

## Brinkburn C.I.O.

### Terms and Conditions of Hire

1. In these conditions, the following expressions have the meanings assigned to them:
  - a. 'Hire Charge' means the charge made by Brinkburn C.I.O. for the hire of the premises.
  - b. 'Hirer' means the person or body corporate applying for the hire of the premises.
  - c. 'Period of Hire' means the period during which, under the contract for hire of the premises, the Hirer is entitled to use the premises
2. Except in the case of a company the contract for the hire of the premises shall be made between the person who signs the application form and Brinkburn C.I.O. even though the facilities maybe used by a club, organisation or group of persons (by whatever name they are called)
3. The Hirer shall pay Brinkburn C.I.O. the hire charge specified in the Booking Form on receipt of the invoice. Payment is required within 14 days of receiving the invoice. A receipt will be issued from reception.
4. The person / persons responsible for placing a booking may be required to pay a damage deposit by cheque to a value that will be determined prior to the agreed contract; this will not be less than £20.00. The Damage Deposit will be forfeited if not requested within 14 days after the last paid booking date.
5. If the arrangements to use the premises are cancelled, and one-week clear notice is not given on cancellation, Brinkburn C.I.O. shall have the right to retain a sum equivalent to one quarter of the hire charge. If less than 48 hours' notice is given the whole of the hire charge will be retained by Brinkburn C.I.O.
6. Brinkburn C.I.O. reserve the right to determine the contract for hire of the premises at any time should they require the use of the premises for any purpose connected with: -
  - a. An activity organised by Brinkburn C.I.O.
  - b. An emergency
  - c. Another special event as determined by Brinkburn C.I.O
7. If the contract entitles the Hirer to the use of the premises on a regular basis (e.g. weekly, bi-weekly etc) then the following conditions shall apply:
  - a. No items may be stored on the premises between the hire periods without the prior agreement of Brinkburn C.I.O.
  - b. Brinkburn C.I.O. will accept no liability for items stored on the premises, whether with or without the agreement of Brinkburn C.I.O.
8. No guarantee is given of the number of chairs and / or tables available at the premises and no arrangements whatsoever will be made for the transfer of furniture either within the premises or to and from other premises. Any necessary setting out of the premises is the responsibility of the Hirer and adequate time should be requested for this purpose.
9. The Hirer or the person appointed by the Hirer shall:
  - a. Be present when the Manager or a member of Staff opens the Premises at the commencement of hire
  - b. Maintain adequate supervision against misuse by persons using the premises
  - c. Report to the Manager or member of Staff the presence of any intruders on the premises
  - d. Be present until the premises are formally vacated and closed by a member of Staff
  - e. Ensure that vehicles are parked only in the designated areas and NOT permitted onto any grass or paved area
  - f. Ensure that the premises are left in the condition that subsisted immediately before the period of hire, and that all furniture is returned to its original location



22. The Hirer shall be aware of the necessary procedures in the event of a fire or other emergency, and shall ensure that all persons in their group are instructed on these procedures
23. All emergency and fire exits must be kept clear always; internal fire doors must not be fixed in an open position
24. A NO SMOKING POLICY IS IN OPERATION for the whole of the Brinkburn C.I.O. site including the fields
25. Appropriate footwear must be worn always. No OUTSIDE FOOTWEAR is allowed around the swimming pool area. NO STUDS OR BLADE FOOTBALL BOOTS allowed inside the building
26. Brinkburn C.I.O. reserves the right to refuse access to any individual or group who does not show respect to the environment or other users
27. Swearing or offensive language is not allowed on Brinkburn C.I.O. site. The Hirer must make visitors aware of this stipulation
28. Dogs (except Guide Dogs) are not allowed on Brinkburn C.I.O. site. The Hirer must ensure that this is enforced
29. Accidents, incidents and near misses must be reported to reception staff immediately
30. The reporting of accidents and incidents under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), is the responsibility of the facilities hirer themselves. The Hirer should contact the Health and Safety Executive to report any RIDDOR incidents
31. Access to the Swimming Pool without a Qualified Lifeguard is prohibited. Qualified Lifeguards are provided by Brinkburn C.I.O., however, lifeguards provided by the Hirer, **MUST** have an up to date qualification, the original to be shown to Management before the booking
32. Food and drink are allowed only in designated areas. Food is not allowed in gym area or poolside. Drinks are allowed in gym or poolside area if all rubbish is taken away by the hirer
33. Cars are parked at the owner's risk.
34. Property or goods brought onto the premises remain the responsibility of the owner. No responsibility will be taken by Brinkburn C.I.O. for damage or loss to such goods
35. The person responsible for the booking must sign in and out of the Visitor Register
36. Brinkburn C.I.O. will reserve the right to refuse access to any individual or group who does not respect the facilities or users
37. No equipment is to be moved without the permission of Brinkburn C.I.O. All equipment moved is to be returned to where it was moved from at the end of the hire period