

GENERAL CONDITIONS of Regular Bookings for Groups & Clubs (last Update December 2021)

Signing this application form binds you to a number of conditions of hire, which are necessary to ensure that your activity is carried out safely and responsibly. Your cooperation in this is essential. Please read the following conditions of booking carefully. Failure to comply with these conditions may result in surcharges or cancellation of further bookings.

1.0 BOOKINGS

- Bookings can be made by social groups or clubs and organisations. (Club & Organisations are identified as charging their participants to attend the session).
- An application form must be completed and signed, and an email will be sent to the Hirer to confirm the booking.
- Booking forms are confirmed per quarterly period, the quarters are inclusive of the following periods: January-March, April-June, July-September and October-December.
- Invoices are generated by the 7th of the month for the following month's bookings, payment must be made within 21 days i.e. by the 28th of the month. **IMPORTANT: Failure to pay within the 21 days payment period WILL result in the booking being removed.**
- For any changes to the booking made after the invoice has been raised, this will result in an administration charge of £10 for each subsequent new invoice.
- The activity areas must only be used for the purpose stated on the booking form and no other purpose.
- Any cancellations of bookings by Achieve Lifestyle due to a major event will be given with at least 28 days' notice.
- It is not permitted to transfer your booking to a 3rd party, should this occur, your booking will be terminated with immediate effect.
- All facility users have access between the booked hours only, any over runs will result in a 10% surcharge.
- Achieve Lifestyle operates a policy of Zero Abuse, should any incident occur involving any participant associated to your booking, if found to be in breach of standards, the Hirer may incur the booking to be cancelled without notice. A copy of the policy is provided on your first booking.

2.0 CANCELLATIONS

Achieve Lifestyle reserves the right to cancel the booking in the case of safety, repairs, essential maintenance or other circumstances out of its control. In these circumstances, Achieve Lifestyle will not be responsible for any costs incurred by the organisers in respect of the cancellation. Payment will not be applicable if Achieve Lifestyle cancel the booking.

The following table is applicable for all cancellations;

Period of Cancellation Given	Fee Applicable by Hirer
Less than 48 hours	100% fee applicable

2.1 COVID

In the event of a cancellation due to Covid - Achieve Lifestyle will accept up to 24 hours notice without charge, with NHS proof of the Hirer's positive result. A Covid 19 Risk Assessment is required to be submitted for all club and organisation bookings.

3.0 COPYRIGHT

You are responsible for ensuring permission is obtained for all works covered by copyright e.g music, photographic and film. In addition, Achieve Lifestyle must be informed of any event which involves the public performance of live or recorded music. In certain cases, you will be sent a programme return that must be completed under Copyright Law. A cost may be applicable, failure to disclose information may result in summary cancellation of the booking, no refund will be provided.

4.0 INSURANCE

If you are a private hire or club booking, you must indemnify Achieve Lifestyle against all claims of loss, damage, injury etc. to the participants or the public within the facility and that any such loss, damage, injury etc, will be your responsibility. **YOU ARE REQUIRED TO TAKE OUT APPROPRIATE INSURANCE TO COVER THESE LIABILITIES, WHICH HAS A MINIMUM OF £5,000.000 (FIVE MILLION POUNDS).** A valid copy of the club / organisation's insurance is required to be submitted for all club and organisation bookings.

5.0 HEALTH & SAFETY

- The Hirer is responsible for ensuring that all health and safety issues highlighted to you by a member of Achieve Lifestyle staff is strictly adhered to by all associated parties of the Hirer throughout your booking.
- The Hirer will be responsible for following all health and safety documentation that Achieve Lifestyle has issued to the Hirer you throughout your booking.
- At the time of entering this agreement the Hirer will notify Achieve Lifestyle of any inherent dangerous activities to take place or substances to be used that could cause injury to participants or to the public. In such circumstances Achieve Lifestyle may require the exhibition of a valid third party liability insurance policy and/or impose such further conditions as are necessary by Achieve Lifestyle in the interests of Health and Safety.
- All noise levels to be kept to a minimum to avoid disturbance to other users.
- The Hirer and associated parties is expected to exercise great care to ensure that no public congestion is caused and that access to the property is kept clear for emergency vehicles.
- That you reinstate any damage to, and remove litter left within the activity area, failing which a charge for the same will be payable by you.

6.1 SAFEGUARDING

- If your booking involves any regular contact with a young person (under 16 years) or a vulnerable adult, at your expense a Disclosure and Barring Service (DBS) certificate is required for **all adults** (18 years +) i.e coaches / organisers. The DBS certificate must be provided prior to your booking being confirmed. (DBS - up to a maximum of 6 months old).
- A Safeguarding certificate is required for all Club / Organisations coacher & organisers who coach under 18's and vulnerable adults.

6.0 ADVERTISING

- The booking must not be advertised by fly posting. Failure to comply may result in summary cancellation of the booking, and that leaflets are only handed out to those persons expressing a genuine interest in your group or club.