

# Conditions of hire

## for the use of Oxstalls Tennis Centre

### 1 Method of booking

1. Facilities may be hired by completion of the official Booking Form available from Oxstalls Tennis Centre, Please phone in advance to check availability
2. A booking will only become a firm booking when it is confirmed in writing from the Manager of Oxstalls Tennis Centre
3. Telephone bookings may be taken at the discretion of the Tennis Centre Manager where there is no reasonable time for written confirmation to be received
4. The booking only extends to the details provided. Any addition to the usage of the Tennis Centre/ Function rooms is otherwise prohibited.
5. No event or booking shall be publicly announced or advertised to take place at the Tennis Centre until the hirer has received written confirmation of the booking from the Manager of the Tennis Centre.

### 2 Payment

1. The payment will be paid by invoice. The full amount will be invoiced at the end of the month that the booking takes place. Payment should be payable within 14 days of receipt.
2. Payment can be taken by cheque by agreement with the Manager of the Tennis Centre, but the cheque must be for the correct amount and be included with the initial booking form. Receipt of this will constitute a confirmation of booking. Payment cannot be made by Credit Card.

### 3 Cancellation

1. Cancellations by the hirer must be made in writing and received by the Manager of the Tennis Centre at least 7 full days in advance. Failure to cancel within the given time period will result in a full charge for the facilities hired.

### 4 The Hirer

1. The hirer shall be the person named on the booking form who shall be solely responsible for ensuring that their organisation comply with these conditions of hire (to include

payment) and other directives given by the Oxstalls Tennis Centre staff.

2. The hirer shall ensure that all persons connected with the organisation and their visitors will conduct themselves in a proper and correct manner with due consideration to other users and staff.

### 5 Organised Events

1. The hirer shall be responsible for the complete organisation of special events, coaching sessions, competitions and other activities.
2. The hirer must ensure that suitably qualified personnel are present and available where appropriate for the activity.

### 6 Use of the facility

1. The hirer shall ensure that the facility and area booked is not used for any other purpose than the purpose for which it was hired.
2. The hirer shall be liable and accept full responsibility for any injury, and costs of any damages to the facility / area hired (fair wear and tear accepted) which was a result of the hirer's booking.
3. A representative of the hirer must report to the reception before commencing the booking to inform staff you are on the premises
4. All room booking attendees must sign in at reception for Fire Purposes.
5. Indoor Tennis Courts only- The hirer must ensure that persons in their charge only wear non-marking shoes on the Tennis Courts.

### 7 General regulations

1. The hirer must receive written authorisation from the manager if they wish to:-
  - Sell or supply goods of any description.
  - Make announcements or display notice.
  - Remove or erect notices, equipment or service
2. Aspire Sports & Cultural Trust reserves the right for its employees and agents to enter the facility during the hire period for any purpose connected with compliance with the conditions under the Fire and Safety and Safety of Places of Sports Act.

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3. In cases where a charge for the administration to the facility is to be made or programmes are sold, the charges must be approved on writing by Aspire Sports & Cultural Trust.
4. The hirer must follow all instructions given by staff in relation to health & safety issues including fire safety.

### 8 Insurance

1. The hirer shall indemnify Aspire Sports & Cultural Trust against any loss claims or damages in respect of death or personal injury (other than death or personal injury caused by negligence of the council, their servants or agents) and in respect of loss or damage to property arising out of the use of the facility by the hirer or its guests.
2. The hirer shall take out a third party public liability insurance policy for the sum of £ 2,000,000 against any such loss or damage arising out of this indemnity.
3. The hirer shall provide Aspire Sports & Cultural Trust with a copy of such insurance if requested to do so.

### 9 Personal Property

1. All items of property brought into the facility shall be at the owners risk. The council shall accept no liability whatsoever for any loss or damages suffered to such property.

### 10 Rights

1. Aspire Sports & Cultural Trust or its employees shall not be responsible for any activity of the Hirer at the premises unless it has accepted such responsibility in writing.
2. Aspire Sports & Cultural Trust reserves the right to refuse an application for the hiring of the facility or an area within the facility, without being required to give any reason for such refusal.
3. Aspire Sports & Cultural Trust may terminate or prohibit use of the facilities at its discretion without prior notice to the hirer. Aspire Sports & Cultural Trust shall not be liable for any loss or expenditure incurred by the Hirer arising out of this clause.

