



CONDITIONS OF HIRE

1. CLUB OR VOLUNTARY BODY

If the Hirer is a Club or Voluntary Body the Hirer may be required to provide to **TEES ACTIVE LTD (TAL)** prior to the period of hire:-

- (i) constitution of the Club or Voluntary Body
- (ii) membership of the Management Committee

2. PROFESSIONAL OR SPECIALIST COACHING

- 2.1 **TAL** will require the Hirer to have an appropriate number of suitably qualified individuals providing coaching instruction where the activities carried on by the Hirer are deemed by **TAL** to require professional or specialist coaching.
- 2.2 The Hirer shall provide, on request, details of any individual providing coaching including their qualifications. Certificates of qualification shall be supplied on request.

3. SUPERVISION

- 3.1 The Hirer shall provide, on request, details of persons engaged to supervise activities including the control of any vehicles, spectators, competitors and officials and their entry and exit from the facility. In providing supervision the Hirer shall comply with any recommendations as to supervision levels made by **TAL**.
- 3.2 The Hirer is responsible for the conduct, welfare, instruction and safety of all participants in their session.

4. HEALTH AND SAFETY

- 4.1 The Hirer shall ensure that those in their control will comply with all appropriate health and safety instructions, and will conduct his activities in a safe manner also in compliance with all appropriate current health and safety legislation.
- 4.2 The Hirer shall:
 - Be responsible for their own safety and the safety of others who may be affected by their acts or omissions.
 - Co-operate with the venue management team on health and safety matters and observe all safety rules at all times
 - As far as is reasonably practicable ensure that the room or facility is safe and suitable for purpose, and promptly report any defects to the venue management team.
 - Promptly report any, spillages, accidents or incidents to the venue management team.
 - In the event of an emergency evacuation of the building follow all directions given by **TAL** employees. The Hirer will co-operate with **TAL** employees by ensuring that all persons under their supervision commence to leave the building in a safe and controlled manner.
 - Ensure that specific details relating to any special needs or requirements in relation to evacuation processes are included on the Booking Form and communicated to **TAL** employees prior to commencement of the hire period.
 - Not dismantle, move or adjust equipment which has been set up by **TAL**. Such adjustment to equipment can only be made by **TAL** employees.
- 4.3 The Ice Hockey Club shall ensure that all actions relating to the Club, be it spectators, officials, players or those training, comply with those required and specified by the Ice Hockey Association, and conform with the requirements of **TAL**.
- 4.4 The Ice Hockey Club shall inform us should any of the conditions not be met.
- 4.5 A full version of **TAL**'s Health & Safety Policy is available upon request.

5. FEE

The Hirer shall pay to **TAL** the hire fee at such times as requested by **TAL**.

6. RIGHT TO USE THE AREA

- 6.1 The Hirer has the right to use the allocated Area for the purpose of the activity and for no other purpose whatsoever and in the event of the Hirer wishing to use the Area for another activity, they must first obtain the written consent of **TAL**'s Authorised Officer.
- 6.2 The Hirer shall not have exclusive possession of the Area and **TAL**'s Authorised Officer or his representative shall have the right to enter the Area at any time during the period of the hire.
- 6.3 The Hirer shall not invite or allow onto site any other retailer, caterer or tradesperson without the express permission of **TAL**.

7. MAINTENANCE & REPAIR

- 7.1 The Hirer shall:
 - Keep the Area in a good and tidy state of repair.
 - Keep the Area clean and free from litter at the end of each hire session.
 - Not make or cause to be made, any alteration or modification to the Area without the prior consent of the Authorised Officer.
 - Not affix, or cause to be affixed any sign, poster, placard or hoarding without the prior consent of the Authorised Officer.
- 7.2 The Hirer shall not interfere with the fabric or furniture of the facility.
- 7.3 If the Hirer shall fail to keep the Area clean or in a good state of repair, or fails to comply with a request from **TAL** to carry out any necessary cleaning or repair work, **TAL** shall be at liberty to arrange for the necessary cleaning or repair work to be carried out and the costs incurred by **TAL** shall be borne by the Hirer.

8. DAMAGE

Any damage done by the Hirer to the facility building, fixtures, or any other property of **TAL** shall be paid for by the Hirer and the amount of such damage shall be assessed by **TAL** whose assessment shall be binding.

9. LIABILITY AND INDEMNITY

- 9.1 **TAL** will not be liable for the death of or injury to any person attending the activity which is the subject of the hiring or for any losses claims, demands, actions, proceedings damages, costs or expenses or other liability incurred by the Hirer in the exercise

of the rights granted by the Agreement except where such death, injury or loss is due solely to the negligence of **TAL**, their servants or agents.

