SYLVESTRIAN
LEISURE CENTRE

EXTERNAL HIRE TERMS AND CONDITIONS

The following Conditions are incorporated in the Contract of Hire set out in this document.

1. INTERPRETATION

In these conditions and in the Particulars (as defined below) words implying the singular shall include the plural and words incorporating the masculine shall include the feminine and vice versa and shall where the context so admits have the following meanings:

1.1. "Sylvestrian Enterprises" means the business of Sylvestrian Enterprises Ltd, which is a subsidiary company of Forest School, London, their employees, servants, and agents.

1.2. "The Centre" means the building or site in which the facilities (as defined below) are situated and shall include the facilities and any building, grounds, and car park to which users of the facilities may have access.

1.3. The Hirer" means the person(s), club(s) or organisation(s) entering into the Contract with Sylvestrian Enterprises.

1.4. The Particulars" means all the information and details set out on the first page of this document.

1.5. "The Contract" means the agreement comprised in the Particulars and these Conditions together with any additional written agreement between the parties relevant to the facilities supplementing and/or varying these Conditions.

1.6. "The facilities" means any area, space, room, equipment, or service specified in the Particulars or otherwise incorporated into the Contract by Sylvestrian Enterprises at the Centre.

1.7. "Hire period" means a period specified in the Particulars being the length of time on any one occasion for which the Hirer may use the facilities. The hire period includes an allowance of 5 minutes in every hour to accommodate any disruption, preparation or set up caused by the transition between hirers.

1.8. "The hire charge" means the total amount (as specified in the Contract, whether in the Particulars or otherwise, and subject to variation under Condition 4.1 payable by the Hirer for the use of the facilities during the hire period but nevertheless excluding any amounts pursuant to Condition 3.5).

1.9. "Block booking" means a contract for a series of hire periods.

1.10. "Ordinary booking" means a contract for a single hire period.

2. APPLICATION, REPRESENTATIONS AND LAW

2.1. These Conditions shall apply to every contract for the hire of the Centre to the exclusion of all other terms and conditions including any terms and conditions which the Hirer may purport to apply under any purchase order, confirmation of hire or similar document. Sylvestrian Enterprises will not conduct business with any Hirer save on the conditions set out in this document.

2.2. These Conditions may not be varied save by agreement in writing and signed by both the Hirer and Sylvestrian Enterprises.

2.3. All applications for the hire of the Centre shall be or be deemed to be an offer by the Hirer to hire the Centre subject to these Conditions.

2.4. The Hirer acknowledges and agrees that he has not relied upon any representation, whether implied or made expressly and whether made by Sylvestrian Enterprises or another on its behalf, as to the nature extent condition quality or fitness for purpose of the Centre but has relied upon his own inquiries and/or inspection.

2.5. This contract is subject to the law of England and Wales and all disputes under this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

3. OFFER TO HIRE, COMMUNICATIONS ETC

3.1. All applications for hire must be in writing accompanied by a completed, signed, and dated Booking form incorporating these Conditions. Sylvestrian Enterprises reserves the right to refuse any application and shall not accept any person under 18 years of age as a Hirer. The Hirer may be required to demonstrate that they operate an effective equal opportunities policy.

3.2. All letters, notices, or other communications to or with Sylvestrian Enterprises shall be addressed in the manner specified in the footnote to the Particulars.

3.3. Any notice to be served upon the Hirer pursuant to the contract shall be deemed to be properly served the day after posting by ordinary prepaid first class post to the address of the Hirer (or any one of them) specified in the Particulars or to such other address for service as may have been given in writing to Sylvestrian Enterprises. If the Hirer comprises more than one person service on one shall count as service upon all of them. Any change of address must therefore be notified in writing to Sylvestrian Enterprises at once.

4. CHARGES AND FEES

4.1. The hire charge shall be as stated in the Particulars PROVIDED nevertheless that Sylvestrian Enterprises may on written notice to the Hirer vary or increase the hire charge at any time before the commencement of a hire period notwithstanding that payment of the hire charge has been made and accepted.

