

CARLISLE YOUTH ZONE – CONDITIONS OF HIRE

1. INTERPRETATION

In these Conditions unless otherwise specified:

- (a) 'CYZ' means the Carlisle Youth Zone, which term encompasses the Carlisle Youth Zone and its facilities, and all obligations of CYZ under these Conditions are undertaken by it for and on behalf Carlisle Youth Zone (Charity Number 1134974 / Company Number 07113460) whose registered office is Victoria Place, Carlisle, Cumbria, CA1 1LR.
- (b) 'Manager' means the CYZ Administration Team or a nominated representative of it.
- (c) 'Hirer' means the person(s), body of persons and/or organisations named on the Application Form.
- (d) 'Facility' means the facility at CYZ as specified by the Hirer in the Application Form.
- (e) 'Application Form' means the application form for the hire by the Hirer of any Facility.
- (f) 'Booking' means any booking relating to the use of a Facility which is confirmed in writing by CYZ after it has received a correctly completed Application Form and the required fee (if any).
- (g) 'Deposit' means the sum payable in accordance with Condition 3(b), or if no such deposit is payable, the Hiring Charge due under these Conditions.
- (h) Any person signing on behalf of the Hirer personally warrants that he/she has full and valid authority to do so.
- (i) Any consents, agreement, approvals or authorisations required to be given or granted by CYZ shall only be binding upon CYZ if given or granted in writing and shall be effective only for the specific instance and for the purpose for which it is given.
- (j) No contract shall exist between CYZ and the Hirer which is binding upon CYZ unless CYZ accepts the Application Form by validly signing the Application Form where indicated.
- (k) If there is any ambiguity or inconsistency between the provisions of the Application Form and these Conditions, the provisions of these Conditions shall prevail.

2. AGREEMENT FOR HIRE

- (a) Subject to the payment of all monies due by the Hirer to CYZ under these Conditions, CYZ grants the Hirer a licence to use the Facility on the terms and conditions of these Conditions and, in particular, in the manner, for the period and on the dates and times set out in the Application Form. The Facility shall only be used for the activity referred to in the Application Form and the Hirer shall not permit any person(s) not under its direction and control to use the Facility.
- (b) The Hirer must ensure that the event does not exceed the times referred to in the Application Form. Failure to do so may result in a proportion of any refundable deposit being forfeited, the amount to be determined by CYZ absolutely.
- (c) Notwithstanding Condition 2(a), the Hirer shall not have exclusive use of the Facility, but only a non-exclusive licence to use the Facility. In particular, CYZ staff and agents shall have free and unobstructed access to the Facility at all times.
- (d) The Hirer shall not grant any sub-licence of the whole or any part of the Facility and none of the rights, duties or obligations of the Hirer under these Conditions shall be assignable. The CYZ shall be entitled to assign all or any of its rights, duties and/or obligations under these Conditions to anyone and at any time.
- (e) The Hirer must ensure that only the Facility and any permitted communal areas of CYZ premises are used in relation to the hiring.
- (f) The numbers of people attending at any one time must not exceed the numbers indicated on the Application Form and as agreed by CYZ, or as otherwise stated by CYZ from time to time. Failure to comply with this condition will result in the immediate termination of the hiring without refund.
- (g) CYZ may refuse to accept an Application Form without giving a reason.
- (h) CYZ will not be liable for any loss caused by the breakdown of machinery, failure of the supply of electricity or gas, leakage of water, fire, government restriction or act of God which may cause the Facility or CYZ's premises more generally to be temporarily closed or the Booking to be interrupted or cancelled.

3. HIRING CHARGE

- (a) The 'Hiring Charge' due under these Conditions, being fixed, is the Total Cost For Period of Hiring as stated in the Application Form.
- (b) The Hirer shall pay CYZ non-refundable Deposit equal to £10 or 10% of the Hiring Charge, whichever is the greater. Such Deposit shall be set off against the Hiring Charge. All payments will be made on the dates and in the manner specified in the Application Form.
- (c) The balance of the Hiring Charge is to be paid to CYZ not less than 14 days before the hiring period (as referred to in the Application Form), or, if the Application Form is submitted less than 14 days before any hiring period, at the time of such submission.
- (d) Additional charges will be payable by the Hirer if:
 - i. any part of the RRF's premises, other than the Facility which is referred to in the Application Form, are used by the Hirer; or
 - ii. the Facility hired is used by the Hirer outside the hiring period stated in the Application Form; or
 - iii. if the Hirer does not pay the Hiring Charge or Deposit by the date it becomes due, the Hirer shall be deemed to have cancelled the Booking under Condition 4
- (e) The Hirer shall be invoiced for the cost of the Booking, in accordance with CYZ's current scale of charges as set by Chief Executive from time to time. An official receipt will, upon request of the Hirer, be issued for all payments received.

