TERMS AND CONDITIONS OF HIRE

1. **PAYMENTS**
   1.1. Upon receipt of an official invoice, Hirers shall pay the amount due within **14 DAYS** of the invoice date.
   1.2. For block bookings, Hirers shall be invoiced at the end of each calendar month
   1.3. For one-off bookings, payment will be due upon receipt of an official invoice at least **7 DAYS** prior to the activity taking place.
      1.3.1. Payments for one-off bookings should made to give sufficient time to clear prior to the activity taking place
      1.3.2. Where the period between the booking request and the event date is less than **7 DAYS**, immediate payment is required
   1.4. If payment is not made in accordance with 1.1, 1.2 and 1.3, then A Future In Sport reserve the right to;
      1.4.1. Not make the facilities available to the Hirer without notice, and will not be liable for any costs or other expenses incurred by the Hirer or other persons or bodies associated with the Hirer in relation to the booking
      1.4.2. Add an administration charge of £20.00 to the amount owed to A Future In Sport , to allow for the additional costs in administering the booking
      1.4.3. Pass on the management of the account to a third party collection agency
2. **SCALE OF CHARGES**
   2.1. Charges for the use of the facilities are reviewed on an annual basis
   2.2. Any change in rate may be applicable from 1st April each year
   2.3. All current users will be notified in writing of any change in rates
   2.4. Charges for the use of the facilities are available upon request
   2.5. All prices listed are exclusive of VAT:
      2.5.1. VAT is not chargeable on advanced block booking of over 10 weeks
      2.5.2. VAT at the rate of 20% will be added to all other invoices
   2.6. A minimum soiling charge of £20.00 may be added to an invoice if the facilities used by the Hirer are not returned in a satisfactory state of cleanliness
3. **REFUSAL AND CANCELLATION**
   3.1. A Future In Sport reserve the right to refuse any application for hire without reason or explanation
   3.2. A Future In Sport reserve the right to cancel/postpone any confirmed bookings. In this event;
      3.2.1. A Future In Sport will endeavour to provide the Hirer with an alternative facility and/or time slot
      3.2.2. A Future In Sport will endeavour to provide the Hirer with at least 7 days written notice of cancellation/postponement
      3.2.3. A Future In Sport will refund any monies paid in respect to facility hire in the event of unforeseen cancellation
      3.2.4. A Future In Sport will not be responsible for any costs incurred by the Hirer in relation to cancellation/postponement
   3.3. A Future In Sport reserve the right to cancel bookings at short notice due to the following factors:
      3.3.1. Inclement Weather
      3.3.2. Force Majeure
      3.3.3. Acts of God

A Future In Sport
Dunston Innovation Centre, Dunston Road, Chesterfield. Derbsyshire. S41 8NG
E-mail: bookings@afutureinsport.org.uk Web: www.afutureinsport.org.uk

3.3.4. Emergency repair / maintenance work

3.4. Hirers may cancel a booking at any point, by issue of a notice in writing to A Future In Sport to be sent to **bookings@afutureinsport.org.uk** ;

3.4.1. If the notice is received more than 7 days before the booking is due to commence, no charges will be applied

3.4.2. If the notice is received less than 7 days before the booking is due to commence, the Hirer will remain liable for the full hire charge

4. **TRANSFER OF HIRE**

4.1. The Hirer shall not transfer the benefit or burden of the contract thereof

5. **INDEMNITY**

5.1. The Hirer shall repay to A Future In Sport on demand the cost of reinstating or replacing any part of the facility or any property in or upon the facility which shall be damaged, destroyed, stolen or removed during the period of hire

5.2. The Hirer shall indemnify A Future In Sport against all claims, demands, actions or proceedings in respect of death or injury howsoever or by whosoever of or to any person (other than to an employee of A Future In Sport) which shall occur while such person is in or upon any part of the facility