4.2. A 2% surcharge may be added if payment is made by credit or debit card.

4.3. If the hire charge is increased pursuant to Condition 4.1 the Hirer shall be entitled to terminate the Contract upon giving to Sylvestrian Enterprises written notice to that effect within seven days of service of notice under Condition 4.1 or (if earlier) before the commencement of the hire period immediately next following service of the said notice under Condition 4.1 PROVIDED that;

4.3.1. All relevant hire charges paid shall be refunded to the Hirer and.

4.3.2. Sylvestrian Enterprises shall not be liable for any loss, injury, or damage suffered by the Hirer or for any claims, actions, or proceedings against the Hirer arising in any way from a notice of Sylvestrian Enterprises under Condition 4.1 or the subsequent termination of the Contract.

4.4. If the Hirer continues to use the facilities or otherwise interferes with or prevents the use of any part thereof by Sylvestrian Enterprises after the hire period or if the Hirer interferes with or prevents the use of any part of any other facilities at the Centre before, during or after the hire period (whether or not

in any case such use is in fact required) additional sums shall be payable to Sylvestrian Enterprises upon demand for each hour or part thereof not included in the hire charge at the same rate as the hire charge in respect of the facilities and at the standard rate for the time being of Sylvestrian Enterprises in respect of such other relevant facilities.

4.5. If the Hirer, by continuing to use the facilities after the hire period or by any other means, prevents or interferes in any way with the use or enjoyment by any person of any facilities at the Centre the Hirer shall be liable to pay Sylvestrian Enterprises on demand an amount equal to any injury, loss, damage or expenditure suffered or incurred by such person arising there from.

4.6. An entry or admittance fee in accordance with the scale of charges for the time being displayed at the Centre shall be paid to Sylvestrian Enterprises by all persons before or at the time of entering upon or using the facilities unless the Contract provides otherwise or unless the person:

a) is a member of the Centre, or
b) holds a valid complimentary ticket issued by Sylvestrian Enterprises, or
c) holds a valid complimentary ticket issued by the Hirer with the prior written agreement of Sylvestrian Enterprises.

4.7. Tickets in respect of the facilities may not be sold by or on behalf of the Hirer without the written permission of the Leisure Facilities Manager.

4.8. The Hirer shall not be permitted to charge for admission to the facilities unless the ultimate application of all such charges has been notified in writing to Sylvestrian Enterprises before the date of the contract and unless the consent of Sylvestrian Enterprises is shown in the Particulars. In the event that such consent is given.

4.9. All advertisements, posters, notices, circulars, correspondence, commercials, and other materials publicising the event or function in respect of which the facilities are being hired shall state or otherwise clearly indicate the said ultimate destination of all such charges.

4.10. Payment terms are 28 days from the date of invoice. Block bookings are considered to be "VAT" exempt provided the following conditions are complied with:

a) A minimum of ten sessions is booked in advance.
b) Each session is for the same sport or activity.
c) Each session is in the same place (although a different pitch court or lane or a different number of pitches, courts, or lanes) is acceptable.
d) The interval between each session is at least a day and not more than 14 days (note: there is no exception for longer intervals 14 days which arise through closure e.g. for Bank Holidays).
e) The person to whom the facilities are let has exclusive use of them during the session.
f) Payment for each session is made in advance and/or the invoice is paid in full within 28 days on being invoiced.
g) Cancellation of any session made by the Hirer within a stated booking period cannot be refunded.
h) An affiliated club, group or organisation makes the booking and proof of this is produced.

4.11. The Hirer may not withhold payment of any invoice or any other amount due to the Sylvestrian Enterprises by reason of any right of set-off or counterclaim which the Hirer may have or allege that it has or for any reason whatsoever.

