



Conditions of Hire of Facilities

1. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
2. The contract of the hire of the premises between the Hirer and Hinkley Leisure Somerset Limited shall take effect only upon written acceptance of the Hire Agreement on behalf of Hinkley Leisure Somerset Limited being posted, emailed or handed to the Hirer.
3. The Hirer shall be advised of the hiring fees either when making the initial inquiry regarding hire or when the Hire Agreement is issued. Hinkley Leisure Somerset Limited require hiring fees to be paid within 7 days of acceptance of the Hire Agreement. In advance Monthly direct debit may be set up if the booking is over 8 weeks long.
4. Hiring fees are to be paid no later than seven days prior to the commencement of the Hire for use of the sports facilities and no later than one month prior to the commencement of the Hire for any other facilities. Where the date of commencement of Hire is sooner than this period then the fees are due immediately.
5. If the Hirer cancels the hiring, the following fees shall be payable by the Hirer at Hinkley Leisure Somerset Limited discretion:
 - o Not less than 42 days' notice of cancellation – 25% of fees
 - o Not less than 28 days' notice of cancellation – 50% of fees
 - o Less than 28 days' notice of cancellation – Full fees
6. The Hirer shall indemnify Hinkley Leisure Somerset Limited against all claims for damages, compensation and/or costs in respect of:
 - i. bodily injury or illness to Third Parties, and/or
 - ii. damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
7. The Hirer shall be responsible for loss of or damage to the facilities and contents therein. All the Hirer's personal property and cars are left entirely at their own risk.
8. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
9. The facilities do **NOT** hold Licences for
 - i. public dancing, music or any other public entertainment
 - ii. public performance of a play.

The Hirer shall be responsible for obtaining any licence required from Sedgemoor District Council and shall produce the licence for inspection prior to the hiring date. The Hirer shall be responsible for complying with the terms of any such licence.
10. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer hereby indemnifies Hinkley Leisure Somerset Limited against any breach of this condition.
11. The sale and or use of intoxicating liquor is prohibited.

12. Use of the premises is limited to the accommodation hired, and necessary facilities such as toilets and changing rooms. Car parking is permitted in the car park provided subject to availability. The Hirer is required to observe all site speed limits.
13. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide adequate adult supervision who shall be present throughout the hiring.
14. The wearing of nailed or stiletto heeled or other unsuitable footwear in the areas is prohibited. Appropriate footwear is to be worn in all sports facilities in the MUGA's non-marking trainers and no studded footwear, and astro trainers or non-marking footwear on the astro-turf pitches. Please make sure that footwear is clean before entering.
15. No nails or screws shall be driven into walls, floors, ceilings, furniture or fittings, and no signage or banners shall be affixed to any part of the premises, including the use of Sellotape, blu tack, drawing pins, save with the prior written approval of Hinkley Leisure Somerset Limited.
16. The laying of composition or other preparation on facility floors is prohibited, save with the prior written approval of Hinkley Leisure Somerset Limited.
17. No smoking or vaping is allowed on any part of the premises either within or outside of the facilities.
18. Any alteration or addition to the lighting is strictly forbidden, except with the written consent of Hinkley Leisure Somerset Limited. Consent may be subject to conditions, which the Hirer will be required to observe.
19. If any special equipment is required, it must be agreed in writing with Hinkley Leisure Somerset Limited. We must be satisfied that the use of the equipment is supervised by a competent person.
20. The Hirer will be responsible for providing any first aid facilities that the Hirer deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
21. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed by Hinkley Leisure Somerset Limited.
22. Access may be permitted to the premises prior to the commencement of the hire period to allow for setting up of facilities. This is to be arranged in advance through Hinkley Leisure Somerset Limited.
23. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed. Hinkley Leisure Somerset Limited reserves the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
24. Where the Hirer is a sports club it is the responsibility of the person named on this agreement to ensure that the club's health and safety procedures are adhered to whilst on site. The Hirer is responsible for conducting their own risk assessment prior to the commencement of the Hire. Any potential problems are to be reported to Hinkley Leisure Somerset Limited immediately.
25. Fire procedures are displayed in all areas of the facilities and Fire Exits, and extinguishers are clearly marked. Should the fire alarm sound you should leave the premises immediately and assemble in the car park contact the emergency services. Where the Hirer is a club you are required to keep a register of all those attending to ensure that everyone has left the building and can be accounted for. Fire Safety Policy, if there is a fire within the campus, you do not need to evacuate. If there's a fire on the 3G pitches or surrounding areas, evacuate to the larger parking area. If there is a question at any point, please ask security at front gate. By entering into this Hire Agreement, you are also agreeing to abide by the terms of Hinkley Leisure Somerset Limited Fire Safety Procedures.
26. Hinkley Leisure Somerset Limited reserves the right to cancel any hiring without notice if:
 - i. the facilities will, due to circumstances outside their control, be unavailable for the hire period, or
 - ii. the Hirer has failed to disclose material information concerning the proposed hiring, or
 - iii. there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, and Hinkley Leisure Somerset Limited shall have no further liability to the Hirer. In the event of (ii) or (iii) any refund of hiring fees shall be at the discretion of Hinkley Leisure Somerset Limited.

