

## SPORTS & FITNESS FACILITIES

### REGULATIONS AND CONDITIONS OF HIRE

For the purposes of these Regulations and Conditions of Hire, the following terms shall have the meanings set out below:

**"Hirer(s)"** means a club, individual or group of individuals that has enquired, submitted, or been approved for a booking at the Centre.

**"Centre"** means a fitness centre operated by the London Borough of Richmond Upon Thames Leisure Services.

**"Council"** means the London Borough of Richmond upon Thames, the owner of the Centre.

#### General Terms & Conditions

1. Any Hirer wishing to hire the Centre's facilities for a specific event, or a short or long-term block booking must complete the Application Form provided by the Centre.
2. The Application Form must be completed, detailing the contact's name(s), address(es), telephone number(s) and email address(es) of the nominated co-ordinator(s), including the name, address, telephone number and email of the billing nominee, the facilities or part of facilities that are wishing to be booked and the length of booking requested. The Application Form must be submitted to the Centre, marked for the attention of *The Centre Manager*, no later than 4 weeks in advance of booking. The Centre may accept a booking made less than 4 weeks in advance at its discretion.
3. On receipt of the completed Application Form, if an application for a booking is accepted by the Centre, an invoice will be raised by the Centre and issued in advance of all bookings. Invoices must be paid in full before any booking commences and, in any event, no later than 1 week in advance of the first session of the booking. Should the Hirer have any queries regarding the invoice the Hirer must contact the Centre Manager not the Council.
4. Bookings for 10 or more consecutive sessions will be offered at the Block Booking Rate for the facility being requested, in accordance with our fees and charges for each activity. To qualify for the Block Booking Rate, Hirers must nominate a co-ordinator(s) in the Application Form, who will be responsible for correspondence and payment of invoices, make full payment in advance of the first session, and sessions should be consecutive (options for home and away fixtures are available at the discretion of the Centre Manager).
5. If the Hirer wishes to cancel a booking, notice of the cancellation must be put in writing no later than 3 weeks prior to the commencement of the booking and sent to the Centre Manager, and the Hirer will be reimbursed for the sum set out in the invoice. Cancellations made less than 3 weeks prior to the commencement of the booking or with no notice will not be subject to reimbursement and any used sessions will be billed at the full hourly rate as the Block Booking Rate will no longer be applicable.
6. Any Hirer failing to pay their invoice by the invoice due date as per clause 3 of these General Terms and Conditions above, will not be allowed to use the Centre and the booking will be cancelled by the Centre.
7. All Hirers wishing to book the Centre's facilities is required where reasonably possible to provide their own first aid equipment and qualified first aider, which includes any Hirers expecting large numbers of spectators to attend.
8. All bookings include a 5-minute change over period to set up and a 5-minute change over to take down equipment which is included within and not in addition to the length of the booking. Users must exit the area booked immediately after use to allow the next activity to start on time.
9. The sub-letting of facilities is not permitted; all bookings are personal to the Hirer concerned. The booking can only be used for the purpose stated and may not be used by the Hirer to generate private income.
10. No alcohol shall be brought into the Centre or on its grounds.
11. No smoking whatsoever is allowed in the Centre or on its grounds including access ramps and car parks.
12. Storage of private sports clubs' equipment is not permitted at any Council facility unless as part of a separate lease agreement.
13. Hirers who wish to use the Centre to deliver sports, fitness or coaching activities must have adequate Professional Indemnity Insurance and hirers that are clubs are also required to hold their own Public Liability Insurance. Hirers that are clubs or organisations are required to hold their own Employers Liability Insurance Policy, as the employees will not be covered by the Public Liability Insurance. Copies of all relevant insurance certificates must be submitted with the Booking Application and the Centre has the right to refuse a booking application if it deems, at its sole discretion, that the Hirer has not provided evidence of sufficient Professional Indemnity, Public Liability and/or Employer's Liability Insurance.
14. The Hirer will be responsible for any damage caused to the facility, equipment, building, fencing or any other of the Council's property, either personally or by any person associated with the Hirer's booking including but not limited to their members, the members of the club, or individuals against whom the Hirer is playing.
15. The Council accepts no responsibility for any personal injury, or damage to, or loss of property sustained by members of a club or any other persons arising as a consequence of hiring or use of the councils' facilities. The Hirer agrees to indemnify the Council against any claims made against or expenses incurred by the Council in respect of any such personal injury, or injury to, or loss/theft of property arising as aforesaid, and any associated costs will be met by the Hirer.
16. The Council reserves the right to close the Centre or any of its facilities or part thereof at short notice if, in the opinion of the Council, the facility is unfit for use, e.g. bad weather, plant failure, water temperature, or unforeseen circumstances. The Duty Manager will inform the nominated co-ordinator(s) on the day. The Centre will issue a credit for the affected booking to the Hirer. Credits may be exercised at the next booking made. All booking credits are valid for 6 months from the date they are issued and cannot be redeemed after this date. Credits are not issued for any booking which has been cancelled by the Hirer. See clause 5 of the General Terms and Conditions above.
17. All Hirers and participants of groups using the Centre must behave in a seemly manner and conform to any regulations in force, with respect to the site and comply with any instructions they may receive from the staff appointed by the Centre. The Hirer shall be

responsible for ensuring that suitable behaviours are observed by all participants that form a booking, should inappropriate behaviour be observed the Council reserves the right to take action against an individual or an entire booking. See regulation 25 below.

