

# REGULATIONS FOR THE LETTING OF DRAGONFLY LEISURE PREMISES

## General

1. Dragonfly Leisure (hereafter known as DL) shall, through its duly authorised Centre Managers', operate and manage the sports centres' and deal with all matters in relation to them.
2. These regulations apply for the letting of all premises and grounds maintained by Dragonfly Leisure.
- 3. Procedure**
4. All applications must be submitted via the online club booking form and must be completed in full as required. Failure to do so may result in the application being rejected.
5. All applications must be made not less than ten days before the proposed date of use. Applications for the use of playing fields for fetes or other similar events should be submitted not less than two months before the proposed date of use.
6. Applications will only be accepted for a maximum period of one year between the first day of April and the last day of March the following year.
7. The hirer must personally sign (tick) the online application form and may not assign or sub-let the premises or grounds hired.
8. All lettings must be approved by DL which retains authority to make the final decision on the approval or cancellation of any letting.
9. DL may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in case of misconduct.
10. No letting shall be considered approved or any charge confirmed until done so in writing by DL.
11. 10. No person or persons shall use premises or grounds covered by these regulations without a current approved application. Any person or persons who knowingly acts in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the facilities in the future.
12. DL reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.

## Charges

12. All charges must be paid by the method required by DL.
13. Charges will be made at the rates which will be determined from time to time by DL and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, DL reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulation 7.
14. The hirer must give a minimum of twenty eight days notice to cancel any one off or short term booking (less than 10 consecutive weeks) and three months notice for any long term regular bookings (10 weeks or more). Charges will apply to any booking not cancelled within this period unless the facility can be re-let. DL will waive any charges due where the booking can be re-let.
15. Fees will be invoiced one month in advance. Payment terms are strictly 28 days from invoice. Bookings will be refused entry if payment has not been made in advance. Statutory Interest will be charged on late payments - 8% plus Bank Of England base rate.

## Care Of Premises

16. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
17. The hirer is required to pay DL the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/ or grounds in the condition in which they were found. The hirer will be responsible for reimbursing DL for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
18. No desks, fixed furniture or equipment in the accommodation hired shall be used, moved or interfered with without the prior approval of DL. Standing on seats, furniture, windowsills etc., is not permitted. Fittings, fixtures or decorations of any kind are not permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.
19. Chalk, resin, or polishing materials may not be used on floors.
20. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of DL.

## Equipment and Accommodation

21. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting etc) are not included in the letting arrangements, unless specifically requested in the application form and approved by DL. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
22. Chairs installed in the premises may be used by special arrangement with DL, but DL does undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
23. DL does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

## Condition of Premises

24. Whilst DL gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
25. Where facilities booked by the hirer prove not to be available during the letting, DL will consider applications for refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. DL's decision shall be final in respect of any refund made.

## Insurance

26. It is the responsibility of the hirer to effect whatever insurance he/ she requires to cover his/her liabilities. Insurance effected by DL does not extend to a hirer's liabilities.

## Playing Fields

27. DL will be the officer responsible for the final approval of lettings of playing fields and certain external recreational areas.
28. DL does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his/her application and such application will be deemed to be for the particular pitch or field as seen.
29. DL shall deem whether any pitch or field is fit for use and its decision shall be final.

## Legal Requirements

30. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences and copyright. The hirer shall be fully responsible for obtaining licences or any other permissions required, always providing that no such application shall be made without the prior approval of DL.
31. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
32. The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting.
33. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.
34. The hirer is responsible for ensuring the safety and well-being of its users particularly in relation to safeguarding children and vulnerable adults in line with statutory guidelines.

## Compliance with Regulations

35. Failure by the hirer to comply with any or all of the foregoing regulations where applicable, whether intentionally or not, may be deemed by DL to be just cause for the immediate cancellation of any letting or series of lettings.