



Conditions of Hire Clubs, Schools and other groups

**Môn Actif - Leisure Function
Isle of Anglesey County Council**

Regulation and Economic Development Service

Leisure Centres Definitions:

Hirer	Means any Club, School or other Group who hire recreational facilities from the Council.
Leisure Centre	Means each and any of: Amlwch Leisure Centre, David Hughes Leisure Centre, Holyhead Leisure Centre or Plas Arthur Leisure Centre.
Centre Based Clubs	Means such clubs as shall, at the sole discretion of the Council, be so designated on account of their having a Leisure Centre as their competitive home base, for constituted league fixtures.
Affiliation	Payment of 'membership' fees entitles Clubs/Groups to Block Book facilities. Clubs/Groups that are affiliated will pay membership prices for hire of facility/activities.

1. Venue

All correspondence should be addressed to the appropriate Leisure Centre.

2. Booking Arrangements

• Applications

All applications for hire of any facility must be made on the official booking form, which is available from all Leisure Centres.

• Conditions

- Club / School / group bookings are allocated at suitable times, at the discretion of the Council on the understanding that one-off bookings for special spectator events have priority
- Bookings are accepted at the sole discretion of the Council or a person duly authorised thereby.
- Hirers must provide the Facilities Manager with a fixture list for home matches as soon as possible.

3. Payment

- All hiring fees for single events must be paid in full before the period of hire commences. Block Bookings will be billed during the block (for the whole block), to ensure that full payment is made by the time the block ends - unless the Club has opted to pay cash over the till.

4. Cancellation

• By Hirer

- In the case of cancellation or part cancellation of a Block Booking, where the cancellation is confirmed in writing by the Hirer before the date of the booking, the bills in respect of that booking will continue to be payable but if the Council re-sell the facility or any part thereof, the Council shall either

give the appropriate credit against further bills or a refund to the Hirer as appropriate.

- In the case of a single event booking, no charge will be levied provided the cancellation is given in writing and not less than 7 days prior to the booking.
- The Council reserves the right to re-sell any facility cancelled by the Hirer.
- Except as provided in points 1 and 2 above, hire charges for all individual hire periods in a Block Booking will be payable in full.

- **By the Council**

The Council reserves the right to close any Premises or prohibit the use of any facility, and all monies paid in respect of a booking cancelled as a result of any such action will be refunded but the Council will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.

5. **Charges**

- Charges for the use of the facilities / equipment / additional staff shall be fixed by the Council from time to time and the Council reserves the right to vary its charges without notice.

6. **Concessionary Rates**

- Concessionary rates will only apply when 51% or more of the group participating in the activity qualify for the concessionary rate. For example, 5 a side, 6 or more of the participants from a total of 10 must qualify for this rate.

7. **Indemnity against claims and insurances**

- The use of the Premises or any part thereof is entirely at the risk of the Hirer and the Council shall not be liable for any claims, actions, demands, proceedings or costs arising out of any claim made either by the Hirer or against the Hirer by third party. The Hirer shall indemnify the Council against any such claims, actions, demands, proceedings or costs which may be brought against the Council arising out of or which are incidental to the hire of facilities and equipment at or from the Premises and shall at all times be adequately insured with an insurance company approved by the Council against all such liabilities as aforesaid and produce evidence to the Council thereof on demand. Provided that nothing herein shall exclude or restrict the liability of the Council for death or personal injury due to any act or neglect of the Council or any person for whom the Council is responsible.

8. **Specialist Activities i.e. Combat Sports**

- The Council or a person duly authorised thereby may at its discretion require

any Hirer of a facility for a specialist activity to be affiliated to a governing body of that activity.

9. Making Good Damage

- The Hirer shall pay the Council on demand, the cost of repairing or making good any damage to the Premises or any part thereof arising out of or which is incidental to the hiring and for the cost of replacing any equipment included in the hiring which was not returned after the hire period.

10. Animals

- Animals will not be admitted to the Premises, with the exception of Assistance Dogs

11. Use not Transferable

- The right to use the facilities or equipment is personal to the Hirer and is not transferable.

12. Identification

- Club / Group members must carry some form of identification as a member of that Club / Group while attending Club / Group sessions. The Council may evict any person who is unable to show such form of identification at the relevant time.

13. Variation from Normal Club Night

- The Facilities Manager must be notified 10 days in advance of any variation from normal club activities i.e. he/she should be so notified of any changes made to the fixture as referred in point 2 of conditions of booking above.

