

# KAL Booking Hire – Terms & Conditions (PlayFootball)

## Definitions –

**Session:** The use of KAL facilities on a single occasion in line with the details set out in the booking process.

**Booking:** The total number of sessions set out in the booking confirmation.

**Club:** An organisation delivering a coaching session or other event to which members of the club or the public may attend

**Hirer:** Individual or club responsible for complying with all the booking hire terms.

**KAL:** Kirklees Active Leisure which is a registered charity with charity number 1091226 and a registered company in England and Wales with company number 04331165 and whose registered office is at Huddersfield Leisure Centre, Huddersfield, West Yorkshire, HD1 4BP

**Terms:** both the terms and conditions in this document and the Conditions of use

**We / Us / Our:** KAL.

## Terms & conditions –

### 1. Hire

1.1 When you complete the booking process, you are agreeing to hire the premises for the dates and time periods as described in the booking confirmation.

1.2 By completing the booking process you are agreeing to be bound by these terms.

### 2. Payment

2.1 The terms of payment for your booking are set out in the booking process as agreed by you and the facility management team.

2.2 The terms of payment detailed on in the booking process include the price for each session, date, method of payment and when payment is due.

2.3 All bookings are not confirmed until a payment has been made.

### 3. Using our premises

3.1 When you hire premises operated by KAL, you must ensure you follow all of the guidance and policies we have in place for using our premises. This includes, but is not limited to, our t conditions of use, admissions policy, Health Commitment Statement, safeguarding vulnerable adults and children policies and all facility rules.

**3.2** In addition, if you are a club/organisation we require you to provide us with:

- A copy of your insurance, which must include (in addition to any other necessary insurance) Public Liability Insurance of not less than £5,000,000 that covers the full period detailed in the booking process.
- Risk assessments for your activity in our centres.
- Safeguarding policy
- Proof of club mark if applicable.

**3.3** All hirers must adhere to ratio the maximum numbers of participants per area, as identified by KAL Risk assessments. Supervision ratios for coached sessions must be in accordance with relevant organisation guidance, i.e. NGB's. Failure to comply with these ratios may result in your booking and session being cancelled. Refunds will not be given in these circumstances.

**3.4** Where a booking requires supervision to support the hirer's activity (e.g. stewarding of crowds, etc.) arrangements must be agreed with KAL management prior to the event. If KAL are providing this, an additional charge will be detailed in the booking process.

**3.5** If an accident or an incident or safeguarding incident occurs during your session you must tell a member of KAL staff as soon as possible and before the end of the session. You must co-operate fully in any investigation carried out by us or anyone else.

**3.6** If your booking requires a licence or special permission (for example a premises licence,, a trading permit or a lottery licence) it is your responsibility to ensure this is in place before the start of each of the sessions.

**3.7** You must ensure that you leave the premises promptly at the end of the session.

#### **4. Damage to our premises**

**4.1** You must leave our premises in the same condition you found them. If any damage is caused during your session, you must tell us at once.

**4.2** We will inspect the premises at the end of your session and, if we discover any damage caused by individuals involved in the booking, we may charge you the reasonable costs for us to repair the damage.

**4.3** You must not put up any decorations, streamers or lanterns without our prior consent.

#### **5. Cancellation**

**5.1** If you cancel a session or a booking after payment has been made, then no refund will be offered.

**5.2** KAL regularly review our programming and we may cancel any of your sessions or your booking, or change the location to another reasonably accessible location, or agree alternative dates with you for your sessions if we require the premises for other purposes. If we cancel your session, we will give you a full refund for that session but will not be responsible for any other costs you may incur as a result of cancellation.

**5.3** Failure to provide us with adequate and suitable documentation as detailed in 3.2 may result in your booking being cancelled. Refunds will not be given in these circumstances.

**5.4** Failure to comply with the supervision ratios detailed in the risk assessment or the agreed capacity of the booking may result in your booking and session being cancelled. Refunds will not be given in these circumstances.

#### **6. Equipment**

**6.1** Unless otherwise stated on the booking process, or we agree in writing, you may not use our equipment.

**6.2** If you are permitted to use our equipment, you must look after it and use it in accordance with any instructions we give you. If you notice that the equipment is damaged at any time during or at the end of your session, please inform a member of KAL staff immediately.

**6.3** Any electrical appliances used must be PAT tested at the expense of the hirer or that piece of equipment cannot be used.

**6.4** It is your responsibility to ensure your own equipment is in good repair and condition and insured accordingly.

**6.5** You must ensure that at the end of each of your sessions you take all of your equipment away with you. We may, at our sole discretion, allow you to store your equipment temporarily on our site between sessions. However, you do not have a right to store your equipment on our site and we may ask you to remove it at any time. We will not be responsible for any loss or damage to any of your equipment stored at our site.

#### **7. Catering**

**7.1** You are not allowed to bring to your own catering to your booking unless stipulated in your booking confirmation. No alcohol is permitted.

#### **8. Other**

**8.1** This agreement is personal to you/the organisation you represent, and you cannot let anyone else use the premises instead of you. You are responsible for the behaviour of anyone who accompanies you during the hire period.