issued – this replaced the manual sign in system used previously.**

## 9. Vacation of Premises

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The Hirer shall ensure that premises are vacated promptly at the end of the letting to allow any subsequent booking to commence at their designated start time and all areas used by the Hirer are left in a tidy condition. (See condition 16)

#### 10. Instructions

The Hirer must comply with all reasonable instructions issued by the School Principal, Head of PE or 3d Health & Fitness or Ambitions Academic Trust (AAT)

#### 11. Cancellations

The Hirer acknowledges that the school has first call on its premises and the letting may be cancelled provided that in each circumstance at least 7 days' notice is given to the Hirer.

The Hirer also acknowledges that the school and 3d Health & Fitness Wey Valley School are responsible for the cancellation of fixtures or hire due to circumstances beyond our control such as weather & pitch conditions, in these circumstances a booking/fixture will be rescheduled in liaison with the hirer, in circumstances where it is not possible to re-schedule a credit note will be raised. Please Note Outdoor Grass football pitches are only marked for Autumn & Spring Terms, Summer Sports take preference in the Summer Term.

**For Block Bookings of Indoor Facilities (10 or more)** The Hirer is responsible for informing 3d Health & Fitness Wey Valley School of any cancellations. This must be confirmed **by e-mail**, a minimum of 7 days before the booking is due to take place to entitle the hirer to a replacement booking at the end of the current block, if the hired space is available. A replacement booking will only be allowed at the Club Managers discretion in circumstances where less than 7 days' notice has been provided by the same means as above, this will only normally happen in circumstances where 3D Health & Fitness Wey Valley School have been able to hire to an alternative customer and may also be subject to the hirer making an additional block booking. No refunds will be given for cancellation and no replacement booking will be given when we have received no notice of cancellation under any circumstances.

**For Grass Pitch Bookings, MUGA Bookings, one-off bookings or less than 10 sessions**, the booking is only confirmed on receipt of payment. Cancellation is required by **e-mail only**, a minimum of 48 hours prior to the booking. No refunds – with the exception of where cancellation is out of 3d Health & Fitness Wey Valleys control i.e., weather or school use, in these circumstances a credit will be raised against a future booking.

**All bookings must be confirmed and paid for at least 3 days prior to booking.**

**Confirmation of cancellation** - Hirers must receive a confirmation e-mail from the club manager or their deputy in their absence, within 7 days of their cancellation confirmation e-mail, if this is not received, please contact the club direct on 01305 817072 (voicemail available) and request a confirmation e-mail and back this up with a further e-mail. Cancellation is not confirmed until a confirmation e-mail is received from 3d Health & Fitness Wey Valley School and no credit will be raised where the terms are not met.

#### 12. Preference

Preference will be given to block bookings of 10 sessions or more. A User Agreement must be completed for all bookings and confirmation of booking will be sent by e-mail from the club manager. The booking is not confirmed until a confirmation e-mail is received from the club manager and the initial payment has been made. An annual membership administration charge of £20 is made to access block bookings and payment by invoice.

#### 13. Payments

Invoices for Block Bookings will be issued on a monthly basis in advance, with payment terms of 14 days from issue of invoice. The initial months bookings must be paid in advance and invoices will then be issued on a monthly basis in advance. Any future bookings may be cancelled if an invoice remains outstanding after this time. No Booking is confirmed until the initial payment has been received. Invoicing will only be possible when

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a signed and confirmed user agreement is in place and the annual membership administration charge has been paid **Invoice payment is by Bank Transfer Only – no payments can be made in club.**

**Bookings of less than 10 sessions or on a pay as you play basis must be paid in advance only.**

In the event of a default of payment, 3d Leisure or Wey Valley School may disclose personal particulars contained in the booking agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears. Any default in payment beyond the 14 days from issue will result in the loss of any block booking discount applied.

#### 14. Register & Safeguarding

All Hirer's are to maintain a register of attendee's that must be used in the event of an emergency requiring evacuation of the building. In the event of an evacuation, the hirer must present this information to 3d Health & Fitness Staff at the muster point. Information relating to Fire & Evacuation procedures will be issued at time of booking. Please ensure you have this information before commencement of the first date of your booking. If in any doubt, please contact the Club Manager.

Hirers are responsible for the adequate safeguarding of children in their care. Please ensure adequate safeguarding procedures are in place to meet current legislation before any booking commences. If you need any assistance or have concerns regarding safeguarding measures, please discuss initially with the club manager or with a duty member of staff.

#### 15. First Aid

Hirer's must provide adequate first aid provision for participants in the activity the facility is hired for which should be included in the hirers risk assessment.

#### 16. Refuse/Cleaning

The Hirer is responsible for cleaning all waste and refuse from the area hired at the end of their booking. Grass, small amounts of mud etc are understandable in the changing rooms for outfield bookings which can be cleaned up by staff sweeping the changing rooms afterwards and waste should be put in bins provided at the exit areas and reception, however participants in outdoor sports are requested to remove all dirty and studded footwear before entering the building (for large amounts of rubbish, please make arrangements with staff on duty/management). Staff will be happy to provide hirers with additional refuse bags and advise on waste storage/disposal area.

Any additional cleaning required by the site team or 3D staff following a booking will be charged to the hirer at a rate of £35 per hour or part of. Where commercial cleaning is required i.e. graffiti then the cost of commercial cleaning will be the responsibility of the hirer, but the organisation and hire will be managed by 3d Health & Fitness Wey Valley School in liaison with the WVA site management team.

#### 17. Pets

Strictly no pets are allowed on the facilities, the only exception to this condition is approved assistance/guide dogs.

#### 18. Safety

Hirers must inspect & risk assess the area hired for safety before commencing your booking and report any concerns to the 3d Health & Fitness Staff before commencing a booking. Under no circumstances should fire exits or emergency vehicle routes be obstructed.

Additional Control Measures regarding Communicable Diseases if applicable:

- External Hirers are responsible for their organisation's members or customers.

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- Risk Assessment to be carried out by hirer and discussed with 3d Club Manager prior to commencement of booking.
- Hirers to maintain a record of attendees and contact details for a minimum of 28 days for each session.
- Hirers to comply with all guidance issued by their sports or activities governing body.
- Hirers and members to arrive and leave at start and finish times of bookings and advised not to congregate in the building prior to booking. Hirers to provide their own equipment. Some equipment may be available to hire by prior arrangement.
- One-way entry and exit point to internal sports hall with use of existing fire doors, rather than through reception to prevent bottle neck in reception area.
- Spectator numbers to be kept to an absolute minimum but must comply with governing body and safeguarding regulations regards under 18s where applicable. Spectator must be managed by the hirer and are the responsibility of the hirer. No spectator seating or hardstanding is provided. Spectator barriers are available to hire, please arrange prior to booking with club manager.
- Hirers to provide hand sanitiser for their attendees and staff. Touch points within facilities e.g., benches to be cleaned by hirers, exit entry points to be cleaned by prior and after booking.
- Change over times managed through one-way system, all participants from previous booking to have left before commencement of next booking.
- Access for outdoor bookings to be managed by 3d Reception staff, both blue gates to sports pitches to be opened and pinned before bookings; closed and locked after bookings.
- Participants encouraged to arrive and leave in training equipment, changing facilities onsite only by prior arrangement and if available, prior arrangement is necessary and to be confirmed by club manager or their deputy in his absence.
- Separate toilet facility for external bookings to keep gym users and external bookings separate. For larger events and high spectator numbers additional toilets and welfare facilities to be assessed by hirer prior to the event and arrangements must be made for additional portable toilets and provisions at the hirers expense.

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