

# Skegness Sports Association

## Terms and Conditions of Use

### Legal Disclaimer

You may be asked to give us personal details at certain points of your visit. The provision of such information is entirely at your own discretion. Skegness Sports Association declares that all personal information will be treated in accordance with the Data Protection Act 1998.

Personal information collected will not be used for any purposes other than customer care, the mailing of information, special offers or market research. For these purposes, the information may be stored, processed and may be passed on to other carefully selected organisations relevant to the products and services you have purchased from us.

All rights are reserved. Any text, images, graphics, sound files, animation files, video files and their arrangement on this website are subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution nor reposted to other sites. This site may also contain images that are subject to third party copyright.

Please note the images used in this website are used to portray the types of facilities and activities available and be representative of the customer base. Actual facilities may vary from what is shown.

### The Bookings and Cancellations Policy is as follows:

#### Bookings

- Can be made in person, by phone or via email.
- Customers must complete a short booking application form.
- All bookings (for which a fee is applicable) should be paid for at the time of booking.

#### Cancellations

- Bookings cannot be cancelled once confirmed unless 48 hours notice is given prior to time of booking.
- All customers failing to cancel a booking within the defined period, or failing to attend a pre-booked activity will be charged the full fee for the activity in question.
- Customers with payments outstanding will NOT be permitted to book/attend activities until the outstanding payment has been cleared.
- Booking customers cancelling in line with this cancellation policy will receive a credit which can be redeemed against future.
- Cancellations can be made by phone, email or in person.

### Behaviour Policy

The facility has a zero tolerance approach to unacceptable verbal and physical behaviour directed towards staff and customers.

Behaviour that is regarded as unacceptable includes but is not limited to:

- Excessive shouting
- Swearing
- Harassment
- Bullying
- Discrimination
- Threats

Any unacceptable behaviour will be taken very seriously and may result in the immediate ejection from the facility and the permanent exclusion of offenders.



## **General Conditions of Use**

### **1. Facility hire**

Any hire of the facilities must be for the purpose stated on the booking form. Customers are not entitled to use any other facilities/equipment unless specified on the booking form. In all correspondence, advertising, etc., customers must refer to the chosen venue as its full name; i.e. Skegness Sports Association.

### **2. Times**

Start and finish times are clearly stated on the booking form and hirers should be aware that there will be time allocated to accommodate a changeover period for setting up or taking down of equipment, within the booking period. If this is not to be contained within the booking period, extra time is chargeable at the current standard Fees & Charges rate unless agreed with the Operations Support Manager.

### **3. Extent of premises to be used**

The area(s) to be used and the equipment hired are to be clearly referenced on the booking form.

### **4. No assignment or sub-letting**

Sub-letting is strictly not permitted.

### **5. Accommodation available**

The facility has a maximum admission numbers to use a given area at any one time; this must be strictly adhered to i.e. maximum occupancy. Customers must check these details and state the proposed numbers expected to attend on the booking form.

### **6. Staff and equipment needs**

In relation to event bookings, the Hirer will also be charged for the setting up and the taking down of equipment at the venue. This will account for any additional costs incurred for Staff and materials. A plan of the event and a list of all equipment required must be provided at least 28 days before the event. For block sport bookings, the charge is already included in the booking fee quoted and confirmed.

External contractors shall not be allowed access on site without the written prior permission of the Operations Support Manager. Appropriate Health and Safety documentation i.e. method statement(s), safe system(s) of work, insurance, risk assessment and safety certificates must also be completed if contractors are required to attend site. This will be verified by site management & health and safety advisors and authorised prior to access being granted.

### **7. Hirer's liability for loss and damage**

It is a condition of the hiring that the Hirer shall be liable for, and accepts full responsibility for, injury or cost of repair of any damage to the Facility which may be occasioned, done or committed during the period of the hiring of the Facility or any part thereof, or to any furniture, fixtures or fittings or other property contained therein whether belonging to Skegness Sports Association or Skegness Sports Associations' contractors, agents, license or employees and for any loss or removal of any such furniture, fittings or other property;

The decision of Skegness Sports Association as to the appropriate sums to be paid by the Hirer in respect of damage done to the Facility shall be final and conclusive;

As the Hirer you are responsible for damage caused to the Facility during your booking.

You will be asked to pay for any damage(s) caused. Vehicles must use the dedicated parking spaces at all times. Any vehicle found to be on the playing fields or in a non dedicated parking space will be the responsibility of the Hirer and any damage caused will be charged;

All persons using the Facility do so at their own risk;

Skegness Sports Association accepts no liability for death or personal injury resulting from the non-negligent acts of its employees;

Skegness Sports Association accepts no responsibility for loss or damage to personal property.