5. BLOCK BOOKINGS: PAYMENT OF CHARGES, TERMINATION

5.1. All applications for the hire of Sylvestrian Leisure Centre facilities or participation in Sylvestrian Leisure Centre activities shall be made using the appropriate booking form. The person by whom the booking form is signed must be over 18 years of age and shall be considered the Hirer. Where the booking is made on behalf of an organisation or a club, that organisation or club must be named on the booking form and shall be considered the Hirer and shall be jointly and severally liable along with the person who signs the booking form.

5.2. If no termination date for the block booking is specified in the Particulars, the Contract shall continue on a rolling month contract until terminated by either party giving one month's notice in writing to the other, provided that if the Hirer fails to comply with any of their obligations under the Contract, then Sylvestrian Enterprises may terminate the Contract immediately by giving written notice to the Hirer.

5.3. Sylvestrian Enterprises may review the Hirer's programme of activities from time to time and at least every six months to ensure that Sylvestrian Enterprises and any associated body is fully compliant with all and any standards relating to funding and/or funding applications. Sylvestrian Enterprises may alter or cancel the Hirer's booking without notice as a result of such inspection if in the reasonable opinion of Sylvestrian Enterprises any funding or funding application is or may be in jeopardy.

6. ORDINARY BOOKINGS/ONE OFF: PAYMENT OF CHARGES, CANCELLATION

6.1. All Bookings must be paid for in full at the time of booking.

6.2. If the Hirer cancels an ordinary booking less than 48 hours before the scheduled start time, all monies paid shall be forfeited.

6.3. If the Hirer cancels an ordinary booking more than 48 hours before the scheduled start time, the amount paid may be credited to the Hirer's account for use against a future booking in a 1 year period.

6.4. All cancellations must be submitted in writing by email to enquiries@sylvestrian-leisure.co.uk and shall only be effective upon receipt by Sylvestrian Enterprises.

7. PAYMENT FOR CLEANING AND ADDITIONAL FACILITIES

7.1. A fee for any additional facilities, equipment, or services provided or made available to the Hirer at the request of the Hirer but not included in the Contract (whether used by the Hirer or not) will be payable on demand and in any event (unless the demand provides otherwise) before the commencement of the relevant hire period.

7.2. The Hirer shall ensure that all parts of the Centre (including but not limited to the facilities, common parts, changing rooms, toilets and showers) are left clean and tidy to the reasonable satisfaction of Sylvestrian Enterprises and the Hirer shall pay to Sylvestrian Enterprises on demand any additional cleaning costs arising as a result of the Hirer failing to so ensure. If the Hirer fails to pay the additional

cleaning costs, then Sylvestrian Enterprises may appropriate all or part of the deposit paid by the Hirer to meet all or part of such costs.

8. WITHDRAWALS OF FACILITIES

8.1. Sylvestrian Enterprises reserves the right to close or prohibit the use of any of the facilities or any part of the Centre without notice if it considers the same to be unfit or unsafe for use or there is some other good reason why it or they should not be used for the purpose(s) for which it or they are or are hired or are being used.

8.2. If Sylvestrian Enterprises exercises in relation to the facilities the right reserved under Condition 8.1 a pro rata refund of or allowance against the hire charge shall be made to the Hirer, but Sylvestrian Enterprises shall not be liable to the Hirer for any loss, damage, actions, claims and proceedings arising as a result.

8.3. At the time of submitting the booking, Sylvestrian Enterprises will confirm the booking and make the Hirer aware of any exclusion dates that are unavailable for hire during the period of hire.

9. SUPERVISION AND CONTROL

9.1. Sylvestrian Enterprises reserves the right to staff and supervise the use of the facilities at the Hirer's expense in line with our normal and emergency operating procedures.

9.2. No supervision or management of the facilities or the use thereof by the Hirer, his officers, staff, agents, nominees, or representatives shall be permitted unless (and only to the extent that) the Particulars so provide.

