

Facility / Event Hire Form (EA212)

SECTION 1. HIRER DETAILS (Section to be completed by all hirers)

Membership Number (MRM)

Hirer/Club/Company/Organisation Name

Address:

Postcode

Invoice Address (if different)

Postcode

Contact Name

Contact Position/Job Title

Daytime Contact Number Evening Contact Number

Email Address

Email Address for invoice (if different)

SECTION 2. BOOKING/EVENT DETAILS (Section to be completed by all hirers)

Facility required Area(s) required

Start day Start date

End day End date

Start time End time

Frequency of booking or event: One off Daily Weekly Monthly Regular (please specify period)

Any excluded dates for repeat bookings?

SECTION 3. ACTIVITY DETAILS (Section to be completed by all hirers)

Activity:

Participant numbers: Adults Children Age Range Spectator Numbers

Equipment Required:

SECTION 4. CLUB/SCHOOL HIRE (DRY-SIDE OR POOL(S))

SECTION NOT APPLICABLE

Are you affiliated to a governing body? Yes No

If yes, please provide name of governing body Date of affiliation?

Details of any external accreditations?

Date of accreditation?

Name(s) of coaches and their qualifications?

Qualification(s) attached? Yes No

Risk assessment completed by club/school covering all activities to be provided? Yes Copies attached? Yes No

Public Liability Insurance: Insurers name Policy Number Expiry date N/A

Letter from insurer attached? Yes No

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SECTION 4A. SWIMMING POOL(S) HIRE

SECTION NOT APPLICABLE

Type of pool activity hire (please tick): Club hire Gala hire Pool Party School hire (lessons)

Birthday Party

Other (please state)

(See notes below on childrens parties)

If the pool is being hired for a children's birthday party, the hirer must ensure that all children under the age of 8 years are supervised in the pool water by an adult (aged 18 years) at a ratio of two children (under 8) to one adult. An Under 8's Supervision Form (attached) must be completed and returned prior to commencement of the pool party.

SECTION 4B. SWIMMING CLUB HIRE (CLUB HIRE AND GALAS)

SECTION NOT APPLICABLE

Will diving from poolside into shallow water less than 1.5m take place? Yes No

If 'Yes' are coaches trained to deliver the ASA Competitive Start Award? Yes No

List of coaches/club members who have completed Competitive Start Award retained by club and available? Yes No

SECTION 4C. SCHOOL HIRE SWIMMING LESSON BOOKINGS

SECTION NOT APPLICABLE

Total number of pupils

Number of Beginners (Teacher pupil ratio 1:12) Number of Improvers (Teacher pupil ratio 1:20)

Total number of qualified swimming teachers required

Qualified swimming teachers to be provided by school? Yes No

If yes, copies of swimming teachers qualifications attached? Yes No

SECTION 5. SAFEGUARDING (All sports club hirers and school hire bookings to complete)

SECTION NOT APPLICABLE

Club/School Safeguarding policy available? Yes No Dated

Name of Club/School Safeguarding Officer? Contact details

List of Coaches/Instructors who have completed an enhanced DBS check available? Yes No

SECTION 6. EVENT BOOKINGS (Additional information, section to be completed by all event hirers)

SECTION NOT APPLICABLE

Event description

Areas required

Set up time from Time site will be vacated Event start time Event end time

Number of guests, participants and/or spectators

Licence extension required? Yes No

Do you require any of the following for your event, which may incur additional costs?

Facilities:	Bar <input type="checkbox"/>	Catering <input type="checkbox"/>	Car parking <input type="checkbox"/>	
Equipment:	Tables <input type="checkbox"/>	Chairs <input type="checkbox"/>	Barriers/fencing <input type="checkbox"/>	Staging units <input type="checkbox"/>
	Marquees <input type="checkbox"/>	Lighting <input type="checkbox"/>	Table plan <input type="checkbox"/>	Table linen <input type="checkbox"/>
	Chair covers <input type="checkbox"/>	Draping <input type="checkbox"/>	Power supplies <input type="checkbox"/>	Projector/projector wall <input type="checkbox"/>
	Flip chart <input type="checkbox"/>	Photo booth <input type="checkbox"/>	PA system <input type="checkbox"/>	Centre pieces <input type="checkbox"/>
	Stationery <input type="checkbox"/>			
Staffing:	Bar staff <input type="checkbox"/>	Stewards <input type="checkbox"/>	Security staff <input type="checkbox"/>	DJ <input type="checkbox"/>
	SLM set up <input type="checkbox"/>	SLM set down <input type="checkbox"/>	Photographer <input type="checkbox"/>	Videography <input type="checkbox"/>
	Florist <input type="checkbox"/>	Entertainers <input type="checkbox"/>		

Additional requirements

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SECTION 7. MUSIC LICENCING, PHONOGRAPHIC PERFORMANCE LIMITED (PPL)

SECTION NOT APPLICABLE

Do you intend to play music within the event hire period?