27. Booking of the sports pitches are for 55-minute slots, starting on the hour.
28. Users are required to bring the equipment necessary to play their game of choice (Hinkley and Sedgemoor Campus pitches have football goals posts and nets).
29. The lead booker is required to report to the Security Office at the entrance gates to gain access to the sports pitches and changing-room facilities. All other participants may proceed directly to the pitch.
30. The lead booker will be required to show a formal piece of identification (e.g. a driver's license) to confirm the booking.

Covid 19 Terms of Condition of use in addition to the Conditions of Hire of Facilities

Updated - 20th July 2020

We are pleased to announce that we are now able to hire our sports facilities at Sedgemoor and Hinkley Campuses. Which include the small and large 3G pitches (Sedgemoor) and the multi-use games area's (MUGAS) (Hinkley). This however comes with extra covid 19 policies that need to be adhered to in addition to the normal Conditions of hire. These conditions fall in line with government guidelines including the national governing bodies and must be strictly met, we reserve the right to stop hiring to the public at any point if they are not.

- No groups of more than 30 are allowed to hire the 3G Pitches (including the coach if applicable) and MUGA'S at any one time.
- Competitive training is now permitted, with groups limited to a maximum of 30 people, including coaches;
- Competitive match play is permitted, with social distancing in place before and after the match, and in any breaks in play;
- Players and officials should sanitise hands before and after a game as well as scheduled breaks throughout a game or training session;
- Ball handling should be kept to a minimum with most contact via a boot and the ball disinfected in breaks of play;
- Youth football coaches are encouraged to limit persistent close proximity of participants during match play and training;
- Goal celebrations should be avoided;
- Equipment should not be shared, and goalkeepers should ensure they disinfect their gloves regularly in breaks in training or matches and thoroughly afterwards. Where possible, coaches should only handle equipment in training;
- Where possible, players, coaches and officials should arrive changed and shower at home. Use of changing and shower facilities must follow government advice on the use of indoor facilities;
- Participants should follow best practice for travel including minimising use of public transport and walking or cycling if possible. People from a household or support bubble can travel together in a vehicle
- Clubs should keep a record of attendees at a match or training session, including contact details, to support NHS Test and Trace;
- All sessions are 50 mins long. It is paramount that you stick your timings as a group, you turn up on the dot, you leave on time when your session is finished, promptly, no congregating afterwards

- If any of your group are showing signs of covid 19 they are asked to not come on site, and self-isolate for 14 days. And let us know
- If a player shares a household with a vulnerable person, DO NOT ATTEND TRAINING.
- Players must arrive changed and ready to exercise.
- Please arrive shortly before the session starts and leave when it finishes. You can watch from your car, or a safe distance away from the group and everyone else.
- Self-checks should be done before each training session to ensure players have no symptoms and there is reduced chance of others being affected.
- Toilets will be available but please make sure that you go to the toilet at home prior to training
- When the activity is finished, participants should take the earliest opportunity to wash their hands or use a hand sanitiser.
- Players should label their own water bottle and not share bottles and bring their own and labelled hand sanitizer, these should be frequently used.
- Any equipment used should be thoroughly cleaned after.
- If bibs are used, they will need to be washed between every session and not shared at any point during a session.

By reading these procedures you agree yourself and your group with adhere to them at all times. Hinkley Leisure take no responsibility in anyone catching covid 19 and reserve the right to stop usage of the facilities.

Appendix 1

Hirer's Insurance – Indemnity Clause

A. Injury to Persons or Property

1. The Hirer shall indemnify Hinkley Leisure Somerset Limited against all claims for damages, compensation and/or cost in respect of:
 - i. bodily injury or illness to Third Parties, including Hinkley Leisure Somerset Limited and HOST 2 Limited employees, agents or Campus lodgers.
 - ii. damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £5 million

B. Damage to Premises and Equipment

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of The Hinkley Leisure Somerset Limited, except when loss or damage to the premises or contents are a result of the negligence of Hinkley Leisure Somerset Limited or HOST 2 Limited
2. The Hirer shall affect adequate insurance in respect of such loss or damage.
3. The Hirer shall provide a copy of the certificate of insurance to Hinkley Leisure Somerset Limited at the time of submitting the Hire Agreement. A copy of each subsequent renewal certificate must also be produced to Hinkley Leisure Somerset Limited if the Hire runs past the original expiry date.