

THE TOMMY CLUCAS COMMUNITY SPORTS HALL

("the Charity")

14 Kerrocruin, Kirk Michael, Isle of Man, IM6 1AF

Registered charity no. 1239

Isle of Man Limited Company no. 131968C

Terms and Conditions for Hiring

The Tommy Clucas Community Sports Hall ("the Sports Hall")

Updated 10-08-2022

By completing and signing a Hiring Application Form, you are confirming that you have read and understood the Terms and Conditions stated in this document.

If you do not comply with these Terms and Conditions, use of the Sports Hall will be withdrawn.

Hirers

- 1) All hirers of the Sports Hall must be aged 18 years or over.
- 2) A minimum of 2 adults must be present during all sessions in case of an emergency and for safeguarding.
- 3) No sub-letting is allowed.
- 4) The hirer is responsible for any licences required to conform with the regulations of the Performing Rights Society Ltd., Phonographic Performance Ltd., and like bodies.
- 5) The hirer undertakes to accept responsibility for and indemnify the Tommy Clucas Community Sports Hall and The Tommy Clucas Memorial Fund against liability for the consequence of accident to any person entering, leaving or whilst on the premises, and for any damage to the building and equipment therein, in connection with the letting. It is therefore recommended that Groups take out their own insurance.
- 6) The hirer, or their nominated representative for each booking, is responsible for ensuring that all group members have left the premises at the end of each session and that all areas used have been left in an acceptable condition.
- 7) Any damage to equipment or fittings, or injury to any person must be reported immediately to the Charity, using the contact details provided on hire, who will arrange for a damage/accident return form to be completed – these forms will be stored within the binder clearly marked in the entrance area of the Sports Hall. The person in charge of the session will be required to sign the damage/accident return form to ensure accuracy.
- 8) The hirer's use of the premises will be regarded as an implied acceptance of these conditions.
- 9) The hirer has a responsibility to ensure all coaches, instructors and assistants have been correctly screened to ensure that individuals are suitable to carry out their roles, including appropriate CRB checks where required by sporting bodies. This is especially important when the position involves working with children.

Booking Arrangements

- 10) All requests for the use of the Sports Hall must be made by way of an application form at least 1 working day (Monday-Friday) (“Working Days”) before the date on which use is required. Late applications will be considered, however, we cannot guarantee the availability of the Sports Hall or that the form will be processed in time to confirm booking.
- 11) All requests must state the precise date, or series of dates, and time required.
- 12) It must not be assumed that the Sports Hall is available until the hirer has received a written confirmation from the Charity. A group is not permitted to proceed with the use of the Sports Hall until a written confirmation of the booking has been received. Dates cannot be reserved until the Charity has received a completed application form, except at the discretion of the Charity.
- 13) Payment must be received by the Charity for each booked date or series of dates within 5 days of the written confirmation from the Charity of acceptance of the booking and at least 5 Working Days prior to the date, or first date of the series of dates, of hiring (unless booking made within this timeframe, when payment is immediately due). A single up-front payment must be received in respect of the hiring of a series of dates, unless agreed otherwise with the Charity at its absolute discretion. Should this discretion be afforded, a £2 administration charge would be applied for each additional payment transaction. A group is not permitted to proceed with the use of the Sports Hall until the Charity has received the payment, unless otherwise agreed with the Charity.
- 14) The Sports Hall is to be used only for the purpose stated on the application form. Your form will be returned if this section is not completed.
- 15) The Charity reserves the right to withdraw permission for use of the Sports Hall at any time. Refunds will be arranged with the hirer, where use of the Sports Hall is withdrawn, in respect of any unused, booked sessions.
- 16) Hirers are advised to check the written confirmation issued by the Charity carefully upon receipt for any incorrect/missed dates, times etc. A form is attached to the back page of these Terms and Conditions allowing hirers to make any necessary changes within 10 Working Days of the written confirmation.
- 17) No variation of your booking is permitted unless written approval is given by the Charity. Any request for such variation must be made in writing at least 3 Working Days before the date of the hire.
- 18) All cancellations must also be notified in writing at least 1 Working Day before the date of the hiring. Where the cancellation has occurred within the 1 day period the full cost of the hiring will apply, except at the discretion of the Charity. Where more than 3 block booked series of sessions are cancelled in any four month Season, the Charity reserves the right to amend the charging rate applied to the hire from the rate for block booked series of sessions to the rate which would apply to single sessions being booked.
- 19) All applications for regular weekly bookings should be renewed at least 45 days before the start of each Season (see “Hiring Charges” sheet for definition of a Season). We recommend groups book at least a Season at a time to ensure the continued availability of the dates and times required. It should not be assumed that the required dates and times of hire can continue unless a request has been submitted – the Charity will work on a first come first served basis, although existing hirers will be given first option on their existing days and times until 45 days before the start of a Season when the day and time will be made generally available. This will be subject to an overriding condition that hirers who have made bookings for the September to April Seasons of hire will be given first option to book the same time slot in the following year, subject to this first option only being available until 45 days before the start of the next Season commencing on 1st September, when the time slot will

next be made available to the May – August Season hirer of the same slot and then made generally available.

Availability

- 20) There is a minimum hire time of 1 hour, except at the discretion of the Charity.
- 21) Groups are reminded that they are only authorised to be on the premises for the dates and times stated on the written confirmation. **Setting up and clearing up times must be included within the hours stated on your application form**, ie, if a group has booked 7pm-8pm they are **not** entitled to any time either side of these times for setting up/clearing up. Please note it is not the Charity's responsibility to setup/clear up on behalf of a hiring group.
- 22) A hiring may be cancelled by the Charity at its discretion (e.g. if the Sports Hall requires maintenance). Whenever possible the Charity will give 7 days notice for any cancellations and no charge will be made to a group who has had a session cancelled by the Charity.
- 23) The Sports Hall will be available for hire on all days apart from Christmas Eve (after 4pm), Christmas Day, Boxing Day, New Year's Eve (after 4pm) and New Year's Day (except at the discretion of the Charity).