Yes No

(if 'Yes' please complete this section by ticking yes next to the relevant statement)

Yes I can confirm that music will be played that is PPL (copyright) free **or**

I can confirm that music will be played that is **NOT** PPL (copyright) free. I agree to pay an additional charge included in the total hire fee to cover the cost of PPL licences paid by the centre

SECTION 8. CATERING REQUIREMENTS

SECTION NOT APPLICABLE

Number of covers required:

Menu requirements:

Other requirements:

SECTION 9. PAYMENTS DETAILS

SECTION NOT APPLICABLE

Your payment will only be processed following full payment (facility hire bookings), unless otherwise agreed by the general manager. Invoice term 14 days from receipt.

Cheques payable to 'Everyone Active' or by BAC A/C 20721298, Sort code 20-33-70 quoting your MRM ID number

Official Purchase Order Number:

SECTION 9A. EVENT PAYMENTS

SECTION NOT APPLICABLE

A non-refundable deposit of 25% of the total balance is required to secure your event booking. Balance must be paid in full 30 days before the event date. Full payment is required for events booked within 30 days. Invoice term 14 days from receipt.

Paid: £ **Payment attached** Yes No

Balance due date: Balance paid on:

Cheques payable to 'Everyone Active' or by BAC A/C 20721298, Sort code 20-33-70 quoting your MRM ID number

SECTION 10. TERMS & CONDITIONS (Section to be completed by all hirers)

I have read and understood Everyone Active's terms and conditions and agree that my club/company/organisation will comply with them.

Print name:

Authorised signatory in charge on behalf of club/company/organisation name:

Signed: (by authorised signatory) Dated:

SECTION 11. EVERYONE ACTIVE INTERNAL USE (Check and confirm receipt of the following documents and information)

SECTION 4. CLUB/SCHOOL HIRE

Coaches qualifications Yes No

Risk assessment Yes No

Public liability Insurance Yes No

SECTION 4A. SWIMMING POOL HIRE

Pool Party Supervision Form completed? Yes No

SECTION 4B. SWIMMING CLUB HIRE

List of coaches/club members who have completed Competitive Start Award? Yes No

SECTION 4C. SCHOOL HIRE (SWIMMING LESSONS)

Swimming teachers qualifications attached? Yes No

SECTION 5. SAFEGUARDING

List of coaches/Instructors available who have completed an enhanced DBS check? Yes No

SECTION 7. MUSIC LICENCING

Additional charge for music to be played that is not PPL (Copyright) free? Yes No

Cost £

SECTION 9/9A. PAYMENT DETAILS

Payment processed (Receipt No.)

Payment entered on MRM (Booking Ref) Yes No

Name of SLM colleague Signed (SLM colleague) Date

Reference	Form:	Issue No:	Updated:
EA137	Under 8's Supervision Form	Two	Oct 13

Party NameParty DateParty Time.....

In line with our **Under 8's swimming pool admission policy**; an adult (over the age of 18) or parent must supervise 2 specific children in the water throughout a Pool Party.

The Parents/Guardian of the birthday child **MUST**:-

1. Identify all children attending the birthday party that are under the age of 8 years old.
2. Identify whether each child is a swimmer (S) or a non-swimmer (NS).
3. Identify an adult aged 18 or over who will be swimming and directly responsible for supervising each child (with a maximum of 2 children per adult).
4. **The pool party can not commence until this form is fully completed.**

IF THERE ARE NO CHILDREN IN THE PARTY AGED UNDER 8 PLEASE SIGN HERE:-

I can confirm there are no children under the age of 8 at this party.

Signature.....