- 9.2 **TAL** will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the Hirer for his own purposes or by any other person or left or deposited with any Officer or employee of **TAL**.
- 9.3 The Hirer will indemnify **TAL** against all such liabilities as are mentioned in clause 9.1 and 9.2 above and undertake to maintain a policy of Public Liability insurance to cover such indemnity.
- 9.4 The insurance cover shall be in the minimum sum of £5 million in respect of any one incident. The Hirer will upon request by **TAL** immediately produce to **TAL** a certified copy of its insurance policy(ies) taken out pursuant with this agreement and satisfactory evidence that all premiums under such policies are paid and up to date.

10. PROHIBITIONS ON USE

- 10.1 The Hirer shall at no time use or cause the Area to be used for:-
- Public Entertainment
 - The sale or consumption of alcoholic beverages
 - Betting or gaming
 - Auctions or mock auctions
 - Any other use which is detrimental to the business or reputation of the Company.
- 10.2 The Hirer shall at all times conduct the activity so that nothing shall be done to injure the reputation of **TAL**, cause offence, or be contrary to any statutory provisions.

11. ELECTRICAL EQUIPMENT

Where the Hirer provides any electrical equipment necessary and appropriate to the nature of their activity for use within a **TAL** facility, the Hirer must provide such evidence as is required to show that the equipment is less than 12 months old, or that such equipment has been subject to regular safety checks by a competent person within a rolling 12 month period.

12. FORCE MAJEURE

TAL shall not be liable for any failure to observe or delay in complying with any of the event/activity arrangements due to any cause out of their control, this may include environmental disasters, acts of war or terrorism.

13. RIGHT TO EXCLUDE

TAL's Authorised Officer or his representative shall, notwithstanding this Agreement at his absolute discretion be entitled to refuse admission to, or evict any person, including the Hirer, from the leisure facility.

14. FIRST AID

It is the Hirer's responsibility to inform (without delay) the Centre of any accident or incident which occur during their hire period.

15. RIGHT TO CANCEL OR TERMINATE

- 15.1 **TAL** has the right to cancel any session of hire at any time.
- 15.2 **TAL** shall not be liable for the cancellation of any session.
- 15.3 The Hirer has the right to cancel any session of hire by giving to **TAL** notice in writing. Payment for the cancelled hire session(s) will remain due as follows:
- 0% of total booking fee owed if cancelled more than 28 days in advance of the event
 - 25% of total booking fee owed if cancelled within 28 days of event
 - 50% of total booking fee owed if cancelled within 14 days of the event
 - 75% of total booking fee owed if cancelled within 7 days of the event
 - 100% of total booking fee owed if cancelled within 24 hours of the event
- 15.4 This Agreement may be terminated immediately by notice given by **TAL**:
- If at any time payment due under the Agreement is unpaid for 28 days after becoming due (whether demanded or not)
 - If the Hirer has breached any of the terms and conditions of this Agreement
- 15.5 For bookings taken within 28 days of the event the above cancellation arrangements still apply.
- 15.6 In the event of equipment/plant/facility failure, **TAL** shall not be deemed liable for any revenue loss suffered by the Hirer.

16. LICENCE

This Agreement constitutes a Licence and confers no other rights including a tenancy, on the Hirer and that possession of the Area and the facility is retained by **TAL** subject to the rights created by this Agreement. This Licence is personal to the Hirer and may not be assigned to any other person by the Hirer without the written consent of the Authorised Officer.

17. POLICY OF USE OF CAMERAS, VIDEO CAMERAS AND MOBILE PHONES

If photographs of any type are to be taken as part of this booking full consent and permission is required as outlined in **TAL's** 'Use of Photographic Equipment' policy which is available from the venue.

18. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 18.1 **TAL** is committed to safeguarding and promoting the welfare of children and vulnerable adults. If children or vulnerable adults are involved in any part of the hire, then the Hirer must ensure they comply with all legislative and regulatory requirements and follow any guidance published by their national organisation or as may be required by **TAL**.
- 18.2 Where the Hirer uses any **TAL** managed facility for activities involving children or vulnerable adults, they must provide evidence to **TAL** that they applied appropriate procedures to ensure that only suitable and trustworthy people are engaged to supervise/ provide instruction etc. And that its procedures are at least as searching and thorough as **TAL's** procedures for the recruitment of personal including qualification/reference checks, and Criminal Records Bureau Checks (CRB).