

Terms and Conditions for Leisure Lettings

1. These terms and conditions apply to the lettings of all premises and grounds maintained by Liberty Leisure Limited. Examples of such activities include but are not limited to: block bookings, parties, events, one-off advanced bookings made more than 7 days in advance of the letting, and such activities and facilities as Liberty Leisure Ltd may provide from time to time at its absolute discretion.
2. All enquiries for facility hire should be made via: <https://www.lleisure.co.uk/make-an-enquiry/>.
3. If the enquiry is successful, a Facility Hire Application Form will be provided. The Hirer (you) must complete and sign the application form and may not assign or sub-let the premises or grounds hired.
4. The hours between the start and end of the hire period includes preparation time and not solely the duration of the activity.
5. Six or twelve-month affiliation periods are required to make a block booking. Affiliation is necessary when making block bookings (more than two sessions).
6. Applications for lettings may be made to cover a maximum period of one year.
7. All lettings must be approved in writing by Liberty Leisure Limited which retains authority to make the final decision on the approval or cancellation of any letting.
8. Payment for birthday parties, events and one-off bookings must be made in advance. Confirmation of birthday parties, events and one-off bookings will only be provided upon receipt of the full payment of the hire charges.
9. Confirmation of block bookings will be made in writing upon receipt of the Facility Hire Application Form. Payment terms for block bookings are strictly 28 days prior to the letting date. Bookings will be refused entry if payment has not been made within this period.
10. Liberty Leisure Limited reserves the right to impose special conditions at any time and at its absolute discretion in respect of any letting in order to protect its employees or property.

11. Should the Hirer request a change to the booking, charges will be made at the rates which will be determined by Liberty Leisure Limited. In cases where the incorrect charge has been quoted, Liberty Leisure Limited reserves the right to charge the correct rate, although the Hirer may consider the letting cancelled.
12. The Hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
13. Use of the premises and all equipment, facilities and amenities thereof is permitted entirely at the Hirer's own risk, and Liberty Leisure Limited shall not be liable for any personal injury to any individual, or for the consequential loss, other than as a result of the defective condition of the facility or its equipment or the negligence of the company, its agents, officers or servants. Lack of adequate supervision of the use of any facility shall not be deemed to constitute negligence unless such supervision has been expressly arranged with the Manager. The Hirer hereby indemnifies Liberty Leisure Limited against the aforementioned losses or damages.
14. The Hirer is required to pay Liberty Leisure Limited 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 Liberty Leisure Limited for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
15. No additional equipment or furniture shall be brought onto the premises without the prior consent of the Manager, nor may the premises, equipment or fittings be tampered with in any way. No furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of Liberty Leisure Limited. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements with the consent of the Manager, which require no permanent fixings which would damage or disfigure any part of the premises. Chalk, resin or polishing materials may not be used on floors.
16. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor are any specialist equipment such as public address systems to be installed by the Hirer, except with the express approval of Liberty Leisure Limited.
17. Specialist rooms and equipment (including gymnastic & trampoline equipment, staging, public address systems, etc.) are not included in the letting arrangements, unless specifically requested in the application form and approved by Liberty Leisure Limited. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

18. Liberty Leisure Limited may cancel any letting at any time. Either the fee paid will be refunded or an alternative date offered, except in cases of misconduct. Where facilities booked by the Hirer prove not to be available during letting, Liberty Leisure Limited 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. Liberty Leisure Limited's decision shall be final in respect of any refund made.
19. The Manager may refuse the admission of any person without giving any reasons for doing so, may require any person to leave the centre, and may withdraw the use of the facilities if at any time, in their opinion, they are unfit for use.
20. The Hirer will indemnify Liberty Leisure Limited and their employees from and against all actions, costs, claims and demands which may at any time be made against them in respect of injury or loss to any person during the hiring otherwise than by neglect of the company and their employees.
21. It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effected by Liberty Leisure Limited does not extend to a Hirer's liabilities.
22. The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing, viewing, streaming 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 Liberty Leisure Limited.
23. 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.
24. 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. Liberty Leisure Limited, through its Safeguarding Policies, is committed to provide a safe and healthy environment for its employees and the users of its facilities. Anyone hiring or using the facilities are therefore expected to use those facilities for their proper purpose and ensure that all possible steps are taken to protect children and vulnerable adults involved in their activities from abuse. Where a Hirer or anyone using the facilities under this agreement believes that abuse of a child or vulnerable adult is occurring, the Manager of the facility should be contacted immediately. Where an employee of Liberty Leisure Limited believes that a Hirer or user of the facility under this agreement is causing abuse to a child or vulnerable adult, the company policies will be followed.

25. The Hirer Shall:

- Comply with all reasonable instructions and requests of Liberty Leisure Limited.
- Carry out and observe all instructions of Liberty Leisure Limited relating to the use of the facilities and conduct therein which may from time to time be displayed on the premises.
- Ensure that the part of the premises and any equipment used is left in a tidy and orderly condition by the end of the period of use.
- Refrain from any conduct which is unseemly or inappropriate or which might cause annoyance or danger to other customers.
- Indemnify Liberty Leisure Limited against all claims, demands, actions and proceedings in respect of any infringement of copyright of any unauthorised performance or use of recording equipment or contrivance at the Centre by themselves or his agents.
- Ensure that any regulations made by the Manager / Liberty Leisure Limited for the safety or convenience of those using facilities will be strictly observed.
- Pay an excess charge equivalent to twice the hourly booking fee if the event proceeds beyond its time allocation.

26. Without the Prior Permission of the Manager the Hirer shall not:

- Bring any food or drink or any dangerous or obnoxious substance into the centre.
- Bring dogs, or other animals except Guide / Assistance Dogs, onto the premises.
- Sell or supply to other individuals any goods of any description whatsoever.
- Put up any notices or decorations (external or internal).
- Take unauthorised photographic images.
- Undertake fly posting of any event within the borough of Broxtowe.

27. Failure by the Hirer to comply with any or all of the foregoing terms and conditions where applicable, whether intentionally or not, may be deemed by Liberty Leisure Limited to be just cause for the immediate cancellation of any letting or series of lettings.

28. **Cancellation / Refund / Transfer - Terms and Conditions:**

- Block bookings, birthday parties, events and one-off bookings are subject to 30 days' notice of cancellation by contacting the respective facility. A refund will be provided.
- As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you are entitled to cancel your block booking, birthday party, event or one-off booking within a 14 day cooling off period. Where the facility has not been used during the first 14 days, Liberty Leisure Limited will refund in full all monies received. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, deductions equivalent to our standard charges will be made to cover any usage within the 14-day period. In no other circumstances will fees be refunded.

29. Data Protection

Any personal information obtained from you is for the purpose of administering your booking, seeking feedback or providing information on products or services you have requested from us. The collection and retention of any such information shall be in accordance with any relevant data protection legislation from time to time and in accordance with Liberty Leisure Limited's data protection policy. For further information about how we use and share data please visit <https://www.lleisure.co.uk/privacy-notice/>

These Terms and Conditions are subject to review at any time and at the absolute discretion of Liberty Leisure Limited. Last updated September 2023.