Childs Name	S/N S	Swimming Aid		Print Named Adult (over 18) responsible for the children	Signature of Adult to accept responsibility for the children (TO BE SIGNED ON THE DAY)
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	}	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	}	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	}	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	}	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	}	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Facility / Event Hire Form (EA212) everyone ACTIVE

TERMS AND CONDITIONS

1. Payments & bookings

- a. The hirer shall be responsible for payment and any other charges to do with the hire.
- b. The hirer shall not assign or sub-let the right to use the facilities and must only use the facility for the agreed purpose.
- c. A non-refundable deposit of 25% of the total balance is required to secure an Event booking. The remaining balance must be paid in full at least 30 days before your event. Failure to do so may result in cancellation at the manager's discretion.
- d. For Activities and Parties, full payment will be made at the time of booking unless permission is granted by the centre General Manager. Each Birthday Party will have a set number of children included in the party fee. Any additional children will be charged at a further fee.
- e. Functions booked within 30 days of the actual function date will need to be paid in full at the time of initial booking.
- f. Invoices must be paid within 14 days of receipt. Failure to do so may result in your booking being cancelled.
- g. We reserve the right to review prices and will notify customers with a minimum of 3 days' notice.
- h. Booking confirmation will only be given once all relevant registration forms are completed and payment has been received.
- i. Where children are new and are not existing members of Everyone Active (brand name of Sports and Leisure Management Ltd and hereafter known as such), the parent or guardian must provide any medical information as part of the registration, as well as emergency contact details including mobile phone and email information.
- j. Activity Camps offering swimming MUST have a parent authorisation acceptance prior to the day of the activity camp. The parent MUST also indicate the swimming ability level of their child on the booking form.
- k. Pool Swimming Parties for children under the age of 8 years MUST have a ratio of 2 children per 1 adult. The Under 8 Supervision Form MUST be completed and signed by the Parent or Guardian prior to the start of the party.
- l. Everyone Active will charge an additional fee for any damage caused (accidental or deliberate) by event/activity attendees and/or participants in order to repair or replace items. Any additional repair or necessary replacement undertaken by Everyone Active as a result of the event shall be charged and payable within 15 days. If a debt collection agent is used to recoup money owed to Everyone Active then the client will be charged for the agent fees.
- m. Membership payments are covered in the membership terms and conditions.

2. Cancellation and Refunds Policy

2.1 Cancellation by Everyone Active:

- a. Everyone Active reserve the right to refuse, cancel or change any booking or event at any time prior to its commencement and to refuse admission to the event or centre, or to reject an application of membership and to withdraw membership.
- b. We can add to, change, withdraw or cancel facilities or activities from the centre without notice. This includes closing a centre or making changes to opening hours for safety reasons, maintenance or special events.
- c. In the case of cancellation for your Event booking, Everyone Active will refund you the full price. Everyone Active shall not be responsible for any extra costs incurred as a result of a cancelled or rescheduled event.
- d. There is no entitlement to a refund where Everyone Active is forced to cancel part or all of an event due to reasons beyond our reasonable control. However, refunds may be given at Everyone Active's discretion.

2.2 Cancellation by the Hirer:

- a. If the client cancels the Event booking in under eight weeks of the beginning of the function date, they will still be required to pay the full amount for the booking. If the client cancels the Event booking over eight weeks of the beginning of the function date, the deposit will be non-refundable.
- b. For Activity Camps and Birthday Parties cancellation must be in writing 14 days prior to the event.

2.3 Refunds.

- a. No refund of membership fees will be made if a facility or an activity is withdrawn from the centres programme.
- b. Everyone Active will not be liable for any other expenditure incurred or loss sustained by the hirer arising from the cancellation.
- c. A minimum of 14 days' notice is required when requesting a refund for Activity Camps and Birthday Parties. Such requests are to be made in writing to the General Manager with original proof of purchase.
- d. For other hire, application for refunds must be made in writing to the General Manager stating the details of refund requested and with proof of purchase where appropriate.
- e. Refund requests will be honoured where less than 14 days' notice is given for medical reasons with supporting medical evidence. If less than 14 days' notice is given then discretion may be applied with the value credited to the account for future participation.
- f. No part session refunds/credits are available.
- g. A credit note will be given on any payment up to the value of £10.00. A refund or credit note will be given on any payment over £10.00.
- h. A 10 day money back guarantee is offered to all new members. All monies paid in respect of swimming lessons will be refunded in full should you, for whatever reason, wish to terminate this agreement. Swimming Lesson membership is non-refundable after 10 days and non-transferable.
- i. Should you wish to return any retail product, on proof of purchase,

we will exchange the item or provide a full refund, provided the item is unwashed, unworn and unused. This will be valid for 28 days from the date of purchase. If any retail product is found to be faulty, on proof of purchase we will exchange the item or provide a full refund. This does not affect your statutory rights.