6. **LICENCES**

6.1. The Hirer must ensure that they have in place all appropriate licences in relation to the following activities;

6.1.1. Broadcasting/playing of copyrighted music and videos

6.1.2. Advertising

6.1.3. Gambling

6.1.4. Sale of intoxicating liquor

6.1.5. Any other appropriate laws, regulations and guidelines

7. **INSURANCES**

7.1. Hirers must provide evidence of their own public liability insurance for the activity which they are delivering

7.2. If evidence of the relevant insurance is not provided, Hirers take part in the activity at their own risks and waive any right to claim

7.3. If in the opinion of A Future In Sport the Hirer is delivering a high risk activity, the Hirer may be asked to provide product liability insurance for a value of not less than £5 million and with an excess of £250.00

8. **CONTROL OF ACCESS**

8.1. Hirers must enter the facility via the Clubhouse Entrance and inform A Future In Sport of arrival

8.2. All facilities may remain locked when not in use

8.3. A Future In Sport will unlock the facilities prior to a booking; hirers shall not receive

8.4. A Future In Sport will ensure that all users have vacated the facility before securing the facility at the end of a booking

9. **CAR PARKING**

9.1. Cars and vehicles should be parked appropriately

9.2. Cars and vehicles should parked in a way not to cause obstruction to entrances, exits and access my emergency services

9.3. Cars and vehicles are parked at the owners risk

9.4. A Future In Sport will not take responsibility for loss or damage as a result of using the car park

10. **LOST PROPERTY**

10.1. A Future In Sport shall not in any circumstance be responsible to the Hirer or any other person for damage to or the loss, theft or removal of any property brought, or left by any person in any part of the facilities (including changing rooms)

11. **PROTECTION OF CHILDREN AND VULNERABLE ADULTS**

11.1. When working with children or vulnerable groups as described in the Safeguarding and Vulnerable Groups Act 2006, Hirers must provide evidence of Enhanced Disclosure and Barring Service (DBS) checks for coaches to lead sessions

11.2. If working with Under 8's, groups should provide evidence that 'Disqualification by Association' declarations are completed for the relevant coaches / volunteers.

11.3. Hires must provide evidence of the appropriate qualifications to deliver the activities being offered

11.4. It is the responsibility of the hirer, to inform A Future In Sport of any changes in the circumstances of their coaches / volunteers eligibility to coach

12. **HOURS OF OPENING**

12.1. The facilities will be available for hire at the times listed, except for the following dates:

12.1.1. All public and Bank Holidays

12.1.2. Any other dates published

13. **GENERAL RULES OF USE**

13.1. For the comfort and satisfaction of all users, Hirers should

13.1.1. Vacate the facilities promptly at the end of the session

13.1.2. Use equipment for its intended purpose only

13.1.3. Not move any equipment (Please ask the member of staff on duty if you require equipment moving)

13.1.4. Wear appropriate clothing/footwear whilst taking part in any activities

13.1.5. Enter and leave the site quietly, without creating undue noise for residents

13.1.6. Adhere to the No Smoking Policy

13.1.7. Not use any foul or abusive language

13.1.8. Leave facilities in the same state of cleanliness in which they were found

13.1.9. Remove dirty footwear before entering the buildings

13.1.10. Only wear clean outdoor footwear inside the buildings

13.1.11. No glass bottles to be brought into the facility

13.1.12. Return any equipment to a member of staff

14. **CUSTOMER SATISFACTION**

14.1. Hirers should inform A Future In Sport in writing if the services provided by A Future In Sport are not to the required standard

14.2. A Future In Sport will reply to all communication within 7 working days upon receipt

15. **APPLYING TO USE THE FACILITIES**

15.1. Hirers must follow the booking process in place at the time of booking

15.2. All bookings will be confirmed in writing to the Hirer

15.3. A Future In Sport will keep an up to date bookings system

15.4. Hirers must keep their contact information up to date and inform A Future In Sport of any changes

16. **BREACH OF THE TERMS AND CONDITIONS**

16.1. If the Hirer shall fail to observe or perform in any respect the terms and conditions herein before stated. A Future In Sport may without notice terminate the Hirer's rights under the contract. Such termination shall not release the Hirer from any of his/her obligations under the contract or affect any right or remedy which the school may have under the contract or otherwise.