

NOTTINGHAM CITY COUNCIL'S CONDITIONS OF HIRE OF FACILITIES

These Conditions of Hire and the Application Form overleaf set out the agreement between the Hirer and Nottingham City Council for the use of the facility(s) at the Council's Premises as stated on the Application Form ("the Agreement").

1. Definitions & Interpretation

"Application Form" means the form overleaf completed by the Hirer in respect of the Premises.

"Hire" means the purpose or activity for which the Premises are required as set out in the Application Form for more than one occasion at the Premises.

"Council" means Nottingham City Council, whose address for the purposes of the Agreement is the Premises.

"Hirer" means the person(s) named in the Application Form as entering into the Agreement with the Council. "Leisure Centre Manager" means the person appointed for the time being by the Council to act as Manager of the Premises.

"Premises" means the venue for the Hire which the Hirer has indicated on the Application Form that s/he wishes to hire.

"Total Hire Charge" means the total amount to be charged for the Hire as set out in the Application Form.

2. Due and Final Date for Payment

2.1 The Hirer shall receive a Direct Debit payment schedule after 1st September 2019. Prior to 1st September 2019 the Hirer will receive an invoice requesting payment of the total hire charge and this should be paid in full 30days prior to the date of hire or as detailed on the invoice received. For event and one off bookings where the date of hire falls more than 30days in advance of the booking date a deposit of 10% of the total hire charge shall be paid.

2.2 The Council shall be entitled to charge statutory interest at 8% above the official dealing rate of the Bank of England current on the final date for payment in respect of any payment which is overdue under this Agreement and recover its reasonable associated recovery costs in respect of such overdue payments. Any amounts due under this clause 2.2 shall be treated as a debt due to the Council.

3. Total Hire Charge

3.1 The Total Hire Charge has been set using the scale of Council charges in force as at the date of the Agreement. The scale of hire charges is reviewed from time to time. If the scale of hire charges is increased between the date of the Agreement and the date of the start of the Block Booking, the Council may give the Hirer notice of any increased Total Hire Charge, provided that such notice is sent no later than one calendar month before the start of the Block Booking. In such event the Hirer may terminate the Agreement by notice but only where such notice is received by the Council within 14 days of the date of the Council's notification of the increased charge. In such circumstances, the Council shall immediately refund any payments received in respect of the Block Booking, subject to other provisions of these Conditions of Hire.

3.2 The Total Hire Charge, unless specifically stated in writing to the contrary, is for the use of the Premises, together with such dressing accommodation, seats, apparatus and appliances as are provided by the Council at the Premises and any other special equipment stated in the Application Form. Prior written approval of the Leisure Centre Manager must be obtained for any additional seats, apparatus, appliances or other furniture required by the Hirer which must be provided at his/her own cost.

3.3 The Total Hire Charge also covers heating and lighting, the ordinary preparation and reinstatement of the Premises and accessories and the ordinary service of the attendants under the direction of the Leisure Centre Manager or his/her authorised representative, but does not include any extraordinary work, service or attendance which must be provided by and at the cost of the Hirer.

3.4 The Hirer may be liable for charges in addition to the Total Hire Charge where the Council incurs extra expenses because of factors reasonably outside its control and/or as a result of the Hirer's and/or his/her guests' activities during the Block Booking. This includes (but is not limited to) the situation where the Hirer exceeds the allotted time or due to an amount of cleaning being required over and above that reasonably required for a Block Booking of that type.

3.5 The Hirer shall be liable for the cost of any special items ordered for the Block Booking by the Council at the Hirer's request, regardless of whether the Hirer terminates this Agreement prior to the start of the Block Booking, unless the Council is able (using its reasonable endeavours) to cancel the special items ordered without itself incurring any hire costs or cancellation fee.

3.6 The final date for payment of any additional charge payable as a result of the Council incurring extra expenses/costs as detailed in this clause 3 shall be 14 days after the date of the Council's invoice and the provisions of clause 2.2 shall apply to any late payment.

3.7 The Hirer shall be eligible for the Total Hire Charge to be offered at a reduced rate on the standard pricing policy, if the following conditions are met.

- The Block Booking is for a minimum term of 13 consecutive weeks/sessions
- For sporting activity the booking is made by an affiliated or constituted club and reasonable evidence of this is provided to the Customer Service Team.
- Use of facilities for sporting activities shall become available where services are not supplied to an individual as set out in VAT Notice 701/45: An individual is a family group, informal groups (where one individual makes a booking on behalf of a group of users of the sports facility), corporate persons and unincorporated associations, provided that the suppliers are closely linked and essential to sport and that the true beneficiaries are individuals taking part in sport.