9.3. Sylvestrian Enterprises reserves the right to refuse to admit to the facilities or the Centre any person whose presence is considered by Sylvestrian Enterprises at its sole discretion to be undesirable and reserves the right to require any such person to leave the facilities or the Centre.

10. LIABILITIES OF PARTIES, INDEMNITY, INSURANCE

10.1. Sylvestrian Enterprises gives no warranty as to any matter in connection with the nature extent or condition of the Centre.

10.2. The Hirer shall indemnify and keep indemnified Sylvestrian Enterprises against all injury, loss, damage, claims, actions, costs and proceedings in connection with or in any way arising out of the Contract or the Hirer's use of the facilities and the Centre (unless directly caused by the negligence of Sylvestrian Enterprises) and shall secure the due performance of this indemnity by taking out and maintaining throughout the subsistence of the Contract such policy or policies of insurance (with a minimum indemnity cover of £5million per incident) as shall be approved by Sylvestrian Enterprises. The Hirer shall produce to Sylvestrian Enterprises on demand (whether before or after the commencement of a hire period) satisfactory evidence of such cover. If and as far as the Hirer shall fail to produce such evidence the contract of hire shall thereupon be terminated.

10.3. Before the commencement of the hire period (or the first hire period) the Hirer shall effect comprehensive insurance with a reputable insurance company against any liability to third parties which he, or any person or party under his control or for whom he is responsible may incur in

connection with or in any way arising out of the Contract or the use of the facilities and the Centre and shall produce to Sylvestrian Enterprises on demand (whether before or after the commencement of a hire period) satisfactory evidence of such cover. If and as far as the Hirer shall fail to produce such evidence the contract of hire shall thereupon be terminated.

10.4. Sylvestrian Enterprises shall not be liable for any injury, loss, damage claims, actions, and proceedings howsoever arising from the Contract or from the use of the facilities or from any act or omission of the Hirer or any other person unless caused by the negligence or other wrongful act or omission of Sylvestrian Enterprises.

10.5. All terms conditions warranties and representations (if any) whether implied or made expressly and whether by Sylvestrian Enterprises its servants' agents or otherwise relating to the nature extent condition quality or fitness for purpose of the Centre are excluded to the fullest extent permitted by law.

10.6. Sylvestrian Enterprises shall be under no liability of whatsoever nature for any indirect loss and/or expense suffered by the Hirer arising out of a breach by Sylvestrian Enterprises of this contract or otherwise.

10.7. In the event that any liability to the Hirer arises on the part of Sylvestrian Enterprises whether by reason of any breach of this contract or otherwise the remedy of the Hirer shall be limited to damages and under no circumstances shall the liability of Sylvestrian Enterprises exceed the Hire Charge.

10.8. The Hirer shall pay to Sylvestrian Enterprises (and/or Sylvestrian Enterprises may retain the deposit or part thereof) on demand the cost of repairing or making good any damage (fair wear and tear excepted) to premises, fixtures or fittings caused by the Hirer or by persons using the Centre pursuant to the Contract.

10.9. if there are two or more persons designated by the expression "the Hirer" all obligations or duties on the part of such persons under the Contract are deemed to apply jointly and severally.

11. MAXIMUM NUMBER OF PEOPLE AND USE OF FACILITIES

11.1. The maximum number of persons permitted to use or watch or be present at the use of the facilities shall be at the absolute discretion of Sylvestrian Enterprises taking into account all circumstances considered by Sylvestrian Enterprises to be relevant (such as, by way of illustration only, the nature of the facilities, the time and period of hire, available car parking, other contemporaneous activities in the Centre, available toilet or medical facilities).

11.2. If Sylvestrian Enterprises considers that the Hirer is not making full use of the facilities Sylvestrian Enterprises reserve the right (without making any refund) to reallocate any unused parts of the facilities.

11.3. The Hirer must provide sufficient, suitable, capable, and qualified stewards to be agreed with and identified to the Manager prior to the event commencing.