3. Catering

- a. The provision of all food and refreshment will be the Company's nominated caterer in all buildings.
- b. Where the centre does not provide catering, own packaged food can be organised and brought to the centre provided food allergen information is provided by the parent and written consent from the General Manager is obtained.
- c. Everyone Active accept no responsibility for food brought onto the premises by the parent and/or child (ren).
- d. Any catering brought into centre will face a cleaning surcharge for your event.
- e. Please note that at events with a bar service, the facility will close 30 minutes prior to the function finish time. All drinks not finished by the event end time will be removed. Any person who tries to bring in food and/or alcohol from outside the premises will be removed from the event and refused re-entry.

4. Rules and Regulations of Use (General)

- a. Everyone Active seeks to maintain high standards throughout its facilities and expects all users and hirers to contribute to this. All hirers will be held responsible for any damage caused by event/activity attendees and participants. The hirer must ensure that all attendees and participants abide by Everyone Active standards and rules.
- b. The hirer must ensure that all event/activity attendees and participants show consideration towards local residents living near the centre – particularly during the evening – and members. Noise levels will be kept at a level which is acceptable and will reduce noise levels immediately if instructed by an Everyone Active colleague.
- c. All areas shall be left clean, tidy and free from damage. Any additional cleaning, waste removal, repair or necessary replacement undertaken by Everyone Active as a result of the event/hire/activity shall be charged to the hirer and payable within 30 days.
- d. Appropriate clothing must be worn for all activities. Outdoor shoes must not be worn on poolside or in wet side changing areas. Non marking soles must be worn in all activity areas.
- e. Due to high demand for facilities at certain times, we cannot guarantee access to all facilities immediately.
- f. The hirer shall be liable for any additional expenses incurred by Everyone Active if the event/activity overruns.
- g. The hirer shall not grant sound, television broadcasting or filming rights without prior conditional consent from the events manager.
- h. Any accident, injury or damage must be reported to the Duty Manager immediately.
- i. You must only park in the designated parking places and only cars displaying disabled badges may park in the disabled parking bays.
- j. Any photography or video recording MUST be reported to reception whereby you will be asked to fill out a form and a permit will be issued by the Duty Manager on site.
- k. The centre and third parties may carry out general filming and sound recording. Admission to the centre signifies your consent to them being used in perpetuity and in all media without any rights to payment.
- l. All participants should have an Everyone Active card. In the event that you lose your card, a replacement will be made available at a nominal charge. The card may only be used by the named card holder and in accordance with our terms and conditions.
- m. You acknowledge that restrictions and additional terms may apply to events, including but not limited to decoration and pyrotechnics. You must check with the events manager for details of any additional terms or restrictions before making a booking.
- n. The hirer can only offer an activity similar or the same as that provided by Everyone Active with written permission of the contract manager.
- o. Set up and down of equipment will be undertaken during your hire time.
- p. No equipment can be stored on-site without the written consent of the General Manager.
- q. The following must not be brought into the premises without the written permission of the General Manager:
 - i. Crockery and glass
 - ii. Pets (except assistance dogs)
 - iii. Food, drink or retail items
 - iv. Electrical powered equipment
 - v. Hazardous substances
- r. The centre does have a Public Entertainment License, a copy of which is displayed in the Reception area.
- s. No hirer is permitted to:
 - i. Give away live animals as prizes;
 - ii. Give exhibitions, demonstrations or performances of hypnotism on our premises;
 - iii. Use our premises for gaming or wagering other than lawful gaming carried out in line with the gaming act 1968;
 - iv. Collect monies on the premises from participants other than by written consent of the manager.
- t. Everyone Active reserve the right to enter any part of the facility at any time with or without a third party, without stating a reason.
- u. If the management of Everyone Active are of the opinion that the hirer is not making suitable use of the facilities, the management reserve the right to re-allocation any unused parts.
- v. We will provide lifeguards for all pool bookings and this will be charged for accordingly. In the case of sub aqua and canoe bookings, suitable qualifications will need to be evidenced at the time of booking.