4. CANCELLATION BY THE HIRER

- (a) The Hirer may cancel the Booking by giving the Manager notice in writing of their intention to cancel the Booking. If, at least 14 days before the hiring period referred to in the Application Form, the Hirer cancels the Booking, CYZ may refund any deposit paid after deducting any expenses incurred incidental to the Booking.
- (b) If the Hirer cancels the Booking less than 14 days before the hiring period referred to in the Application Form, CYZ may retain in full the Deposit, and the Hirer will be liable for any further losses sustained by CYZ arising from the cancellation.

5. CANCELLATION BY CYZ

- (a) Notwithstanding any other provision of these Conditions, CYZ shall be entitled by written notice to terminate the Booking without any liability to the Hirer or any other person:
 - i. without reason, at any time prior to the date which is 14 days before the use of the Facility by the Hirer; or
 - ii. at any time, if the Facility is or becomes in the reasonable opinion of the Manager unfit for use by the Hirer; or
 - iii. the Facility may be unduly damaged by use for the purpose of the hiring; or
 - iv. where the Manager cancels the Booking, any Deposit paid shall be repaid to the Hirer save that CYZ shall not be liable for any loss or damage arising out of the cancellation of the Booking by the Manager.
- (b) CYZ reserves the right to move the Booking to a suitable alternative Facility or an alternative time within a reasonable time of the time in the Booking. If CYZ does move or alter the Booking, the Hirer shall be advised as soon as possible and will be entitled to cancel the Booking and to a full refund of any payment made.

6. HIRER'S OBLIGATIONS

- (a) The Hirer shall use the Facility and its related equipment and services in a safe and proper manner and will immediately comply with any directions given by CYZ's staff and personnel.
- (b) The Hirer shall not hawk, sell, dispose of or supply anything whatsoever in the facility unless such action is expressly provided for and permitted in the Application Form.
- (c) No advertising, promotion, recording, broadcasting, collection, lottery, sweepstake, game of chance or gambling shall take place at the Facility without CYZ's prior written consent. No copyright material may be delivered or performed without the consent of the owner of the copyright. Film, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the Hirer's obligation to inform the relevant local authority's Entertainment Licensing Officer and any necessary licence.
- (d) Subject to due payment by the Hirer of all sums due under these Conditions, CYZ shall provide or procure the food and beverages, technical services and equipment, staff and other services specified in the application unless CYZ agrees to waive this right by providing written consent prior to the Booking.
- (e) CYZ has the exclusive entitlement to provide or procure the provision of food and beverages at the Facility. The Hirer shall not permit the bringing in or consumption of any food or beverages not provided or procured by CYZ unless CYZ agrees to waive this right by providing written consent prior to the Booking.
- (f) These Conditions do not give the Hirer or any person referred to in Condition 7(a) permission to gain any form of liquor license, sell liquor or drink liquor on CYZ premises. Alcohol may not be sold or served without the written consent of the Manager. If permission is given, alcohol may not be sold on the premises without the requisite licence(s) to do so. It is the obligation of the Hirer to obtain and show any such licence(s) to the Manager in advance of the Booking.
- (g) It is the obligation of the Hirer to ensure all litter is picked up and placed in the correct receptacles at the end of the Booking, and that all Facilities, the CYZ's premises generally and changing rooms used by the Hirer are left in a clean, fit and tidy state. Failure to do so will result in a proportion of any refundable deposit paid being forfeited, the amount to be determined by CYZ.
- (h) The Hirer must nominate at least one person who will be on site during the period of the Booking to ensure these Conditions are adhered to. This person must:
 - i. make her/himself known to the Manager at the start of the Booking; and
 - ii. report promptly to the Manager any damage to property or persons.
- (i) Permission should be obtained from CYZ in advance if the Hirer wishes to bring electrical equipment onto CYZ's premises and will be required to produce a valid test certificate from an appropriate body confirming that the equipment complies with all necessary regulations. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto CYZ's premises.