14. Supervision

- **The Hirer shall be responsible for:**
 - Providing the Centre or his nominee with a list of nominated persons who will be responsible for the supervision of the relevant Club / Group during hire periods.
 - The administration, organisation and running of any particular event including:
 - Supervision and control of vehicles, spectators, performers, competitors and officials and
 - Restricting spectators to those areas designated for their use.
 - Leaving all Premises including outside facilities, changing rooms, toilets and showers in good order and as tidy as possible. Ensuring that all competitors are appropriately dressed and that footwear complies with regulations imposed in the relevant Premises.
 - Providing sufficient stewards and officials to fulfil the conditions.

15. Admission

- The Council reserves the right at its absolute and sole discretion to refuse the admission of, or to evict any person from the Premises.

16. Collections and Lotteries

- No lotteries, games of chance, sweepstakes or any betting may be conducted on the Premises unless the game has been licensed by the Council under the Lotteries and Amusement Act.

17. Erection of Marquees, Huts and Stalls etc.

- No tent, marquee, hut or stall of any kind shall be erected on any Premises by or on behalf of the Hirer without the written consent of the Council.

18. Health & Safety.

- The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1999. These measures include minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities. Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP).

19. Safeguarding

- The Hirer agrees to comply with current national legislation or the relevant National Governing Body guidelines in regard to the making by the Hirer of appropriate checks and procedures in respect of individuals whom the Hirer intends to work with children or vulnerable adults during the hire period, prior to such work commencing. For the avoidance of doubt, it is the responsibility of the Hirer to obtain satisfactory checks from the Disclosure and Barring Service DBS for all coaches, assistants, volunteers and other individuals representing or supporting the Hirer.

20. Equal Opportunity

- Môt Actif has a policy of equal opportunity for all, and hirers will not be discriminated against for their race, gender, disability, language, sexual orientation, religion, beliefs, age or any other circumstances.
- Disabled users can qualify for concessionary rates on condition they show evidence of the following:-
 - Disabled Living Allowance
 - Attendance Allowance
 - Disabled Tax Credit
 - Employment Support Allowance/Incapacity Benefit
 - Blue Badge

21. First Aid

- For special events, hirers should make the necessary contact with an approved / accredited First Aid Body.

22. Pool Hire

- **Lifeguards**

- For normal pool hire, the Council will provide qualified Lifeguards at a ratio of 1 to every 24 swimmers. The Hirer will be charged the appropriate fee for this service, which will be in addition to the pool hire charge.
- For specialist activities, such as Sub Aqua, the Hirer must provide a Qualified Lifeguard who holds the appropriate Governing Body Approved Qualification for Lifeguarding in that particular activity at the recommended Lifeguard to swimmer ratio.

- **Emergency Procedures**

- The Hirer shall ensure that all Lifeguards are familiar with the following procedures:
 1. The Lifeguard, upon observing an emergency situation, will immediately take the necessary action to effect a rescue and render artificial respiration, if necessary.
 2. Whilst the Lifeguard is dealing with the situation, the pool should be cleared of swimmers to eliminate the possibility of another incident occurring (this action should be carried out as soon as possible by a club official or another responsible adult).
 3. The Council's Duty Manager must be informed (pool alarm) immediately an accident occurs. On arrival at the poolside the Duty Manager will take charge of the situation.

If an incident occurs where the administration of artificial respiration is necessary the patient must be sent to hospital. An ambulance may be summoned by dialling 999 on the public phone situated within the Premises.

23. Equipment

- Any equipment required by the hirer will be put into place and re-stored within the hire period. For those hirers / clubs requesting to store equipment on leisure centre premises, a 'customer supplied material' form must be completed, indicating that the equipment is clearly labelled, locked and secure, and left at the hirer's own risk.

24. Music and Entertainment

- The Hirer shall not play or permit to be played gramophone records, compact discs, MP3 players, radios or tape recorders in the Centre, or perform any work, which will infringe the rights of any third party in intellectual property. The Hirer shall obtain beforehand, and provide a copy to the Manager, all proper

licences in respect of such broadcasts or performances. Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Company.

25. Sale of Refreshments and other goods

- Light refreshments may be obtained from the cafeteria and/or vending machines on the Premises. No other catering arrangements, including the sale of soft drinks, sweets etc. may be made except with the prior authorisation of the Council or a person duly authorised thereby. No organisation may undertake its own catering in any form at any Premises without permission.

26. Obedience to Instructions from the Centre Manager

- The Hirer shall at all times obey the instructions of the Centre Management and/or any person authorised by the Council to supervise the running of, or conduct at, the Premises.

27. Swimming policy for carers who accompany a person with a disability

- For a person who is in need of a carer to access a facility, the person with a disability will pay the appropriate attendance fee; the carer will be granted free admission. To gain the free access, the carer must be in a 'caring' role.

28. Access

An access statement for each centre is available on our website.