

Conditions of Hire

The logo for HALO, featuring a stylized yellow ring with a white star at the top right, positioned above the word "halo" in a white, lowercase, sans-serif font. A registered trademark symbol (®) is located to the upper right of the word.

halo[®]

www.haloleisure.org.uk

1. INTERPRETATION

- a. "Agreement" shall mean the agreement for hiring, signed by or on behalf of both the Company and the Hirer.
- b. "Period of Hire" means the hours, days or weeks reserved by the Hirer.
- c. "Centre" means any part of any recreational facility under the control of the Company and including its grounds, car parks and access roads.
- d. "Company" means Halo Leisure and any subsidiary or associated companies, and any officer authorised to perform any particular duty.
- e. "Hirer" shall mean the person or persons signing the agreement or the Company or organisation on whose behalf the agreement is signed.
- f. "Hire Period" means the period during which one or more bookings have been made and confirmed; the time period on each booked occasion includes the removal from stores, setting up, dismantling and returning to stores of any equipment.
- g. "Manager" includes the recreation supervisors, Duty Managers or operations controllers and any other member of staff authorised by them to perform any particular duty.
- h. "Major Event" definition. A major event is defined as any booking in excess of four hours duration (outside of a normal domestic swimming gala).
- i. "Minor Events". All other bookings shall be considered as Minor Events.
- j. "Organisation" shall mean the Company or Organisation for whom the Hirer works or is employed.
- k. "Seasonal Bookings" shall mean bookings of an annual recurring nature.
- l. "Series of Lets" shall mean ten or more sessions for the same sport or activity based at the same Centre with an interval between each session of at least one day and not more than fourteen days. The facilities are let out to a school, club association or an organisation representing affiliated clubs or constituent associations (such as a local league) and the person to whom the facilities are let has exclusive use of them during the sessions.

2. HIRERS RESPONSIBILITY

The Conditions of Hire as set out below shall remain in force until such time that the Hire Period has been completed. Should the Hirer cease to work for or be employed by the Organisation before the Hire Period has been completed then the Hirer shall immediately advise the Manager that he/she no longer acts as Hirer for the Organisation and the Organisation will immediately provide a new Hirer authorised to sign a new Conditions of Hire Agreement. Failure to provide a new Hirer may result in the Hire Period being cancelled by the Manager.

3. CORRESPONDENCE

All correspondence shall be addressed to the Centre Manager at the appropriate Centre (please see reverse details).

4. BOOKINGS/PAYMENTS

Organisations must make an application in writing on the appropriate form, which may be obtained from the relevant centre, at least 28 days before the date required for hire. Seasonal Block Bookings may not exceed the period specified by the Company. The Company reserves the right to refuse any application for any hiring.

5. VENUE

In all correspondence and advertising, the relevant Centre shall be referred to.

6. HIRING FEE

A deposit may be requested for use of equipment. The Company shall determine the Hiring fee for use of facilities. The Company reserves the right to alter charges without notice up to the time of confirmation of the booking by the Company.

7. ADMISSION

- a. The Manager will advise the Hirer of the maximum number of admissions that will be allowed for any event. Under no circumstances will the Hirer or Organisation allow the maximum number of admissions to be exceeded.
 - b. Any person may be required to produce evidence of membership of an organisation using the premises,
 - c. If such evidence cannot be produced, a separate admission fee will be charged.
- The Manager may refuse the admission of any person, or may require any person to leave the Centre without giving a reason for doing so, whether or not that person is a valid member of an affiliated organisation hiring the Centre.

8. PAYMENT

Payments shall be made as follows:-

- a. Payments will be made in full at the Centre on the day of booking, unless an agreement has been made with the Centre Manager to invoice the Hirer on a monthly basis. A charge for this service will apply.
- b. Payment must be made within 30 days of receiving the invoice. All payments due from invoices will be forwarded to the Support Centre, Lion Yard, Lion Yard House, Broad Street, Leominster, Herefordshire. HR6 8BT. All cheques are payable to "Halo Leisure".

9. CANCELLATION BY HIRER

If the Hirer or Organisation cancels a Hire Period for any reason then the following cancellation fees will apply.