7. INSURANCES AND INDEMNITY

- (a) The Hirer shall be solely responsible for all persons (e.g. spectators, guests, players, visitors, children) and their behaviour whilst they are on CYZ's premises for any purpose or reason which in any way relates to the use of the Facility by the Hirer and shall indemnify and keep indemnified CYZ from all claims and/or losses made by, commenced, suffered or incurred by such persons.
- (b) The Hirer shall take out and maintain a public risk insurance policy. All certificates of insurance shall be made available for sighting and copying by the CYZ.

The Hirer:

 - i. agrees that he/she has satisfied himself that the Facility is fit for the purpose of the Booking, and acknowledges that CYZ does not warrant that the Facility is fit for the purpose of the Booking
 - ii. agrees to use the Facility at its own risk and without limitation agrees that all property belonging or brought onto the Facility by the Hirer shall be at the sole risk of the Hirer

- iii. shall indemnify and keep indemnified CYZ against claims and losses arising from or relating to (either directly or indirectly or wholly or in part) the use of the Facility including without limitation (except where due to the negligence or fraud of CYZ):
 - (a) death or injury of any person;
 - (b) loss or damage of any property of any person; and
 - (c) loss or damage resulting from the use, misuse or malfunction of any equipment or property by the Hirer or any person referred to in Condition 7(a)
 - iv. shall indemnify and keep indemnified CYZ from all claims and losses made by, commenced, suffered or incurred by the Hirer or any other person which arise from or in any way relate to any:
 - (a) termination effected under Condition 5;
 - (b) refusal, ejection, closure and/or vacation effected under Condition 9(b);
 - (c) inability to perform pursuant to Condition 9(c); and
 - (d) cancellation effected under Conditions 9(b), 9(c) and 9(d).
- (c) CYZ will only be responsible for the death of or injury to any person attending the Facility or CYZ premises if it arises from the negligence of CYZ

8. DAMAGES TO FACILITIES

- (a) The Hirer shall make good any damage caused to the Facility or CYZ's property (either directly or indirectly) by the Hirer or its use of the Facility or by any person referred to in Condition 7(a)
- (b) The Hirer or any person referred to in Condition 7(a) shall not erect any sign or notice, alter, make, paint, drill or in any way mark or deface any part of the Facility or CYZ property or remove, alter or move any of its fixtures or equipment without first obtaining the written consent of CYZ.
- (c) No tent, marquee, hut, stall or other structure shall be erected by the Hirer without the prior written consent of CYZ.
- (d) It is the responsibility of the Hirer to ensure any person/s referred to in Condition 7(a) stays in the immediate vicinity of the Facility and does not enter other areas of CYZ's premises.

9. ADMISSION AND REMOVAL OF PERSON

- (a) The Hirer or any person referred to in Condition 7(a) shall comply with all directions, rules and regulations which relate to the Facility and CYZ. It is the responsibility of the Hirer to ensure and person(s) referred to in Condition 7(a) is/are made aware of, and abides by CYZ's parking restrictions as notified from time to time.
- (b) CYZ shall be entitled to refuse admission or eject any undesirable person/s from the Facility without any liability on the part of CYZ premises. If any person(s) refuse(s) to obey any such direction, CYZ shall be entitled to immediately and without prior notice close and/or vacate the Facility without any liability to the Hirer or any other person. If the Facility is closed, CYZ will be entitled to retain any monies paid by the Hirer without prejudice to any other rights or remedies CYZ may have.
- (c) If for any reason beyond its control (including without limitation any malfunction, fault or failure of plant or equipment or disruption to supply of power, water or services) CYZ is unable to perform any or all of its obligations under these Conditions, such as non-performance is excused and may cancel the Booking without liability from the Hirer or any other person of whatsoever nature
- (d) CYZ shall also be entitled to cancel the Booking or evacuate the Facility without liability from the Hirer or any other person if in the opinion of CYZ such cancellation is required in order to ensure safety of persons or property.
- (e) The Hirer shall promptly vacate the Facility at the time and on the date set out in the Application Form and simultaneously remove all of its equipment and property from the Facility. If at any time:
 - i. any moneys payable by the Hirer to CYZ are in arrears; or
 - ii. the Hirer commits a breach of any term or condition of these Conditions (whether by act or omission) then CYZ may give notice immediately terminating the Booking, without prejudice however, to any rights CYZ may have for any antecedent breach.