Alcohol and Footwear

- 24) No alcohol is allowed on the Sports Hall premises, without prior written approval from the Charity. The Sports Hall Astroturf area is a no food/drink area, with the exception of water which is permitted
- 25) **No metal studded/bladed/spiked footwear is permitted for use within the Sports Hall.** Flat soled footwear should be avoided due to Astroturf wear. Astroturf trainers are preferable to flat soled shoes, however plastic studded/bladed footwear is the preferable footwear to improve Astroturf lifespan.
- 26) Foreign materials, such as soil or gravel, reduce the expected lifespan of the Astroturf and increase the maintenance required. Therefore, groups must ensure at all times that their footwear is clean before entering the Sports Hall.

VAT

- 27) The Charity is not currently registered for VAT. However, should the Charity be required to register for VAT in future, VAT will be charged if applying for the use of the Sports Hall to undertake sporting activities unless the hiring is:
 - for a continuous period, or is part of, a series of 10 or more hirings;
 - for a period of over 24 continuous hours. The interval between each session must be at least one day and not more than 14 days. If a group cancels one of the sessions, bringing the total number of sessions below ten a VAT invoice will be issued.
- 28) For this VAT exemption to apply, all sessions booked must be paid for as a whole.

First Aid and Fire

- 29) First aid materials are available within the entrance area of the Sports Hall premises. Any first aid materials used must be recorded in the first aid notes within the clearly marked binder alongside the first aid materials. The hirer is responsible for ensuring that there are adequate numbers of first aiders present at each session, and for all aspects of first aid for the group.

- 30) It is the responsibility of the hirer, or the hirer's representative/s at each session, to familiarise themselves with the emergency exits etc. within the Sports Hall and ensure that all members of their group are aware of the emergency evacuation procedures, which are clearly marked in the entrance area of the Sports Hall. We recommend that each group runs through the emergency evacuation procedures at the beginning of each series of hirings and also whenever there has been a change in group leaders or a large number of new members to the group.
- 31) In the event of a fire, the hirer, or the hirer's representative/s at the session, must:
- activate the alarm,
 - ensure the evacuation of the group, and
 - inform the emergency services of the location of the fire if known.
- 32) The hirer, or the hirer's representative/s at the session, must ensure that the numbers admitted do not exceed the maximum number stated on the Fire Certificate displayed at the Sports Hall. The hirer should publicise the fire procedures before the start of any hiring session and run through the fire evacuation procedures.

Parking

- 33) Cars may only be permitted to be parked on such parts of Sports Hall premises and grounds as are designated for that purpose. The Charity accepts no responsibility for such vehicles or their contents.

Posters

- 34) Promotional material, posters, etc., must not be fixed in any way to the premises without prior written permission from the Charity. No permanent fixtures/markings can be installed for a group's continuous use.

Fire doors

- 35) It is the hirer's responsibility to ensure that all fire doors are fully engaged closed at the end of their session. The fire doors must only be opened in the case of an emergency. It is noted that the doors may accidentally be opened during the course of session by accidental contact from persons or equipment but they must then be immediately closed again. The Charity has the right to charge any hirer the equivalent of the block booking discount offered (presently £5) for any instance where this clause 35 is not adhered to – CCTV of the sports hall at the start and end of each hirer's session shall be used to monitor and evidence this.

Equipment and Storage

- 36) Any items of equipment required from the storeroom must be returned to storeroom, and placed in the appropriate storage position from which it was taken (unless this was clearly not the appropriate storage position when taken). Likewise, any items of equipment brought into the Sports Hall from outside the Sports Hall, such as goal posts, must be removed by the hiring group within their allotted time, unless the following group have requested that the equipment be left in place (where it will then become the following group's responsibility). It is not the following group's, nor the Charity's, responsibility to remove these items of equipment. If a hiring group does not consider that the preceding group has left the Sports Hall or equipment in the appropriate state, this should be reported to the Charity by phone or email, who will then take this up with the hirer responsible for the preceding group within the following week. The Charity has the right to charge any hirer the equivalent of the block booking discount offered (presently £5) for any instance where this clause 36 is not adhered to – CCTV of the sports hall and store room at the start and end of each hirer's session shall be used to monitor and evidence this.

- 37) Storage areas are not provided for the use of hirers of the Sports Hall, unless agreed in advance and in writing with the Charity. It is the responsibility of the hirers to ensure that all their equipment is removed from the Sports Hall premises at the end of each session unless the group has prior written approval from the Charity to store equipment on the Sports Hall premises. The Charity accepts no responsibility for any equipment stored on the Sports Hall premises.
 - 38) It is the group's responsibility to ensure all areas they have used have been left in a clean and tidy condition.
 - 39) The Charity shall not be held responsible or liable for any damage or loss of any property on site.
 - 40) Appropriate care should be taken in lifting or moving equipment.
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Please note this is not an application form.

To be used to change dates only.

Should you find any of the dates noted on your written confirmation from the Charity to be incorrect please complete and return this page to the Charity.

Organisation/Group Date

Purpose

ALL dates required to be changed

Required Hours

1 Fromam/pm To am/pm

2 Fromam/pm To am/pm

3 Fromam/pm To am/pm

4 Fromam/pm To am/pm

All notifications of amendments to written confirmations must be made on this form within 5 Working Days from the date of the written confirmation.

***I authorise the above changes to be made to our sessions**
(NAME IN BLOCK CAPITALS)

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Signature

.....
Date