4. Termination and amendments

In the event that the Hirer terminates this Agreement at any time before the hire date and the Council, using its reasonable endeavours, is unable to obtain a replacement booking for the premises, the Council will be entitled to retain the deposit. The outstanding balance (if any) will be refunded on a sliding scale as follows:

- If the Hirer terminates this Agreement more than one month prior to the Function, the deposit will be retained.
- If the Hirer terminates this Agreement at any time between one month and two weeks prior to the Function, The deposit and 25% of the remainder of the hire charge will be retained.
- If the Hirer terminates this Agreement at any time in the two weeks prior to the Booking, the deposit and 50% of the remainder of the hire charge will be retained.
- Without affecting other provisions in these Conditions of Hire, either party has the right to terminate this Agreement at any time by prior notice to the other party.
- For the avoidance of doubt, if during the Agreement the Hirer cancels an individual session (and therefore, does not terminate the Agreement), no refund/ credit shall be given in respect of such cancelled session.
- If the Hirer terminates the Agreement under clause 4.2, but the Total Hire Charge has not been paid at the time of such termination, any retention sums due to the Council under clause 4.2 shall be treated as a debt due to the Council and the Council shall invoice the Hirer for recovery of any such retention sums. The final date for payment of any such sums shall be 14 days after the date of the Council's invoice and the provisions of clause 2.2 shall apply to any late payment.
- The Council may immediately terminate the Agreement by notice in the event that the Hirer fails to carry out any of his/her obligations under the Agreement.
- The Council may immediately terminate this Agreement at any time before (by notice) or during (without notice) the period of the Hire where:
 - the Hirer knowingly or falsely makes a incorrect statement in the Application Form which led the Council to enter into the Agreement; or
 - the Council reasonably suspects, following the signing of the Agreement, that the purpose and/or manner of holding the Hire is likely to be non-compliant in whole or in part with any legislation relevant to it; or
 - the Hirer fails to adhere to the standard rules and regulations of the Premises and/or with any reasonable instruction placed upon the Hirer by the Leisure Centre Manager or his/her authorised representative; or
 - the Hirer does not pay the full Total Hire Charge at least one calendar month prior to the start of the Hire Period when the Council's invoice for the Total Hire Charge was sent to the Hirer in sufficient time for this requirement to be complied with.If the Council terminates the Agreement in accordance with either clause 4.4 or 4.5, it shall be entitled to retain 10% of the Total Hire Charge and its reasonable costs and losses (if any) incurred as a result of such termination, which the Council will use its reasonable endeavours to mitigate.

4.6 The Council may terminate the Agreement by reasonable notice in the event of an emergency or the occurrence of other serious situations (including but not limited to : a fire or flooding at or near to the Premises, or in the event of the Premises being required for use in an emergency situation such as a natural disaster, or for use as a polling station for an election, or in the event of poor weather creating a serious risk of damage to the Premises, or rendering the hire of the Premises a danger to health or safety in the reasonable opinion of the Council acting on the advice of an environmental health officer). The Council shall only exercise this right where it is unable to provide alternative premises, but if it does so terminate the Agreement, all payments made by the Hirer under this Agreement shall be refunded. In such circumstances, the Council shall not be liable for any losses suffered by the Hirer arising from such termination.

4.7 Due to events taking place and planned closures at the Premises, it may be necessary at times for the Council to amend any session(s) as part of a Block Booking. If required to do so, it will provide at least one calendar months' notice to the Hirer.

5. Notices

5.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient as set out in the Application Form (which may be an email address, or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered and if by first class post 48 hours after posting. Any notice sent by email shall be deemed to have been received at 9.00 am on the next Business Day after transmission.

5.2 Notice by email as stated in clause 5.1 above does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. Restrictions on the use of the Premises

6.1 The Hirer shall not use the Premises for any purpose or activity other than that described in the Application Form and shall not assign or sublet the permission to use the Premises, or allow the Premises to be used for any unlawful purpose, or in any unlawful way, nor do anything on the Premises, or bring anything onto the Premises which may endanger the same, or adversely affect any insurance in respect on the Premises.

6.2 All furniture, apparatus or appliances delivered to the Premises by or on behalf of the Hirer and approved by the Leisure Centre Manager, must be unloaded, placed in position and removed by the Hirer or persons employed by him/her for such purposes, at such times as shall be agreed by the Leisure Centre Manager or his/her representative

6.3 No decorations are to be placed upon, or additions made to, the Premises without the prior written consent of the Leisure Centre Manager or his/her authorised representative.