10. HEALTH & SAFETY/OTHER AND GENERAL

- (a) Smoking is NOT PERMITTED anywhere on CYZ's premises, including the car parks.
- (b) Hirers must adhere to the rules and regulations of usage as displayed within CYZ's premises. Non-marking soled shoes are to be worn and users of the astro turf pitches shall wear astro boots or training shoes (no blades or studded boots shall be permitted).
- (c) Drinks cannot be taken into any arena, gym or halls of which the Facilities comprise, as spillages can affect the playing surface.
- (d) Bicycles are not permitted on the playing surface of the astro turf pitches.
- (e) Animals (except trained helping dogs) are not permitted on any of CYZ's premises, including car parks.
- (f) Hirers MUST sign in at the reception desk on arrival and sign out on departure. This is in conjunction with Health & Safety Regulations. Failure to do so may result in the Booking being terminated by the Manager.
- (g) Cars parked on CYZ premises are done so entirely at the owners' risk.
- (h) CYZ does not take responsibility for the personal belongings of the Hirer or any person referred to in Condition 7(a). Such belongings left in CYZ premises are done so at owners' risk.
- (i) Children under the age of 16 years must be supervised at all times within the building and grounds of CYZ premises. The Hirer will be responsible for ensuring the good behaviour of all those attending the function, including keeping noise at a reasonable level as determined by on-site staff.
- (j) It is the Hirer's obligation to ensure that all those attending are made aware that they do so at their own risk. CYZ does not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using CYZ premises. All Hirers must have their own insurance, which is a condition of the Booking.
- (k) The Hirer must make themselves aware of the fire evacuation procedures relating to the Facility and must ensure that all fire exits are kept clear during the hiring.
- (l) The Hirer must make themselves aware of CYZ's health and safety policy and procedures and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare. The Hirer must familiarise themselves with the emergency first-aid procedures which will be in place at the time of their particular hiring.
- (m) No use may be made of CYZ's equipment without prior agreement of CYZ and the Hirer must not interfere with the fabric, fittings or contents of CYZ's premises in any way.
- (n) The Hirer must ensure that no sexual or racial harassment and no discrimination of any description is committed in or about CYZ's premises. CYZ is committed to challenging all forms of unfair discrimination and the Hirer's breach of this Condition shall permit CYZ to cancel the Booking immediately and without prior notice.

11. ALTERATIONS

- (a) CYZ reserves the right to alter or amend the whole or any part of these Conditions before accepting an Application Form without giving prior notice, to ensure the safe, efficient operation and financial viability of CYZ.

12. THIRD PARTY RIGHTS

- (a) The Application Form and these Conditions are not intended to and do not confer rights on any third parties under the Contracts (Third Party Rights) Act 1999.

13. GOVERNING LAW

The Application Form and these Conditions shall be governed and construed in accordance with English Law and the Hirer hereby submits to the jurisdiction of the English Courts.

NAME OF HIRER:		ROOM/FACILITY HIRED:	
DAY OF HIRING:		TIME OF HIRING:	

AGREEMENT & DECLARATION

"I hereby certify that I have read and understood the Conditions of Hire relating to the hire of facilities of Carlisle Youth Zone. I also undertake to advise Carlisle Youth Zone should there be any alterations to the information supplied. I declare that the information I have supplied is correct to the best of my knowledge. I have read and hereby agree to be bound by the Carlisle Youth Zone Terms & Conditions of Hire."

Signed:		Date:	
----------------	--	--------------	--

This form must be signed by the hirer for Carlisle Youth Zone to consider your application. Please note that if the Carlisle Youth Zone accepts your application, it then becomes the contract between you and Carlisle Youth Zone. It is advisable that you keep a copy of this form for your records.