12. SAFETY AND OTHER REGULATIONS, LICENCES, CONSENTS, ETC.

12.1. The Hirer shall conduct himself in an orderly and well-behaved manner and conform in all respects to any regulations or byelaws which govern the use of the Centre for the time being and shall ensure that all other persons using or present at the Centre pursuant to the Contract shall do likewise.

12.2. The Hirer shall obtain and renew as necessary (and produce to Sylvestrian Enterprises upon demand) any licences, qualifications, criminal record bureau checks, consents or permission required by law or any recognised governing body for or in connection with the Contract and shall comply with the terms thereof and with all statutory requirements and other legal obligations relevant to the Contract.

12.3. The Contract shall not constitute any licence, consent or permission required of Sylvestrian Enterprises for compliance with Condition 12.2. Any such licence, consent or permission must be separately applied for and obtained by the Hirer at his own cost.

12.4. Sylvestrian Enterprises grants a licence to the Hirer to use the Centre for the hire period. Such licence is personal to the Hirer and is not transferable. Such licence confers no further right or interest in the Centre to the Hirer.

12.5. The Hirer shall ensure that all fire exits and corridors remain unobstructed throughout the hire period and are left unobstructed at the end of the hire period.

12.6. The Hirer shall read and ensure that he and any person or party under his control or for whom he is responsible understands the Centre's Emergency action plans and shall comply with those plans at all times.

12.7. The Hirer may be required to provide appropriate evidence of risk assessments and other relevant health and safety documentation including a Safeguarding Policy required for or relevant to the hire and any related activities. Sylvestrian Enterprises may terminate this contract if the Hirer shall fail to provide such evidence.

12.8. The Hirer shall ensure that the relevant requirements set out under the Children's Act or similar related legislation and guidelines (e.g. Police checks, Criminal Records Bureau checks, Ofsted, DHSS etc.) are met and shall make evidence thereof available for inspection by Sylvestrian Enterprises on request. Sylvestrian Enterprises may terminate this contract if the Hirer shall fail to provide such evidence.

12.9. Power or other electrical fittings or appliances are to be installed or used without prior written consent from the Leisure Facilities Manager and evidence of PAT testing within the year.

12.10. Sylvestrian Enterprises has a number of nominated first aiders who will assist with emergencies where possible. There may be occasions where a first aider is not available; therefore, it is strongly recommended that all private hirers, clubs, or schools appoint a suitable first aid and hold a suitable first aid kit for any event or session within Sylvestrian enterprises. It is the hirers responsibility to report all accidents and incidents to the Duty Manager at the time within Sylvestrian Leisure Centre.

12.11. The hirer is responsible for ensuring all their staff and/or volunteers are appropriately trained and qualified-this includes a requirement to ensure that all staff and/or volunteers have been safely recruited. All those using the premises during the hire period must comply with current safeguarding legislation. Any use of photographic, video, and other recording equipment must comply with the Data Protection Law 2018.

12.12. The Hirer must notify the Centre Manager of Sylvestrian Enterprises to inform them of any safeguarding concerns which arises on site.

13. PROHIBITED ACTIVITIES

13.1. Food and Catering - No food or drink (other than that required for a specific medical condition) shall be brought into or consumed at the Centre without prior written consent of Sylvestrian Enterprises. Application for such consent shall be considered only if made not less than 14 days before the relevant hire period commences and if accompanied by full details of the proposed arrangements. Training and poolside arrangements must be made prior to booking with Centre manager.

13.2. Animals - No dogs or other animal except an assistance dog shall be brought into the Centre without written permission of Sylvestrian Enterprises. A person exercising control of a dog in the Centre shall comply with any directions given by or on behalf of Sylvestrian Enterprises.

13.3. Cameras, etc. - No cameras of any kind (including those designed for still, cinematic, or video film) or other photographic equipment shall be brought into the Centre without prior written permission by the Leisure Facilities Manager.