- a. For a cancellation of seven days or less before the Hire Period: 100% of the total hiring fee to be paid.
- b. For a cancellation between eight and fourteen days before the Hire Period: 50% of the total hiring fee to be paid.
- c. For a cancellation between fifteen and twenty eight days before the Hire Period: 20% of the total hiring fee to be paid.
- d. For a cancellation twenty-nine days or more before the Hire Period: no cancellation charge will be incurred.
- e. For casual bookings, 24 hours notice must be given, failure to do so will result in full booking charges to be paid.

10. CANCELLATION BY THE COMPANY

- a. The Company reserves the right to cancel any Booked Period or Hire Period and to end a Hire Period at any stage during it.
- b. The Hiring Fee already paid in respect of any period cancelled or terminated under 10a (above) will be refunded.
- c. The Company will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 10a (above).
- d. The use of certain facilities within a Centre during a Hire Period may be prohibited and/or varied by the Company at any time and for whatever reason.

11. EQUIPMENT TO BE BORROWED OR HIRED

The Hirer shall agree with the Manager, not less than 14 days prior to the Booked Period the equipment required to be issued during the Booking Period. If available, the Company will provide the equipment at the applicable rate of hire. Should the Company be unable to provide the required equipment, the Hirer may with the Managers agreement be allowed to bring their own equipment to the Centre in which case use of that equipment will be the sole responsibility of the Hirer.

12. DAMAGE TO OR LOSS OF PROPERTY

Unless caused by its own negligence the Company accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Centre or any part thereof, by an organisation, or member of any organisation, or any individual attending a Major or Minor Event.

13. PORTABLE ELECTRICAL APPLIANCES

No portable electrical appliance is to be brought into the Centre and used in the Centre without the prior agreement of the Manager. Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dates sticker, or other endorsement to that effect.

14. PROPERTY LEFT AT THE VENUE

The Company may remove and store any property left by the Hirer after the termination of the booking. If the Hirer fails to collect the property within 14 days, the Company may dispose of the property without further notice.

15. DAMAGE CAUSED

The Hirer shall on demand pay to the Company, the reasonable amount incurred by the Company in repairing or replacing as appropriate together with the company administration fee of 10% of the repair or replacement cost, any damage to the fixtures, fittings, apparatus, equipment, furniture, or other contents thereof, by a person participating at the invitation of the Organisation in the use of the facilities or premises (fair wear and tear excluded). The Company whose decision shall be final shall certify the amount of such damage.

16. INDEMNITY

The Hirer shall indemnify and keep indemnified the Company against all claims, demands, action or proceedings in respect of death of, or injury without limit to any person or damage to property belonging to any person during the course of, or in consequence of the hiring unless caused by the Company's negligence.

17. INSURANCE

- a. It is advisable for the Hirer to take out third party liability insurance with an insurance company of repute, to cover loss of or damage to property (whether the Company's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the Hire Period or connection with it.
- b. The Hirer must satisfy themselves that the level of cover insured will protect them from any potential claim. Such cover would not normally be less than £2 million however it is for the Hirer to fix the amount of cover required.
- c. The Hirer is notified that the Company's insurance does not extend to property brought onto the premises in connection with the Hire, in respect of fire, theft, loss or any other damage.
- d. The Hirer should make separate insurance arrangements in respect of such matters. The Company reserves the right to require the Hirer to produce prior to the booking a letter from the insurers stating such insurances are held as shall be deemed necessary by the Manager.

18. FIRST AID INCIDENT OR OTHER EMERGENCY INCIDENT

- a.** In the event of accident, incident and/or injury, the Hirer will at once alert a member of the staff of the Centre, who will take the appropriate action.
- b.** A Hirer may be requested to provide additional first aid cover for larger events; this must be provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross Society.
- c.** All first aid treatments, incidents and emergencies must be recorded in accordance with the Company's current procedures.

19. INFRINGEMENT OF COPYRIGHT

The Hirer shall indemnify and keep indemnified the Company against all claims, legal fees, damages, demands, action and proceedings in respect of any infringement of copyrights, trademarks, or registered designs, intellectual copyrights by an unauthorised public performance or use of recording apparatus or contrivance at the Centre by the Hirer or his/her agent. The Hirer will not use the Halo logo on any advertising without the prior written consent of the Manager.

