

## **Terms**

'TRAC /We' means the Management Committee of Twyning Recreation and Amenity Complex (TRAC)

Hirer/Users/You means the person/organisation who is hiring and using the facilities provided by TRAC and therefore entering in to a contract with Us when you sign the booking form

**Facilities** - Include the Courts that the Hirer/User have booked and the Pavilion

The Hirer may use all the facilities of the Pavilion including the kitchen area, changing room facilities and toilet facilities.

**Period of responsibility** –The Hirer/User is responsible for the Pavilion during the period of occupancy

## **Hirers Responsibilities**

- The Hirer must have their own Policy and Procedures which TRAC reserve the right to observe at any time
- Where the Hirer/Users is under the control of a professional body e.g. LTA, then they must have suitable policies regarding supervision of children, DBS checks, qualifications etc in place and these must be available to the TRAC committee upon request.
- The Hirer/User is responsible for the safety and welfare of children and young people under 13 years of age at TRAC
- The Hirer/User should determine your own adult to child ratios with this in mind.
- The Hirer will ensure that children aged 13 or under are not permitted to enter the Pavilion unless accompanied by lead coach, a Parent, Guardian, Grandparent or an adult who has been given responsibility by a Parent/ Guardian for the child whilst the child is at TRAC
- The Hirer will ensure that any regular helpers/volunteers within their club who have access to Young People are CRB checked. Volunteers that have not yet been checked will be required to work ONLY under the supervision of a checked coach or volunteer.

## **Conditions of Use**

### **FEES AND CHARGES**

All fees and charges for hire of pavilion facilities are contained in the current TRAC leaflet. All fees and charges are levied according to the rate applicable on the date of the hire session and not the date of making or confirming an application for hire.

### **PAYMENT OF FEES AND CHARGES**

Payment of all approved fees and charges due MUST be made prior to the date and time of the booked session. The hirer shall pay such approved fees and charges within seven days of the receipt of TRACs official account, or by the stated payment date. Non payment of fees and charges due by the hirer, by the day preceding the

date of the hire session, will render the hire session subject to cancellation by TRAC, at the Committee's discretion.

The hirer shall pay TRAC the approved fees and charges for the hire of facilities irrespective of whether the hirer utilises the whole, or any part, of the period of hire as specified on the official account.

#### CANCELLATION

Hire of any pavilion facility booked as a casual hiring is subject to consideration of refunds on fees and charges paid for cancellation of any hire session.

Where a hire session(s) is cancelled by TRAC the hirer will be entitled to either a refund to the value of the amount paid for that hire session or an alternative date and session time for the activity.

If the booked session is cancelled by the hirer for any reason, written notice must be received by TRAC seven days (7) days prior to the date of the booked session before a refund can be considered. No refunds will be granted for cancellation of a hire session without such written notice of cancellation being received. Failure of the hirer to give such written notice to TRAC shall render the hirer liable for all charges in respect of the cancelled hiring.

Should a booking be made less than 7 days prior to the date of the booked session payment must accompany the application form.

#### DAMAGE TO THE FACILITY

The hirer shall pay the cost of any works of repair required to be undertaken by TRAC as a result of unnecessary and avoidable damage to the facility resulting from the hiring.

The hirer must report the occurrence of any such damage to TRAC on the first working day following the hiring.

#### SUB LETTING

The hirer shall not sublet or assign the benefit of any permission granted by TRAC to use a pavilion facility

#### INDEMNITY AND INSURANCE

The hirer shall indemnify TRAC from and against any action, claims, costs, demands and proceedings, howsoever arising out of, or in connection with, or incidental to the use of the pavilion facility during the period of the hiring, including any breach of any condition of hiring contained herein and including the injury of any person, or loss of, or damage to any property within the facility [except that arising from negligence as defined in Section 1(i) of the Unfair Contract Terms Act 1977].

#### RIGHT OF ENTRY

The hirer acknowledges the right of TRAC and its duly authorised officers to enter upon the facility at any time during the period of hiring and cease the hiring forthwith in the event of the breach of any of the conditions herein contained. Any such breach found during these spot checks will be dealt with accordingly.

