

BYRNE AVENUE BATHS TERMS AND CONDITIONS OF HIRE (SPORTS HALL)

("Hirer" - Person/Organisation hiring the room)

Byrne Avenue Baths is managed and operated by Byrne Avenue Trust (charity no. 1172104). This document is to be read in conjunction with the Booking Form completed.

This agreement grants the hirer a licence to use the room on the dates and times booked, subject to the following conditions:

1. A deposit (or entire hire fee if less than 7 days prior to date of hire) is payable at the time of booking. Any balance due is payable in line with the details on the Booking Form. In addition to the hire fee, a damage deposit may be requested entirely at the discretion of Byrne Avenue Baths. Hire fees must be paid in full before hire commences. Byrne Avenue Trust will not be held responsible for any losses or expenses incurred by the Hirer for failure to fulfill payment prior to hire. Under no circumstances will hire be permitted without payment of agreed fees in advance of hire date.
2. The Hirer may only use the premises for the purposes declared and agreed with Byrne Avenue Trust.
3. The room must be vacated by the agreed end of hire time. Byrne Avenue Trust reserves the right to charge additional fees for every 15 minutes or part thereof if the room is not vacated on time.
4. The room must be left clean and tidy. All rubbish must be removed and disposed of appropriately by the Hirer. Byrne Avenue Trust reserves the right to add additional charges if the room isn't left in an acceptable state.
5. All accidents, incidents and damage must be reported to a Byrne Avenue Baths staff member immediately.
6. Hirers are required to familiarize themselves with the fire evacuation procedures prior to their event and to follow these procedures in the event of fire or the sounding of the fire alarm.
7. **Cancellation Policy.** If a Hirer wishes to **cancel the booking** or vary the period for which the sports hall has been booked, notification must reach a Manager of Byrne Avenue Baths **at least 24 hours prior** to the date of the event, by phone call or email only. Any deposit paid will not be refundable. Where a cancellation is made with less than 24 hours notice, full payment will remain due.
8. For block bookings the hirer is liable for payment for each session during the block booking period, regardless of whether they attend or not.
9. Byrne Avenue Trust employees must be allowed to enter the Sports Hall at any reasonable time during the hire to ensure proper use of the premises including compliance with any licensing, Police and Fire requirements and/or regulations.
10. Appropriate footwear must be worn at all times and by all personnel using the Sports Hall for sport related activities (no astro turf shoes or football boots). The eating and drinking of foodstuffs in the Sports Hall is prohibited during sport related activities.
11. Byrne Avenue Baths gives no warranty that the rooms made available to the hirer are legally or physically fit for the hirer's purposes. Users are encouraged to check the room before use and should bring any concerns to the attention of Byrne Avenue staff.
12. No smoking will be permitted anywhere on the premises or grounds (except in the designated smoking areas).
13. Alcohol purchased away from Byrne Avenue Baths may not be brought onto nor consumed within the premises or the grounds.
14. No open fires, candles or unauthorised electrical equipment may be used on the premises without permission on every occasion.
15. No ballroom or floor polish may be used on floors without specific permission. Byrne Avenue Trust reserves the right to charge an additional fee to have the floor professionally cleaned to remove said products.
16. The Hirer must ensure:
 - No fire equipment is moved or tampered with, except in an emergency.
 - All emergency exits remain clear with unhampered access.
 - Arrangements are made for orderly parking of cars and with consideration to our neighbours.
 - Any equipment belonging to the Hirer, or to a third party engaged by the Hirer, must be removed by the end of the hire period. Byrne Avenue Trust reserves the right to charge additional fees for every 15 minutes or part thereof if the room is not cleared on time.
 - No indecent or criminal activity is permitted.

- Groups working with children, young people or vulnerable adults must provide written evidence that staff and volunteers working within their team are known to be suitable persons. Evidence of DBS checks may be requested.
- Noise levels must be contained to a reasonable level at all times and noise from the Hirer's event must not be audible in any neighbouring properties.

17. The Hirer will be personally liable for all damages caused to the Baths' property as a result of the hire and thereby agrees to indemnify Byrne Avenue Trust for any losses Byrne Avenue Baths incurs as a consequence of the room hire.
18. Byrne Avenue Trust does not accept any liability for damage to the Hirer's property howsoever caused and the Hirer must ensure adequate public liability insurance cover is in place for the particular organisation/event. Byrne Avenue Trust does not maintain a policy of insurance that covers Third Parties and the Hirer and their guests. The Hirer must maintain at all times such policies of insurance with reputable insurers which shall fully insure and indemnify the Hirer against any liability, loss, claim or proceedings whatsoever to any person arising under any statute or common law or this agreement in respect of personal injury or damage to property (including the premises Byrne Avenue Baths and its contents) which occurs as a consequence of the hirer's use of the rooms made available to the hirer under this agreement. The Hirer hereby agrees to indemnify Byrne Avenue Trust without limitation against all liabilities to other persons (including the servants and agents of Byrne Avenue Trust or the Hirer for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Hirer or his employees, servants or agents and against all actions, costs, claims, charges and expenses that may be incurred by Byrne Avenue Trust by the acts or omissions of such persons. For the avoidance of doubt, the hirer's indemnity under this clause shall not extend to the liability of Byrne Avenue Trust for personal injuries caused to any person by its negligence.
19. The Hirer acknowledges that their group are only permitted to use the Sports Hall and any communal areas and shall ensure that all members of the group attending are made aware of and abide by this restriction.
20. Byrne Avenue Trust reserves the absolute right to cancel a booking at any time should the facilities be required by the trust. In these circumstances any deposit or fee will be returned to the Hirer. Byrne Avenue Trusts liability in such an event will be limited to the amount of the deposit or the fee.
21. Byrne Avenue Trust reserves the absolute right to refuse any application for hire without specifying a reason.
22. Byrne Avenue Trust reserves the absolute right to cancel a booking at any time without specifying a reason.
23. Save for liability in respect of personal injury or death, Byrne Avenue Baths' maximum liability to the Hirer for breach of contract, negligence or any other cause of action, is hereby limited to the hire fee paid by the Hirer.
24. Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not affect any right or remedy of a third party which exists or is available apart from that Act.
25. Should the Hirer fail to comply with any of the above conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the premises Byrne Avenue Trust is entitled to terminate the licence forthwith and the Hirer and any guests will be required to vacate the premises. The decision of Byrne Avenue Trust will be final and binding and Byrne Avenue Trust will in no way be liable to the Hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.
26. For the avoidance of doubt this agreement does not grant any tenancy to the hirer of the room who shall have only licence to use it at the date and times agreed. The hirer shall not purport to sublet the premises or any part thereof.
27. All persons must comply with directions of Byrne Avenue staff if asked to moderate noise or activity and may be asked to leave if behaviour risks compromising the safety or comfort of others.