- w. All users/hirers must comply with these conditions of use, have regard for the safety of, and behave considerately towards other users, colleagues, the building and equipment. Any user/hirer not doing so may be asked to leave the centre and must immediately leave if asked. You are responsible for the behaviour of any children you bring to the centre and must explain any relevant rules and conditions to them. You must comply with notices and signs on display in the centre.

5. Rules and Regulations of Use Additions (One Off Hires & Club Block bookings)

- a. Your application is only confirmed when you receive written confirmation from the centre.
- b. Acceptance of your booking does not guarantee further bookings.
- c. You must supply, prior to your first session, a copy of:
 - i. Details of all coaches, including first aid, coaching qualifications and DBS checks.
 - ii. Affiliation details the club has with the governing body.
 - iii. Insurance for public liability covering £5,000.00.
- d. The hirer should ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times. Copies of the qualifications should be passed to the management at the point of booking.
- e. Everyone Active colleagues are not authorised to accept responsibility for the safe keeping of any money or goods. The hirer must communicate this to all attendees.

6. Rules and Regulations Additions (Events)

- a. You are responsible for ensuring that the events manager has all the relevant information on time for your booking. Any information not given to the events manager in advance of your booking may result in cancellation at the manager's discretion.
- b. If Everyone Active is catering your event we require numbers at least one week in advance. Catering is not guaranteed if this information is not provided on time.

7. Rules and Regulations Additions (Swimming Pool)

- a. All participants must shower before entering the pool to remove any grease, dirt or chemicals. Wearing a swim hat will help to protect your hair and reduce water pollution. Please also follow the Pool Rules as displayed.
- b. Surfaces in the pool area are always wet, please take care and always walk.
- c. Please do not swim if you have just eaten or drunk, or if you have an upset stomach. We recommend that food should not be consumed within one hour of swimming.
- d. Lockers are provided for the security of your belongings. Please use them and help us keep our activity areas tidy by not bringing kit bags, coats and other items onto poolside. Lockers operate on a coin returnable basis.
- e. Due to the nature of swimming activity, the wearing of jewellery is not permitted except where permission has been expressly given by the Swim Co-ordinator.
- f. Open wounds should be covered with a waterproof plaster. If you have a verruca, you may still swim but please wear a protective sock - available for sale from Reception.

8. Rules and Regulations Additions (Swimming Lessons)

- a. Before you start please ensure that we are notified of any relevant medical conditions at the time of enrolment.
- b. Appropriate swimwear should be worn at all times.
- c. The use of swimming goggles is permitted but we ask that parents/carers of young children fit the goggles prior to the start of the lesson.
- d. As a member of Everyone Active you will be provided with a free swimming hat. The colour of the hat will denote the class/level.
- e. In the interests of both hygiene and identification, please wear your hat to each lesson and we ask that parents/carers of young children fit the hats prior to the start of the lesson.
- f. A small number of people suffer from a 'Latex Allergy'. Should this apply to you, we will be happy to provide you with an alternative hat made from silicone. Please advise us at the time of enrolment.
- g. Your place will remain secured providing you continue to pay in advance at the appropriate re-payment period or continue to pay your monthly Direct Debit subscription.
- h. Parents/carers are not permitted to leave the facility whilst their child is participating in a swimming lesson.
- i. For the benefit of pupils and teachers, parents are not permitted onto the poolside.
- j. Pupils are requested to arrive on poolside 5 minutes (but no earlier) before the start of the lesson.
- k. Parents/Guardians are requested to deliver their child(ren) to their lesson and to collect them at the end of each session. Students must be made aware that in the unlikely event their parent/guardian fails to collect them, they must contact the lifeguard immediately (Colleagues wearing yellow shirts).
- l. To prevent embarrassment, please ensure that young children have visited the toilet prior to the start of the lesson.
- m. The effort required within a swimming lesson can often be quite demanding. We do not recommend, therefore, undertaking any physical activity immediately prior to the lesson.
- n. Approximately 5 minutes of each lesson may be allocated to administration of the lesson: the provision of information and recognition of achievement.
- o. Parents - whilst keeping in touch with friends and family and conducting business is to be applauded, doing so by mobile phone whilst watching your children swim may be both distracting to instructors and children and annoying to others and should please be avoided.
- p. Children who misbehave during the course of a lesson will be returned to the care of their parent/carer.