#### PERIOD OF HIRE AND SURCHARGE

The hirer must adhere to the times of hire as stated on the official booking form and must ensure that the facilities are vacated on or before the end of the hire session. Should the time of hire be exceeded, TRAC reserves the right to levy a surcharge not exceeding the session hire charge for the activity previously booked, with a minimum of one session charged

#### GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held in the facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by TRAC and the relevant statutory licence of permit has been obtained.

#### HIRER'S EQUIPMENT

Hirer's equipment or property, may only be stored with the prior consent of TRAC. Any such property shall be stored entirely at the risk of the owner and TRAC shall not accept responsibility for any loss of, or damage to, any equipment or property stored

#### BYLAWS AND STATUTORY REQUIREMENTS

The hirer must comply at all times with all bylaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities. The hirer shall not use the premises for any unlawful purpose or in any unlawful way.

The Hirer will not do anything or bring onto the premises anything which may endanger people or property or negate any insurance policies in respect of the aforementioned.

The Hirer shall not allow consumption of alcoholic liquor within the TRAC site

#### PAVILION

The hirer will be responsible for :

- The conduct of all users of the facility hired under the authority of the hirer during the hire session.
- Supervision of the premises, the fabric and the contents, their care, safety from damage (however slight) or change of any sort. We shall charge you for the cost of any repairs.
- Basic cleaning of the facility hired at the end of each hire session. All facilities are to be left in a clean and tidy condition. Where facilities are not left in a clean and

tidy condition, TRAC shall charge you for any extra or excessive cleaning which We have to pay for. Floors must be swept; toilets and kitchen area– left clean; dustbin bags – taken outside and placed in the green wheelie bin. If full, any excessive rubbish must be taken away.

- Reading and complying with all equipment guidance notices in the Pavilion.
- The behaviour of all persons using the premises, whatever their capacity.
- Ensuring that the pavilion building is secured at the end of each hire session with particular reference to ;  
the securing of all doors and windows,  
all lights, and where applicable, heating to be switched off,  
all showers and taps to be turned off,  
all equipment to be secured and  
all furniture to be secured and left in a clean and tidy condition.
- The Hirer/Users must adhere to any warning signs around the TRAC facility.

During hire the Hirer is responsible for:

- The appointment of at least one **FIRE WARDEN** designated as responsible for the evacuation of any persons with special needs occupying the building. The Fire Warden(s) should familiarise themselves with the fire evacuation plan which is affixed to the TRAC notice board inside the Pavilion. All fire exits should be kept clear at all times of any obstructions.
- Recording **any** Accident, Illness or Injury occurring whilst on the premises, in the **First Aid Record Book** which is located in the kitchen area near the First Aid Box and the Welfare Officer for TRAC should be notified as soon as possible
- NO electrical items other than those supplied in the Pavilion, which comply with the Electricity at Work regulations and the Health and Safety at Work Act, are permitted on the premises

If you are the last person to leave the TRAC site after dusk or the advertised closing time of TRAC You must ensure the Gates are closed on leaving the site.

## SMOKING

The Pavilion is a Non-Smoking environment.

## RIGHT OF ADMISSION

Notwithstanding any contractual arrangement with the Hirer, the TRAC Committee reserves the right at its absolute discretion to refuse, or to direct the Hirer to refuse, admission of, or to evict any person from the facility without stating any reason therefore and shall not be liable for any compensation to the Hirer arising from such exclusion.

## OUR DISCLAIMERS

1. TRAC accept no responsibility for the loss of or damage to hirer's or hirer's guests' property, vehicles in the car park or their contents.
2. In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer agrees that TRAC shall not be liable for any loss or claims arising from such closure.

#### PUBLIC ACCESS

The Hirer/ user shall not allow members of the public access to the pavilion at any time during their hire period..

#### SPECIAL CONDITIONS

TRAC reserves the right to modify any of these conditions, or to impose special conditions where the nature of an application, in the opinion of the Committee, so demands.

#### **Before leaving the Pavilion-**

The Hirer/User is responsible for leaving the premises and surroundings in a clean and tidy condition, properly locked and secured. You must return any equipment You have used to its proper place. All equipment belonging to Regular Users must be stored appropriately and not left out. TRAC may remove such equipment as deemed necessary.

As a nominated key holder you must ensure that the building is locked on departure (refer to the Key Holders agreement).