18. Hirers are reminded that the Centre is situated on school/educational campus' and/or in residential areas, and there are young children on site. Hirers must ensure that the Centre and its facilities are used correctly and individuals accompanying or belonging to the Hirer do not use foul or abusive language whilst using or when in the vicinity of the Centre. The Centre will serve a written notice on the Hirer in the event that the facilities are not used correctly. If inappropriate conduct by a Hirer reoccurs after receipt of a written notice the Hirer will be required to leave the Centre immediately and any future bookings made by that Hirer will be cancelled with immediate effect and treated as a cancellation by the Hirer. See clause 5 of these General Terms and Conditions above.
19. Under no circumstances shall any member of the public enter any areas which are clearly signed as restricted areas or fenced off from the public.
20. Hirers must park in the areas provided and use overflow car parking if necessary. Do not: double park; park on yellow lines; or park in residential areas. Once again, please respect the privacy of the Centre's neighbours. If the facilities booked are within an educational campus, then car parking is only available on site outside of school hours.
21. Opening and closing times are displayed at the entrance of the Centre, on the Council web site or are available from the Centre office. All persons must vacate the site by closing times.
22. Use of any external filming/broadcasting or promotional material must be agreed by the Centre Manager/Press & Communications Office of the Council prior to the event. The recording of images by members of the public attending events booked by the Hirer is strictly forbidden unless prior written permission has been obtained from the Centre Manager. All requests will be subject to consideration under the Centre's Recording of Images Policy.
23. Strictly no pets (except for guide dogs) are permitted at the Centre at any time.
24. Hirers failing to comply with any of these Regulations and conditions will be liable to forfeit use of the Centre on the following basis: a club may be excluded for the rest of the applicable season or for all future seasons; an individual or group of individuals may be excluded for a minimum of four (4) weeks or such longer period as the Council deems appropriate or permanently, at the absolute discretion of the Council. Any bookings during the exclusion/suspension time will be treated as cancelled by the Hirer. See clause 5 of these General Terms and Conditions above.

#### **Dry/Dual Use Facility Specific Terms & Conditions**

1. No equipment such as balls, soccer nets or rackets are available from the Centre, unless paid for by the Hirer.
2. No cars shall be left on site after closing. Changing rooms are to be left in a clean and tidy condition. Furthermore, cans of drink or food waste, etc., must not be left on the playing surface/area. Litter bins are provided around the site or black bags are available if requested.
3. Customers should not enter areas clearly signed as restricted areas or such areas of the school or school site which are fenced off to the public, nor should they climb fences to gain unauthorised access to restricted areas to retrieve lost balls or equipment. Should equipment need to be retrieved from restricted areas users should speak with the on-site Duty Manager.

#### **Swimming Pool Specific Terms & Conditions**

1. Use of general poolside equipment is permitted (i.e. floats, noodles and ankle weights).
2. The Hirer must ensure that maximum numbers within the facility are always adhered too and should check these with the Centre Managers ahead of each booking. Maximum numbers cannot be exceeded in accordance with the centres Fire Risk Assessment. Expected attendance figures must be shared with the Centre's management team ahead of events. Should additional staff be required to run an event then the Hirer shall be responsible for the associated costs.
3. It is the hirers responsibility to provide adequate management and supervision of its members (or those in their care) whilst using the facility.
4. Only Council staff shall be permitted to operate on-site hoists, however they are not permitted to assist with manual lifting or handling of Hirers' members.
5. The Hirer must use trained and appropriately qualified Swim Teachers / Coaches to deliver Swimming Lessons throughout their designated booking. The Centre reserves the right to request evidence of the Swim Teachers qualifications at the start of each block booking period. Should such records not be up to date or be otherwise invalid, the Swim Teacher/s concerned shall not be permitted to continue their duties. Qualified and competent Swimming Teachers can be provided by the Centre at an additional cost per session. This will be discussed with the Hirer when a booking enquiry is made.
6. The Centre will supply lifeguards to supervise the pools at an additional mandatory cost per session, as per the Centre's fees and charges. Lifeguards shall be qualified with the National Pool Lifeguard qualification. The Hirer cannot provide their own Lifeguards.
7. All Hirer activities undertaken within the Centre will be subject to risk assessments carried out by the Hirer, and when requested, submitted to the Centre prior to the commencement of the booking. The Centre shall reserve the right to request that the risk assessment be resubmitted should it feel the risk assessment is of insufficient scope and / or quality, or the activities have changed such that the risk assessment no longer identifies the hazards associated with the activities in question. It is the responsibility of the Hirer to update the risk assessments and submit these to the Centre.
8. The Hirer shall supply one or more appointed persons to attend site specific training in; the set-up and use of any equipment supplied by the Centre, the Emergency Action Plan, relevant sections of the Centre's Normal Operating Procedure, and any other responsibilities agreed between the Centre and the Hirer. This training will be recorded on the Application Form and updated as requested. N.B. No bookings will take place in the absence of an appointed person attending the training, and the booking will be deemed to be cancelled by the Hirer at short notice. See clause 5 of the General Terms and Conditions above.
9. In order to maintain the swimming pool water quality, it is the responsibility of the Hirer to use its best endeavours to ensure that a pre-swim hygiene regime is followed by all users associated with the Hirer. Details are available from the Centre Manager.