- q. We are keen to see all members' progress but please remember that children, particularly, develop at different rates.
- r. It is not convenient for instructors to discuss each child's progress on poolside at the end of each lesson. However, should you wish to discuss any aspect of a child's swimming progress, please complete a "Have Your Say" comments form available at Reception or visit our website: www.everyoneactive.com

9. Rules and Regulations Additions (Changing Rooms)

- a. Children under the age of 8 may change in the changing room of their accompanying parent/adult, whether male or female.
- b. Any articles we find, including items left in lockers at the end of the day will be removed.
- c. Clothing left in cubicles will be removed to lost property. Items are kept for one month before disposal.
- d. All schools must supervise their pupils at all times.

10. Rules and Regulations Additions

(Activity Camps and Party bookings)

- a. In the event you are notified that your child or a child you have been nominated as an emergency contact for, requires collection from the Activity Camp or Party due to sickness; an accident/injury or a behavioural issue, you are to make arrangements to collect the child as soon as possible, offering the centre an estimated time of collection.
- b. Children should arrive 15 minutes prior to the start of the Activity Camp or Birthday Party.
- c. Parents will sign the children into the Activity Camp and they will notify/record who will be collecting the child prior to them leaving the premises.
- d. To ensure safety at all times during the Activity Camp or Birthday Party, children will be asked to listen to instructions from the activity camp leader or party supervisor. Such instructions will include emergency evacuation procedures.
- e. Children MUST be suitably clothed for the chosen activity i.e. sportswear and trainers; swimwear, with no jewellery unless it is to identify any medical condition. This also includes appropriate external clothing such as rain coats, sun hats or sun cream, dependant on weather conditions, and any changing essentials such as towel and toiletries.
- f. Children must change in their respective changing rooms (unless under the age of 8) or where village changing is available, change in single cubicles.
- g. For Activity Camps, children will be grouped in the appropriate section of the pool dependant on age group and swimming ability. Children under 8 and any over 8's with low swimming ability will be supervised by a Level 2 Swimming Teacher as well as Activity Leader regulated ratio's.
- h. For Birthday parties, final numbers of catering required must be provided 7 working days before the party, with the account settled in full.

11. Rules and Regulations Additions (Group Exercise)

- a. Whilst the majority of our members, when unable to attend a class they have booked, cancel their classes in good time to allow others to book on, others just do not show up and prevent other members accessing the class. In order to maximise spaces for our members we are looking to impose a £4 fine for those that either fail to show up or cancel within 4 hours of a class happening unless it is re-filled.
- b. Waiting Lists will now be available on all classes so that when people cancel a class those on a waiting list will receive an automated e-mail with a direct link for them to book into the class.
- c. Crèche spaces will now be available (at most sites) to be booked on line, so classes and crèche places can be booked together for the parent and child.

11. Security

- a. If a facility is used for a ticketed or open public event the hirer must provide SIA qualified security. Please speak to your events manager regarding numbers as this will vary per event and venue. Failure to provide SIA security may result in cancellation at the manager's discretion.

12. Disclaimer/Limitation of Liability

- a. Everyone Active accepts no responsibility for the loss of, or damage to, property or injury, illness or death on its premises unless caused by its own negligence.
- b. Our total liability to you is limited to the fees you have actually paid for the relevant event/activity and we shall not be liable for any loss of enjoyment or wasted expenditure.
- c. Personal arrangements including travel, accommodation or hospitality relating to an event which have been arranged by you are at your own risk.
- d. Everyone Active cannot be held responsible if you do not receive event information, unless such non-receipt is caused by our negligence.
- e. These terms and conditions are a contract between you and us. No other person shall have any right to enforce any of the terms.
- f. We may revise our terms and conditions from time to time, for example to reflect changes in relevant laws or regulatory requirements or improvements we make to Everyone Active events and related services.
- g. Facilities, services and equipment available at each venue vary. You must check with the events manager for details before making a booking. It may be possible for us to arrange additional equipment, furniture, etc. Notice of the required equipment, facilities and services must be requested at the time of the booking. Availability cannot be guaranteed for later bookings. Additional charges for extra equipment, services and facilities may apply.
- h. We reserve the right to request that any person leaves an event

if that person's conduct is unacceptable (in the Duty Managers reasonable opinion). No refund of fees or any other costs will be made in these circumstances.