#### 8. Indemnity in respect of third parties

The Hirer shall indemnify Skegness Sports Association from and against any claim for damages, costs or expenses which may be made against Skegness Sports Association in respect of any personal injury or loss of, or damage to, property, sustained by any person occurring during, or in consequence of, the hiring.

Proof of Third Party liability cover (with a minimum level of indemnity of £2 million) must be provided before the booking is confirmed.

#### 9. Conduct and control

The Hirer will provide enough people to maintain order during the booking and will not allow any drunkenness or disturbance. Any person under the influence of drink or drugs or behaving in a disorderly manner will be asked to leave the premises.

Skegness Sports Association believes that all players and spectators have a right to watch or play sport free from the threat of attack or abuse. This includes the use of obscene language or racial abuse. Skegness Sports Association will exclude any individual or club with a record of involvement in such incidents from its operated facilities. Please make sure that members of your organisation understand that the Company will not tolerate such behaviour.

Skegness Sports Association may expel people from the Facility for behaving in an unsatisfactory manner. Hirers must understand that bans are enforceable for as long as is deemed appropriate, by the Operations Support Manager.

The Operations Support Manager reserve the right to refuse admission should they feel the safety of the individual, Staff or Customers is compromised.

#### 10. Breach of conditions

In the event of a breach of any of the foregoing conditions, rules and regulations by the Hirer or his employees, agents, licensees, or invites, Skegness Sports Association reserves the right to cancel the hiring forthwith by notice in writing given to the Hirer or to his representatives and in so doing shall not be liable to a refund of any portion of the hiring fee to the Hirer or be liable to the Hirer or to any third party for compensation in respect of such cancellation of the hiring.

#### 11. Magna Vitae' insurance

The insurance held by Skegness Sports Association must not be invalidated by any action of the Hirer.

#### 12. Management

Skegness Sports Association Staff members have access to all areas of the Facility at all times;

Hirers must comply with all reasonable Staff requests made during the hire period;

Any decision advised by the Operations Support Manager to the Hirer is final.

#### 13. Premises

Hirers must make sure that the Facilities are left in the same condition as at the start of the session/booking.

No alterations, additions or fittings for any apparatus, equipment or decoration shall be carried out without permission of the Operations Support Manager;

The Hirer must ensure that all children are appropriately supervised and collected prior to leaving the premises i.e. Birthday Parties;

Children under 8 must be accompanied by an adult in the facilities at all times. An adult is a responsible person aged 16 or over.

#### 14. Disclosure and barring services check (DBS) - safeguarding

All sporting clubs and voluntary organisations are responsible for ensuring all DBS checks are completed for individuals who are likely to come into contact with at risk adults or children with copies of appropriate certificates kept with constitutional and insurance documents. These will be requested by the Operations Support Manager on an annual basis and noted on file once provided.

### 15. Qualifications

All coaches must provide evidence of appropriate qualifications to the Operations Support Manager on request, at the time of booking renewal or initial booking confirmation / application.

### 16 Period of hire

The dates and times of hire will be clearly stated on the application booking form (inclusive of setting up and taking down of equipment).

### 17. Injury

All injuries sustained whilst using the facilities must be reported to Reception facility staff immediately.

During the hire of the Facility the Hirer shall indemnify Skegness Sports Association against any liability, loss or claim arising from:

Any person's death or injury,

Damage to, or loss of, property,

Unless Skegness Sports Association or its staff have been negligent or in breach of duty.

Medical Declaration - Clubs/ Organisations must take reasonable action to inform the facility staff if members are suffering from injuries/ medical conditions which may affect their abilities whilst participating in the venue, for example asthma, epilepsy, diabetes, heart conditions etc.

### 18. Sale of alcoholic liquor

Skegness Sports Association permits the right of sale of all refreshments in the Facility.

The Company, by themselves or through their contractors, reserve the exclusive right to sell, serve, or supply any drinks, alcoholic or otherwise, at its venue and to decide at what events they are to be sold. If the Hirer wishes a Bar to be provided, they must give the booking coordinator at least 14 working days notice before the date of hiring. No alcoholic drinks of any description may be brought in by the Hirer or users.

Where applicable, in the event of a bar being provided, alcoholic liquors will be sold subject to the times and conditions specified in the occasional license granted by the Justices.

The Operations Support Manager or Skegness Sports Associations' contractors may stop the sale or supply of alcoholic liquors and close the Bar at any time if any persons in the facility shall behave in an unruly manner or if it is considered that such unruly, disorderly or unseemly behaviour may occur at the facility.