10. Electrical equipment is not permitted on poolside at any time.

**Hydrotherapy Pool Specific Terms & Conditions**

1. It is the responsibility of the Hirer to provide adequate management and supervision of their members (or those in their care) whilst using the facility. For reasons of Health & Safety, council staff are not permitted to aid carers in the lifting and handling of clients. The hydrotherapy pool must be supervised by a trained and appropriately qualified (see clause 5 of the Swimming Pool Specific T's & C's above) Lifeguard when in use. The Centre will supply lifeguards to supervise the hydrotherapy pool at an additional mandatory cost per session, as per the Centre's fees and charges.
2. The capacity of the Hydrotherapy Pool is 12 persons in the water at any one time. This includes ALL users, coaches, therapists, and carers.
3. In respect of the above, all Hirer activities undertaken within the Hydrotherapy Pool will be subject to risk assessments carried out by the Hirer, prior to the commencement of the booking. These risk assessments will satisfy the requirements of the Hydrotherapy Pool Normal Operating Procedures, covering, but not limited to; care of persons, qualifications and training, and manual handling. The Centre reserves the right to request production of evidence of the risk assessments and the results at any time and must have a copy of this before the start of each block booking.
4. Hirers/organisations hiring the facility must ensure that their own staff undergo an induction training session at the Centre to ensure understanding of the operation of the hoists / emergency procedures. Such trained representative(s) must be in attendance during the organisation's booking.
5. All trained representatives shall have read the Hydrotherapy Pool Normal Operating Procedures, and this shall be recorded and made available to the Centre's management team on request. All Hirers must adhere to the Hydrotherapy Pool Normal Operating Procedures.
6. It is the responsibility of the Hirer to ensure the individual hygiene of their clients is attended to.

**Safeguarding Terms & Conditions (relevant to all types of booking)**

1. Clubs and organisations must provide a copy of their written Safeguarding Policy and be affiliated to any relevant governing body. The Hirer will be required prove compliance with this regulation along with evidence of relevant DBS checks (as per clause 2 of the Safeguarding Terms and Conditions below).
2. Due to the nature of the way that LBRUT Leisure Centres offer mixed use (both public and private bookings) and due to the fact, that at no point in time will there be an occasion where a single club has sole access to the entire site; instructors and coaches operating on behalf of Hirers (be they paid or voluntary) will be expected to hold an enhanced DBS covering Children and Vulnerable Adults.

This is due to the fact that coaches and volunteers shall be operating in an assumed position of authority or responsibility whilst on site and will have the potential to have unsupervised access to not only their club members but also members of the public whilst present. By signing this agreement Hirers are confirming that anyone who coaches, instructs, or delivers activities on their behalf holds the relevant check (no older than 3 years) and will provide evidence of this to the Centre prior to the commencement of bookings.

3. Any safeguarding incidents that occur on site and that qualify as a safeguarding concern must be reported to the Duty/Centre Manager immediately so that the centres own safeguarding policy and procedures can be put into action.

**Relevant Sections:**      General T's & C's       Dry/Dual Use T's & C's       Swimming Pool T's & C's   
    Hydrotherapy Pool T's & C's       Safeguarding T's & C's

**Hirers declaration:**

I have read, understood, and accept the above regulations and conditions of hire. I agree to meet the requirements listed therein and understand that should any of these not be satisfied I may forfeit any booking I have.

**Signed:** \_\_\_\_\_  
 (Signature)

**Print:** \_\_\_\_\_  
 (Print Name)

**On behalf of:** \_\_\_\_\_  
 (Company/Group Name)

**Dated:** \_\_\_\_\_

**Staff Only:**

Block Booking Application Form Received:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
Copy of Public Liability Insurance Received:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
Copy of Professional Indemnity Insurance Received:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
Copy of Employers Insurance Received:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
Safeguarding Policy Received:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
Governing Body Affiliation Checked:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____
DBS Information Received and Checked:	<input type="checkbox"/> or N/A	Date: ____/____/____	Checked By: _____