13.4. Broadcasting rights - No sound or visual broadcasting or filming rights or options shall be granted by the Hirer, or any agreement made by the Hirer with a third party in respect thereof without the prior written consent of Sylvestrian Enterprises. Sylvestrian Enterprises reserves the right (before or after giving consent) to be a party to any negotiations and any agreement involving the Hirer and a third party. The consent of Sylvestrian Enterprises shall in the absence of express words to the contrary be conditional upon Sylvestrian Enterprises receiving such publicity benefits as shall be agreed and such part of any income arising in respect of the said rights or options as shall be agreed PROVIDED nevertheless that if all such matters as to publicity and income shall not be agreed before the commencement of the relevant hire period three quarters of all income of the Hirer his agents or nominees arising from such rights or options or from any agreement in respect thereof shall be paid to Sylvestrian Enterprises forthwith upon receipt thereof by the Hirer his agents or nominees.

13.5. Alterations, etc. - The Hirer shall not make or permit to be made any alterations to the Centre, nor shall he fix or cause to be fixed or placed thereon any apparatus, equipment, notice, or decoration without the previous written permission of the Leisure Facilities Manager.

13.6. Gambling – No betting, gambling or lottery is permitted within Sylvestrian enterprises or Forest School.

14. ENVIRONMENTAL SENSITIVITIES

14.1. The Hirer is required to make every effort to minimise the impact of their hire on the local environment. This may be achieved inter alia by requesting that hirers, subcontractors, stewards and guests enter and exit the buildings in an orderly fashion, minimising noise and litter disruption whilst following specified traffic management routes and the Hirer shall use his best endeavours to ensure compliance with these and any other requirements made for similar purposes.

15. SEVERABILITY

15.1. If any provision herein or part thereof shall be or shall be found to be void or unenforceable it shall to the extent of such invalidity or unenforceability be deemed to be severed from this contract so and to the effect that all other provisions in this contract shall remain in full force and effect.

16. ASSIGNMENTS

16.1. The Hirer shall not assign his rights or obligations under this contract or otherwise dispose of or deal in such rights or obligations.

17. FORCE MAJEURE

17.1. Neither party shall be liable to the other in the event of act of God, war, civil disruption, civil disturbance, malicious damage, strike, lockout, industrial action, flood, drought, extreme weather conditions, compliance with any law, government order, rule, regulation, direction, or other circumstance beyond the reasonable control of either party.

18. WAIVERS

18.1. No waiver or forbearance by Sylvestrian Enterprises whether express or implied in enforcing any of its rights under this contract shall prejudice its rights to do so in future.

19. THIRD PARTIES

19.1. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of this contract.

20. USE AND CARE OF THE PREMISES

20.1. Reasonable care must be taken to protect any surface or equipment that is likely to suffer damage as a result of hire.

20.2. It is the responsibility of the Hirer to ensure the maintenance of order and, in particular, the clearing of the premises at the end of a function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.

20.3. It is the responsibility of the Hirer to ensure that all minors (under the age of 18) are wearing and using the appropriate protective equipment, if required (i.e. during cricket practice).

20.4. Sylvestrian Enterprises accepts no responsibility for accidents or injuries which occur under parental, club, or other hire or usage of equipment.

20.5. The Hirer shall be responsible for the administration, organisation, and running of their hire and shall be liable for any claims resulting from any failure thereof.

20.6. If the premises are not fully vacated by the time given for the function to end, a surcharge may/will be made for the extra time.

20.7. CCTV is in use for law enforcement and Health and Safety.

20.8. Clean shoes are to be worn when using any venue. Only indoor rubber soled cricket shoes or trainers to be worn when using the Indoor Cricket Suite.

21. HEALTH CONDITIONS

21.1. Anyone using the facility must not have any medical condition that might be made worse.

21.2. By using the centre. This includes, but is not limited to neck, back, shoulder, hip and knee injuries, broken bones, as well as pregnancy.