13. Health and Safety including Emergency Procedures

- a. The hirer is responsible for providing evidence of their insurance cover (covering £5,000,000) and risk assessment(s) together with that of any exhibitor, contractor, supplier, performer or caterer whom they have instructed/authorised to appear/attend the event. All documentation must be provided at least 30 days before the event. Failure to comply may result in cancellation at the manager's discretion.
- b. No equipment or harmful/flammable substances shall be brought onto site without prior permission of the Events or General Manager. In cases where flammable material or matches for candles on cakes is used within a Birthday Party event, notification must be given to the Duty Manager prior to the Party commencement.
- c. Any electrical equipment brought on to the site must be PAT tested in advance to ensure that is electrically safe. All electrical certifications and COSHH sheets will need to be supplied prior to permission being given. Any equipment, in the opinion of an Everyone Active colleague, found not to be safe cannot be used.
- d. Set up plans and method statements must be provided when setting up equipment on site. No structural or other alterations shall be made to the fabric of the building or any furniture fixture or fittings without written permission from the events manager.
- e. No banners, leaflets or posters shall be placed within the boundaries of the Centre without the approval of the General Manager.
- f. Fire exits must not be obstructed and not used as a method of entry. For events/activities attracting large spectator numbers, the maximum numbers permitted will be set by Everyone Active in accordance with the site Fire Risk Assessment and Operating Procedures.
- g. No gas canisters or open flame are permitted on site.
- h. Young people under eight years old must be supervised by a parent or adult over the age of 18 at all times unless taking part in a supervised activity.
- i. Young people under 16 years old are not allowed into the facility after 8:00pm unless accompanied by an adult or taking part in an activity.
- j. Everyone Active will provide a fully qualified first aider on site for the duration of the booking/event however during the booking process, first aid provision will be discussed with the hirer to see if additional cover is required. Please note Everyone Active may ask the hirer to provide this additional first aid cover, dependant on the type of event/activity and potential numbers of spectators and participants.
- k. We will provide event hirers with relevant sections of our Normal and Emergency Operating Procedures, you as the hirer must sign to the effect that these have been read and understood.
- l. Should the fire alarm sound at the centre, you must immediately leave the centre by the nearest available exit and meet at the designated meeting point whilst complying with any direction from Everyone Active colleagues.
- m. You must report any accident or incident immediately to the Duty Manager at the centre.
- n. The hirer shall comply with all Health & Safety regulations of the Council and Everyone Active.

14. Safeguarding

Clubs or organisations hiring facilities to provide activities which are regulated through the provision of teaching, training, instruction, care for or supervision of children or adults at risk must provide Everyone Active details of,

- i. Club or organisation safeguarding policy
- ii. Name of the club or organisation safeguarding officer
- iii. Evidence of Disclosure and Barring Service checks completed for all
- iv. Coaches and Instructors

15. Privacy Policy

- a. "For details of how Everyone Active/SLM uses the personal information you provide, please see our Privacy Policy" ([hyperlink to page](#))

16. Law and Jurisdiction

- a. These Terms of Use shall be governed by and construed in accordance with the laws of England. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and your use of the site confirms your agreement to this jurisdiction. (Any cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises)
- b. If any of these Terms of Use is determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms of Use are intended to be effective, then to the extent to which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining Terms of Use shall survive and continue to be binding and enforceable.

17. Comments and Feedback

- a. Everyone Active events and activities are designed to provide an enjoyable and high-quality experience for those attending. We welcome your feedback. If you wish to speak to someone regarding the level of service, please talk to the Duty Manager immediately.
- b. Any complaints should be emailed or put in writing to the site General Manager via our Everyone Active website: www.everyoneactive.com
- c. Should your personal details change, please notify us immediately.

As a valued member we would like to ensure you get all the benefits to which you are entitled, so please let us know if you change your name, address, telephone numbers or email address and we will amend our records accordingly.

- d. In the event of a query regarding your membership please contact:

Membership Department
Sports and Leisure Management Ltd,
3 Wating Drive, Sketchnley Meadows,
Hinckley, Leicestershire LE10 3EY
01455 639984