



## Terms and Conditions for Bookings and Hirers

### Terms of Business

These are the terms of business on which any contract for the use of the facilities will be made between the LeisureSK and the customer. No other terms will be applicable. Any variation to these terms will only be effective if made in writing and signed by the manager of the relevant facility.

### Definitions

“The Acceptance Form” is the form signed on behalf of LeisureSK and the customer.

“The Agreed Purpose” means the purpose for which the facilities will be used, as set out in the acceptance form.

“The Agreed Time” means the time set out in the acceptance form for use of the facility.

“The Customer” means the persons named as customer on the acceptance form.

“The Facilities” is the part of the leisure centre specified on the acceptance form which the customer is to use at the agreed time for the agreed purpose.

“The Fees” means the fee agreed to be paid by the customer for the use of the facilities and for any related supplies of goods or services, all as shown on the acceptance form.

“An Event” means one-off large bookings with total fees greater than £250 (i.e. not block bookings or children’s parties)

### Use of Facilities

Subject to these terms, LeisureSK will grant the customer the right to use the facilities at the agreed time for the agreed purpose. These terms will not confer any possession of any part of the facility nor create any sort of tenancy.

LeisureSK will take all reasonable steps to ensure that the facilities comply with all statutory and regulatory requirements; they will be reasonably safe for the agreed purpose, and staff will take necessary care in providing the services as agreed.

LeisureSK reserves the right to refuse admission or to remove any person from the facility at any time if their behaviour would put them in breach of any of the customer’s obligations under these terms.

## Customer undertakings

The customer agrees to use the facilities only at the agreed time and for the agreed purpose.

The customer agrees to comply with all rules and regulations made by LeisureSK in connection with the facility, whether these rules and regulations be printed on notices, on the website or instructed by a member of staff. Failure to do so may result in termination of the booking.

The customer must not make any alteration to the facility, including to fixtures, fittings and equipment without prior permission. The facility must be used with reasonable care, not deliberately or carelessly damaged, and be kept clean and tidy.

The customer agrees not to do anything which might be or might cause LeisureSK to be in breach of any statutory or other regulatory requirement affecting the facility, which might damage the reputation of the facility, or which might entitle an insurer to void any insurance. The customer is not to use the facilities in such a way as to cause any nuisance, disturbance or inconvenience to any other users of the leisure centre or to occupiers of any neighbouring property.

All events run by the customer must be properly supervised and controlled (with appropriate numbers of stewards and officials on site), and ensure that participants and spectators are restricted to those areas designated for their use.

The customer must ensure that appropriate first aid facilities are provided.

The customer agrees to indemnify LeisureSK and keep the company indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses arising in any way from the acts or omissions of themselves or others related to their booking.

The customer agrees to ensure they have the appropriate insurance for their booking.

Upon request, LeisureSK will provide a copy of the company's safeguarding policy. If appropriate private hirers of the facility should have their own safeguarding policy and procedures in place and these should be provided to LeisureSK, if requested. In particular they agree to:

- Ensure that they comply with LeisureSK Limited guidance on the recommended ratio of supervising adults to children
- Ensure they supervise the children/ vulnerable adults at all times during the visit. Ensure that the children/ vulnerable adults in their care behave appropriately whilst on LeisureSK Limited premises
- In the case of an accident contact a LeisureSK Limited employee immediately
- In the case of a lost child contact a LeisureSK Limited employee immediately
- Ensure adequate insurance cover for their group
- Follow instructions from LeisureSK Limited employees in the event of any emergency or incident, including but not restricted to fire, security or health and safety threats.
- Ensure images of any child or vulnerable adult such as video recording, photographs etc are not made.

- Not to verbally or physically abuse a child or young person.

The contract between LeisureSK and the customer may not be transferred or sub-let.

## The Company's Liability

Nothing in these terms excludes or limits any liability of LeisureSK for fraudulent misrepresentation or for death or personal injury caused by the negligence of the company, its employees, subcontractors or agents.

Subject to the above, LeisureSK's total liability shall be limited to the contract price; and the company shall not be liable to the customer for any indirect consequential loss or damage, expense, cost, loss of business, depletion of goodwill or other claim for consequential compensation whatsoever (howsoever caused) which may arise in connection with the contract.

LeisureSK shall not be liable to the customer and shall be released from the obligations of these terms if performance is made impossible or substantially hindered by reasons outside of the company's control.

## Payment Terms

The Customer agrees to pay the full fee (plus VAT at the rate applicable) to LeisureSK in advance of the commencement of the booking, there are no exceptions to these payment terms. If payment has not already been received by the time of the booking, access to the facility will not be allowed.

For event bookings, a non-refundable deposit of 15% is payable to LeisureSK immediately upon acceptance of the terms and signing of the acceptance form. The remaining balance is then due on the date agreed on the acceptance form and always before commencement of the booking.

Any agreed chargeable costs incurred by the company to facilitate a booking shall also be considered non-refundable once invoiced.

## Cancellation by Customer

If the customer gives notice to cancel the booking then, whether the cancellation is for reasons within the customer's control or not, the decision to refund any fees is at the sole discretion of LeisureSK.

Taking the above point into consideration, the minimum period that LeisureSK will require to consider refunding any fees is 14 days before the commencement of the booking.

In any case, all deposits are non-refundable and LeisureSK will not refund any fees that have arisen due to costs they have incurred, or loss of income, as a direct result of the booking.

For regular block bookings, LeisureSK may, at their discretion, credit against future bookings rather than issue a monetary refund.

## **Cancellation by the Company**

LeisureSK may terminate the contract and cancel a booking if the customer fails to pay fees by the appropriate due date for payment or if the customer is in breach of any of its obligations to the company (whether under this contract or any other contract). In any such event, LeisureSK will not reimburse any payment made by the customer.

LeisureSK shall not be liable for any losses incurred by the customer as a result of cancellation of the booking due to circumstances beyond its control. This shall include (but not be limited to) forced closure, inclement weather conditions and a failure of essential services. Where an event is cancelled due to such circumstances, LeisureSK will offer a refund or credit against future bookings less any costs the company has incurred as a direct result of the booking.