6.4 No intoxicating liquor shall be brought upon the Premises.

6.5 No person under the influence of alcohol or drugs ("intoxicants") shall be admitted to the Premises. Any person on the Premises under the influence of intoxicants may be ejected immediately by the Leisure Centre Manager or his/her authorised representative.

6.6 The Hirer may exhibit bills within the Premises on such notice boards only as are provided by the Council for that purpose, at the discretion of the Leisure Centre Manager.

6.7 No advertising outside of the Premises will be allowed without the prior written consent of the Leisure Centre Manager.

6.8 No Food or drink shall be brought upon the premises for sale or consumption without permission of the Leisure Centre Manager. The Council or The Council's appointed catering services are available to the hirer on request, the cost of which shall be agreed separate to this agreement.

7. Responsibilities of the Hirer

The Hirer shall:

- Ensure that the Premises are vacated by the expiration of the time of hire shown on the Application Form.
- Permit the Council or its responsible designated employees to enter the Premises at all times.
- Pay the Total Hire Charge in accordance with these Conditions of Hire.
- Leave the Premises in a clean and tidy condition, properly locked and secured unless directed otherwise in writing by the Leisure Centre Manager or his/her authorised representative.
- At the expense of the Hirer:
 - provide stewards to control entrance to the Premises and to preserve order during the Hire Period;
 - properly supervise car parking arrangements so as to avoid obstruction of any adjoining or neighbouring highway;
 - employ a police officer or a guard/door supervisor licensed by the Security Industry Authority if requested in writing by the Leisure Centre Manager;
 - comply with all legislation applicable to the Block Booking whether in the form of orders, regulations, statutes, statutory instruments, codes of practice, byelaws, directives and the like;
 - produce a Portable Appliance Test Certificate in respect of any relevant electrical equipment s/he proposes to bring onto the Premises for the Block Booking to the Leisure Centre Manager prior to the equipment being brought onto the Premises;
 - Due to the limited number of marked bays at Harvey Hadden Sports Village it is a requirement of the hirer to provide a minimum of 2 parking marshals where it is expected over 100 vehicles and or 4 coaches are attending an event. This service can be arranged at an additional cost to you the hirer. Alternatively you can provide your own competent Marshalls who can uphold this clause in full.
- Be solely responsible for ensuring that where s/he hires the Premises for any training/event/sporting club, the trainer is suitably qualified, skilled and competent in his/her field.
- Be responsible for ensuring that lifeguards not supplied by the Council, are signed into the Premises each session are suitably qualified and attend training monthly. Copies of qualifications and training shall be made available when requested by the Leisure Centre Manager.
- Be solely responsible for the safe keeping and security of any monies collected at the Premises arising from the Block Booking.
- Comply with any specific booking procedures/conditions applicable to the Premises.
- Produce all certificates and licences relevant to the Block Booking to the Leisure Centre Manager prior to the start of the Block Booking.

8. Indemnity & Insurance

8.1 The Hirer shall indemnify the Council against the death of, or injury to, any person, or loss of, or damage to, the Council's property, or that of the Council's employees, or agents which arises out of the act default or negligence of the Hirer, or his/her guests, or the breach of any term of the Agreement and against all resulting claims demands proceedings damages costs charges and expenses (including legal costs).

8.2 The Hirer shall maintain third party insurance with a minimum limit of indemnity of £5 million in respect of any one act or occurrence, or series of acts or occurrences, arising from one cause.

8.3 The Hirer shall ensure that the policy of insurance covering third party liability either names the Council as a joint-insured and contains a cross-liabilities clause, or contains an indemnity to principals' clause.

8.4 The Council shall indemnify the Hirer against the death of, or injury to, any person or loss of, or damage to, the Hirer's property, or that of his/her guests which arises out of the act default or negligence of the Council, its employees or agents and against all resulting claims demands proceedings damages costs charges and expenses (including legal costs).

8.5 The Hirer shall, prior to the start of the Block Booking, produce to the Leisure Centre Manager for inspection, original documentary evidence that all the insurances required under the Agreement are being maintained.

9. Contracts (Rights of Third Parties) Act 1999

For the avoidance of doubt nothing in the Agreement shall confer on any third party any benefit or the right to enforce any term of the Agreement, except where otherwise agreed in writing by the parties to the Agreement.

10. Photography Policy

Photography (including but not limited to cameras, mobile phones and videos) shall not be allowed in any part of the building or grounds of the Premises without the prior written approval of the Leisure Centre Manager. Persons found to be taking photographs without the required written approval shall be requested to stop immediately and reminded of the correct procedure. Persistent offenders shall be requested to leave the Premises and the incident shall be reported to the police.

11. Severance

If any provision or part-provision of this Agreement becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

12. Governing Law

This Agreement is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.