

## Telerau ac Amodau | Terms and Conditions

**'The hirer'** means any person using all or part of any of the facilities, whether by entry charge, hiring charge or as a spectator. In the case of a child or young person using the facility the hirer shall also include his or her parent or guardian. For club use the term the hirer includes members of the Club and the corporate body of the Club.

**A booking** will be commercial (for financial gain) or non-commercial (for no financial gain), and the hirer will be advised on booking how they have been designated.

1. All correspondence should be addressed to the Leisure Centre Commercial Manager. All applications must be made in writing on the official Block Booking/Advanced Booking Form which can be obtained direct from the Leisure Centre.
2. The scale of charges to be paid for the use of the facilities and (if used) any outside area shall be in accordance with the scale of charges laid down by the facility, or as determined by the Leisure Centre Commercial Manager upon receipt of the hirer's application and shall be notified to the hirer when the formal acceptance of the hiring is forwarded to the hirer. Payment in respect of the bookings made must be paid in full upon receipt of the invoice or as agreed with the Commercial Manager.
3. For clubs paying by invoice, payment for the first month will be due immediately on confirmation of the booking.
4. Payment for the remainder of the block booking will be invoiced monthly in advance.
5. In the event of a booking being cancelled by the hirer, at least 7 days written notice must be given on an Official Block Booking Cancellation Notice. Where this notice is not given the whole of the hire charge will be levied. A maximum of 3 bookings can be cancelled in any 3 month booking period, otherwise the Commercial Manager shall have the right to cancel the whole Block Booking.
6. All bookings must report to Reception prior to the commencement of the booking, and sign in, without exception.
7. In the event of the venue being required for any purpose connected with a local or national emergency or election on any day on which the venue or part thereof is hired, the Leisure Centre Commercial Manager reserves the right to cancel the booking. The Commercial Manager's decision as to whether the facility is required for any of the purposes outlined, is final and conclusive, and the hirer shall not be entitled to any compensation for loss or damage (whether direct or indirect) as a result of such a cancellation. The facility reserves the right to cancel a non-commercial booking in favour of a commercial booking. Where a non-commercial booking is cancelled at least 15 days' notice will be given where possible, suitable alternatives will be offered to organisations who are asked to make way for higher priority bookings.
8. The hirer shall not use the venue for any other purpose than the purpose for which the same was hired and accepted by the Leisure Centre Commercial Manager.
9. The hirer shall not assign or sub-let the benefit of the hiring agreement without first obtaining permission in writing from the Leisure Centre Commercial Manager.
10. The maximum number of persons to be admitted to any function shall be stated by the Leisure Centre Commercial Manager upon notification of acceptance of the booking.

11. With the exception of the staff on duty covering the usual requirements, no other staff will be provided, and the hirer must provide at their own expense all labour and assistance required. The hirer must provide sufficient staff for the proper supervision of the function.
12. The hirer shall be responsible for the maintenance of good order and the behaviour of all attendees and must ensure that this includes the supervision prior to and following the booking. The hirer shall, unless otherwise agreed, ensure that participants arrive on site no more than 15 minutes before the start of the booking and ensure that they have left the premises in an orderly manner, no later than 15 minutes after the end of the booking.
13. Any sums arising out of the hiring and payable by Denbighshire Leisure Limited to Performing Rights Society or Phonographic Performance Limited or the performance of dramatic/musical work or delivery of any lecture in which copyright exists without proper permission, shall be paid by the hirer to the Company before the event.
14. The hirer shall observe all statutory provision, regulations and conditions relating to public music, dancing and singing and shall observe all conditions attached to any subsisting licence relating to the venue including those granted under the Licencing Act 2003.
15. If required by the Leisure Centre Commercial Manager, the hirer shall before the date of the booking, effect insurance cover in the joint names of Denbighshire Leisure Limited and the hirer against the hirer's liability for any amount to be prescribed by the Leisure Centre Commercial Manager and produce evidence of that cover.
16. The Leisure Centre Commercial Manager reserves the right of entry to the venue and any person authorised by the Commercial Manager may remove any disorderly person or persons or any article which in the opinion of the Commercial Manager may cause damage or danger.
17. Any complaint by the hirer regarding the use of the venue or the arrangements, must be made in writing to the Leisure Centre Commercial Manager within 24 hours of the event giving grounds for the complaint.
18. The Centre reserves the right to refuse any application for hiring without assigning a reason; to attach additional conditions to any particular hiring and to vary the scale of charges in the case of any particular hiring.
19. No alcohol should be brought on to the premises. Smoking and glass containers are also not permitted.
20. There is always a qualified First Aider on our premises. If your booking is an organised event however, (e.g. Sports Tournament), Denbighshire Leisure Ltd insists that you provide your own qualified 'First Aider' to be on duty throughout the total duration of your event. All First Aid incidents must be reported to a member of staff.
21. Only the facilities and times booked may be used.
22. If your booking is on block, the management will notify the 'contact person' with as much notice as possible should the facilities be unavailable or unsuitable for use on any given date. Please ensure we have the correct contact information on file.



23. Rubbish must be placed in the bins provided and somebody must be appointed to check the courts and viewing areas are free from rubbish on completion of booking.
24. Denbighshire Leisure Ltd cannot accept any responsibility for loss or damage to personal property.
25. Spectators are not permitted to go on to the facilities, or behave in any way that may be disruptive or detrimental to the safety and enjoyment of other patrons.
26. Fire exits are for emergency use only. In the event of a Fire the Duty Officer will assume responsibility until the Fire Brigade arrive.
27. The event organiser must be aware of the total number of participants and be able to do a head count in the event of an emergency.
28. Clubs and organisations that use the facility, must ensure that all instructors and coaches are appropriately qualified, and for those who carry out activities with anyone under the age of 18, all instructors and coaches must have undergone an enhanced DBS check. Clubs and organisations also have additional responsibilities, which include holding public liability insurance and having sufficient risk assessments and procedures in place. Clubs and organisations are now required to complete a Denbighshire Leisure Safeguarding Form, confirming that all their responsibilities have been met. Denbighshire Leisure Ltd, will periodically undertake a full audit of safeguarding documentation, from a randomly selected number of groups. Failure to produce the required documentation within two weeks, could result in use of facilities being withdrawn.

10% Club Booking Discount

1. The series consists of 10 or more sessions.
2. Each session is for the same sport or activity.
3. Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
4. The interval between each session is at least 1 day but not more than 14 days. The duration of the sessions may be varied, however there is no exception for intervals greater than 14 days through the closure of the facility for any reason.
5. The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
6. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7. The person to whom the facilities are let has exclusive use of them during the sessions.

**Payment will be required in full for cancellations not meeting the terms above.**

- Written notification is required at least 7 days prior should you need to cancel the whole, or part of, your booking. If you have not honoured your minimum 10 week booking, you will be liable for full payment of sessions not honoured.
- In the event of a breach of any of these conditions by the hirer or any of their employees, or agents, the Leisure Centre Commercial Manager reserves the right to cancel the hiring forthwith by notice in writing given to the hirer or his representative, and in doing so the Centre will not be liable to refund any portion of the hiring fee or be liable to the hirer or to any third party for compensation.

