

ELY OUTDOOR SPORTS ASSOCIATION (EOSA)

TERMS & CONDITIONS OF FACILITIES HIRE

1. **Venue** – the Clubhouse and Sporting Facilities at Ely Outdoor Sports Association, Downham Road, Ely CB6 2SH
2. **Application** for hire must be made using the booking form before confirmation can be agreed.
3. **Charges for the facilities** are as per stated in the Facilities Hire Charges. EOSA reserve the right to vary them without notice. Hire Charges will be reviewed annually on the 1st September each year.
4. **Payment**
 - a. Regular users who have a customer account set up with EOSA will be invoiced monthly in arrears
 - b. New/one off users must pay at least 7 days in advance of using the facilities. You may be required to show the receipt of payment before you will be allowed to play/use the facilities.
 - c. Payment is by bank transfer, details of which will be supplied to hirers on confirmation of their booking.
5. **Cancellation of booking**
 - a. All cancellations from the hirer must be in writing or via email.
 - b. If cancellations are received less than 48 hours before the hire date and EOSA are unable to re-let the facility, EOSA reserve the right to charge a 100% cancellation fee.
 - c. Cancellation by EOSA. EOSA reserves the right to close or prohibit the use of any facilities at its discretion. All monies paid in respect of a booking, cancelled in accordance with this condition, will be refunded but EOSA will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the hirer, that arises from the cancellation.
6. **Indemnity**
 - a. The use of the facilities or any parts thereof is entirely at the risk of the hirer and EOSA accepts no responsibility for any loss, claims, actions, demands, proceedings or costs arising out of any claims made by the hirer or against the hirer by a third party.
 - b. The hirer shall indemnify EOSA against any such claims, actions, demands, proceedings or costs which may be brought against EOSA arising out of or are incidental to the hire of the facilities and equipment.
7. **Insurance**
 - a. The hirer must have and maintain all appropriate insurance to provide an adequate level of cover in respect of all risks which may be incurred arising out of the Hirer's use of the facilities.
 - b. The Hirer shall ensure that any such insurance covers the purpose, and all activities of the hirer or any end users relating to the hire

- c. Public liability insurance with a minimum level of indemnity of £5 million for any one incident to cover all legal liabilities for accidents resulting in injuries to persons (including all those involved in or watching the activity for which the facilities are being used), injury or damage to the facilities, personal property or possessions, arising in relation to the hiring.
 - d. The Hirer shall on request, produce copies of all insurance policies referred to in this clause, together with any evidence required to demonstrate these remain in place
8. **Structural Alterations** – the hirer shall not carry out any alterations to the facilities, nor shall they fix or make fixings (including tape and ties) for any apparatus, equipment or decoration without the prior permission from EOSA.
9. **Damage** – the hirer agrees to pay to EOSA on demand the cost of repairing or making good any loss or damage to any apparatus, equipment or decoration (fair wear and tear exempt) arising out of or incidental to the hiring.
10. **Supervision & Safeguarding**
The hirer is responsible for:
- a. The supervision and control of all visitors, spectators and officials
 - b. Ensuring that the safeguarding requirements applicable to their use of the facilities are met, including obtaining appropriate Disclosure and Barring Service clearance for staff and volunteers, completing all safer recruitment checks, and putting in place appropriate safeguarding policies, procedures and training
 - c. Ensuring that, under the Licensing Act 2003, no alcohol is not sold to those under the age of 18
 - d. Ensuring no children may be admitted to films when they are below the age classification for the film or show
 - e. Leaving all premises including changing rooms, toilets, showers and pitch/ground as clean and tidy as possible.
11. **Transferable** – the right to use the facilities or the equipment is not transferable.
12. **Access**
- a. The facilities will be available for use by the hirer only, and only between the times stated on the booking form.
 - b. The hirer shall only access such areas of the premises as specifically booked and authorised in advance and shall ensure that end users only access these specific areas.
 - c. In particular, the hirer and end users, shall only have access to such changing facilities as specifically designated by EOSA in relation to the hire.
 - d. The hirer is responsible for controlling entry to the facilities and on completion of the hire period, ensure that the facilities are empty and secure.
 - e. Vehicle parking facilities are available at EOSA at the user's own risk. All vehicles are left entirely at the owner's risk.
 - f. All dogs must be kept on a lead and under control when on the EOSA premises.
13. **Broadcasting** – no hirer shall grant newspaper, sound or television broadcasting or filming rights without prior written consent of EOSA. If such consent is given EOSA reserves the right to be party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived there from.

14. **Guests/Spectators** – all guest and spectators should also comply with the conditions of hire

1st February 2018