### 19. Catering

Where applicable, arrangements for catering must be made with the Operations Support Manager as far in advance as possible. Final arrangements must be made at least 14 days in advance. Operations Support Manager will conduct necessary liaison with caterers if needs be.

Skegness Sports Association by themselves or through their contractor reserve the exclusive right to sell, serve or allow the sale of goods. No Hirer may sell or allow sale of goods, without written consent (email accepted) of the Operations Support Manager.

### 20. Right to forbid entry

Skegness Sports Association shall be responsible for the maintenance of good order and discipline within the venues and shall reserve the right of admission to its venue.

### 21. Broadcasting and filming rights

Filming rights, radio and television broadcasting should be arranged with the Facility Operations Support Manager. Skegness Sports Association reserve the right to have a representative present during any negotiations to establish terms and conditions of any subsequent agreement and to share in any publicity that may follow. (See also paragraph 23, Electrical Safety.)

### 22. Video or photographic equipment

In accordance with its current Safeguarding Policy, Skegness Sports Association regrets that any photographic or video recording equipment may not be used on the premises without the prior permission of the Operations Support Manager. (See also paragraph 23, Electrical Safety).

### 23. Electrical safety - portable electrical appliances

It is the responsibility of the Hirer to ensure that any electrical appliance they wish to bring into the venue is safe (PATS Tested) before use. Use of any item found not to be PATS tested will not be permitted on the premises.

### 24. Smoking

Smoking is not permitted in any part of Skegness Sports Association premises.

### 25. Gambling

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on Skegness Sports Association premises.

### 26. Copyright

If you use any copyright material then you must pay any fees to the copyright owner or Performing Rights Society as required. Some fees may have been paid by Skegness Sports Association. Please ask how this may affect your booking.

### 27. Dogs

No dogs (other than assistance dogs) or any other animals are allowed into Skegness Sports Associations' facilities without the permission of the Operations Support Manager. Dog by-laws are enforced on all outdoor playing areas.

### 28. Exits and entrances

The Hirer shall not open, close or block any internal or external entrances or exits to the facility, for safety reasons.

### 29. Emergency evacuations

In the event of any emergency evacuation then you must comply with all instructions received from facility staff.

### 30 Signage/fly posting

Hirers are advised that any signage placed outside the Skegness Sports Association Facility grounds must be approved by the relevant authorities. Failure to do so may result in prosecution. Fly posting and placard advertising is not permitted by Skegness Sports Association

### 31. Lost property

Personal items such as underwear, socks, drinks bottles, makeup & combs are not kept / stored on site. Non valuable items are kept on site for a period of 28 days. Valuable items are kept for a period of six (6) months and can only be reclaimed from the Operations Support Manager. After these timescales all items are passed on to charity.

### 32. Liability

The liability of the site for damage to, or loss of users' property is strictly limited to any damage or loss suffered as a result of negligence of Skegness Sports Association or its Staff. Skegness Sports Association will not store any personal property. Cars parked in the car park are left at the owner's risk and the site will accept no liability for any loss or damage. The car park is for Skegness Sports Association users only. Please note that the gates are locked overnight and all vehicles must be removed prior to the facilities closing otherwise you will be locked in. No vehicles can be retrieved until the following morning. Any vehicle related accident occurring on the premises must be reported to facility staff and an appropriate form completed, immediately following the accident.

### 33. Food & drink

No food or drink may be brought into and consumed within Skegness Sports Associations' premises unless with the prior permission of the Operations Support Manager.

#### 34. Data collection and handling

Skegness Sports Association is obliged to collect and handle information in accordance with the Data Protection Act 1998. Skegness Sports Association will use the information it collects about you to provide services to you, to perform analysis and improve service delivery to its customers, including you.

Individuals have a right to request copies of their personal information.

We value your privacy and do not sell your information to any third parties under any circumstances.

#### 35. Evacuation

If the fire alarm sounds please listen to all announcements and follow signage and Staff instructions. The fire evacuation point and safety signage is prominently displayed in all venues operated by Skegness Sports Association.

#### Compliments & Complaints

In the first instance customers are encouraged to speak to the facility staff who will aim to resolve all complaints at that juncture.

#### 36. Written complaints

Customer feedback forms are available in the facility to help you bring your comments/complaints to our attention. If you provide your name and address an acknowledgement or full reply will be sent to you within ten (10) working days. Alternatively, please email your complaint to

[skegnesssportsassociation@gmail.com](mailto:skegnesssportsassociation@gmail.com)

#### Skegness Sports Association

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