20. BROADCASTING AND FILMING RIGHTS

No Hirer booking the Centre may grant broadcast (sound or television) or filming right without prior written consent of the Company. As a prerequisite of consent being given, the Company reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

21. GRAMOPHONE RECORDS AND PERFORMANCE

The Hirer shall not play or permit to be played gramophone records, compact discs, radios, electronic music files or tape recorders in the Centre, or perform any work, which will infringe the rights of any third party in intellectual property. The Hirer shall obtain beforehand, and provide a copy to the Manager, all proper licences in respect of such broadcasts or performances. Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Company.

22. PHOTOGRAPHS AND VIDEO RECORDING

- a.** Photography and video recording are not permitted in changing rooms, toilets and interconnecting corridors.
- b.** The Company believes that in a sporting environment involving children or vulnerable people photography and video recording are not usually appropriate.
- c.** Hirers are required to maintain their own photography policy and will confirm to the Manager that they have systems in place to protect children and vulnerable people.
- d.** The use of photography or video recording equipment is permitted in private bookings at the sole discretion of the hirer.
- e.** Hirers are requested to bring to the attention of staff any photography which is unauthorised in their opinion.
- f.** The use of social photography or video recording equipment in social areas such as cafes and bars is permitted. Customers are requested to take account of the preferences of other customers and staff when taking photos.

23. ADVERTISING

- a.** The Hirer shall not advertise or publicly announce any event to take place at the Centre without the prior, written approval of the Manager. The Hirer shall submit proofs of all intended advertising to the Manager prior to publication for his authorisation.
- b.** The Hirer shall ensure that any advertisements displayed in connection with the Hiring shall be displayed on duly authorised sites. We would like to bring to your attention that it is an offence to carry out any fly posting.

24. CATERING

The Company reserves to itself or its agents the right of sale of all refreshments in the Centre. The Hirer shall make arrangements with the Catering Manager for any special catering requirements not less than 14 days before the Booked Period. Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990, as they apply to the Centre. The manager will provide instructions to the Hirer concerning food and/or drink brought onto the premises and made available for consumption by others.

25. SALE OF GOODS

The Hirer shall not without the prior consent in writing of the management sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the Centre during the Hire Period.

26. INTOXICATING DRINKS

The Hirer is not permitted to arrange for, or permit the sale or consumption of alcohol on the premises of the Centre without the prior, written permission of the Manager. If such permission is given, the Hirer will be told of any licensing applications or permissions that must then be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

27. NOTICES

The Hirer shall not display any notices or decorations (internal or external) without the express permission of the Manager.

28. ALTERATIONS

The Hirer shall not alter or interfere with any equipment or fittings of the Centre or structure thereof.

29. GAMBLING

The Hirer shall not hold, or permit to be held any sweepstake, raffle or other lottery on the premises during the hire, other than one which is permitted by law (and registered if the law requires) and has the prior written permission of the Manager.

30. LOST PROPERTY

The Management reserves the right to dispose of any item of lost property that has not been claimed after a period of two weeks.

31. SMOKING

Smoking (including E-Cigarettes) is not permitted in the Centre.

32. ANIMALS

In the interest of hygiene, animals other than guide dogs are not admitted into the Centre except with prior written consent of the Manager.

The provision of live creatures, animals and fish as prizes is specifically prohibited.

Guide dogs are not permitted on poolside.

33. RULES FOR USERS

The Hirer will do nothing to undermine the published rules for users of the Centre, for example in regard to vehicle parking, smoking, required activity, dress and access by animals. The Hirer will use his/her best endeavours to inform all those involved in the use of the premises during the Hire Period of these rules and to encourage compliance with them.

The Hirer accepts that the manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the Centre or those in nearby premises.

34. VACATION OF PREMISES

The Hirer must ensure that the hired part of the Centre and any equipment used is left clean and tidy and that the equipment is left in the same condition as found at the end of the period of use. The Company reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning. Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee as set out in paragraph 15 above. If damaged equipment cannot be repaired then the full replacement cost will be charged to the Hirer.

35. HEALTH AND SAFETY

The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1992. These measures include minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities. Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP). A Separate document is to be completed for the pool hire, in accordance with current guidance from the Health and Safety Commission.

36. BREACH OF CONDITIONS

The Hirer shall be responsible for ensuring that all persons using the Centre arising out of or in consequence of hiring comply with the Conditions of Hire. In the event of the Hirer breaching any of the conditions of hire, the Company may at the Manager's discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges including cancelled future bookings.