

**Duleek Bellewstown & District Community Facility CLG
Terms & Conditions of Hire**

This agreement is made between: (HIRER) & Duleek Bellewstown & District Community Facility CLG

PLEASE NOTE: THESE PREMISES ARE MONITORED BY CCTV

Booking categories definitions are as follows:

Voluntary	(No charge/fee/donation for group members) An application form for voluntary rate must be completed separately. Evidence of Voluntary entity must be provided e.g., copy of AGM minutes, copy of registration documents, copy of groups constitution etc.
Community	(Small sub/club/donation fee for group members and all proceeds used for group) Evidence of Community entity must be provided e.g., copy of AGM minutes, copy of registration documents, copy of groups constitution etc.
Social Enterprise	(Tuition fees / Payment to tutor) Providing a valuable service which benefits the local Community.
Corporate	(Business/ Commercial Hire)

1. APPLICATION AND PAYMENT

- a. An application for hire JotForm / Booking Form for the appropriate area/s must be completed in full and submitted.
- b. Please note the completion of the online JotForm / Booking Form is not a confirmation of your booking. Once your JotForm is submitted it will be reviewed and you will receive confirmation of your booking
- c. Please note all bookings are hourly. Your booking time must include warm up, set up and pack up.
- d. The Hirer must pay the booking fee in full to confirm the booking once availability of the venue has been advised.
- e. No cancellations, refunds or changes are permitted after booking payment has been processed.
- f. It is the Hirer's responsibility to ensure that all bookings start and finish on time. If the Facility is used longer than the booked hire period, the Hirer will be required to pay an additional fee calculated on a pro rata basis for the additional time used.
- g. Actual cleaning costs will also be charged for bookings where the size or makeup of the spectator crowd requires the engagement of an event cleaner.
- h. The Board of Directors of DBCF CLG will assess all applications and respond to them in writing. All bookings are subject to approval by the Board and this decision in respect of same is final.
- i. Payment is by bank transfer or cheque payable to Duleek Bellewstown & District Community Facility CLG.
- j. If agreed payment arrangements are not honoured, bookings will be terminated immediately. Non-payment of rent will render this agreement null and void and will result in loss of access to the facility.
- k. Duleek Bellewstown & District Community Facility CLG take the protection of the data that they hold about you as a client seriously and will do everything possible to ensure that data is collected, stored, processed, maintained, and retained in accordance with data protection legislation/regulations. Personal data pursuant to the booking form will be held as long as it is necessary to fulfill booking requirements.

2. HIRER'S RESPONSIBILITIES

The Hirer is responsible for:

- a. Organising and running the activity conducted during the booked period in consultation with the Facility.
- b. Please note it is a condition of hire that the cost for any damage / repair occurring to this equipment will be billed back to the hirer.
- c. Please ensure all equipment is returned to its original position before the end of your session.
- d. Leaving the Facility, including playing areas, changing rooms, toilets, and showers, in a reasonably clean state. If the Facility is left in a state that requires extensive cleaning, the Hirer will be liable to pay any additional cleaning fee.
- e. Making sure all participants and officials are appropriately attired, especially with regard to footwear. Non-marking footwear only is allowed on all sports floors.
- f. Arranging appropriate first aid services for competitors and all other persons involved in, or associated with, the booked activity.
- g. Reporting any accident or injury occurring at the Facility during the period of hire. The Hirer undertakes to inform Duleek Bellewstown & District Community Facility CLG immediately of any incident and to cooperate with staff in completing any documentation required.
- h. Supervision and control of participants and officials and restriction of spectators to designated areas.
- i. Making sure its employees, agents, contractors and invitees comply with all directions or instructions from the Facility.
- j. Ensuring the Facility is not used for any activity other than that specified on the Booking Application Form.
- k. Notifying Duleek Bellewstown & District Community Facility CLG within 14 days of the date of the relevant invoice / statement if you disagree with any of the details.
- l. The hirer will ensure that a competent, qualified adult is in attendance to supervise the proper and safe usage of the center by members of their group.
- m. The person responsible for supervising the group must, on entering the building, sign in the group on the desk diary at the reception.
- n. Duleek Bellewstown & District Community Facility CLG operates a strict footwear policy in order to protect the floors. Users must provide suitable floor covering where appropriate.
- o. Users accept that there may be other groups using the Centre offering the same activity as them, possibly on the same day.
- p. Users must vacate the hall/rooms promptly at the end of their allotted time to facilitate others.
- q. Duleek Bellewstown & District Community Facility CLG does not accept responsibility for any equipment lost, stolen, or left on the premises. It must be noted that user groups must not leave equipment on the premises without prior permission.
- r. The Board of Directors reserves the right to review, change or cancel a booking with prior notice in writing.
- s. Users are advised not to do any promotion or advertising until they have received written confirmation of their booking from DBCF CLG.

- t. Users must satisfy themselves that the room is suitable for the use intended.
- u. The hirer will ensure that all child protection regulations/guidelines are complied with including, where applicable, the provision of a Child Safeguarding Statement.

3. CANCELLATION

- a. The Board of Management may close the Facility at any time at his/her absolute discretion, and will not be responsible for any loss or damage, direct or indirect, that may be incurred by the Hirer as a result of any such closure.
- b. The Board of Management may at any time at his/her absolute discretion cancel a booking in the event of any breach of these Conditions of Hire by the Hirer, its employees, agents, contractors or invitees. In such circumstances the Hirer will not be entitled to a refund of the booking charge or any part thereof and neither
- c. Duleek Bellewstown & District Community Facility CLG will not be responsible for any loss or damage, direct or indirect that may be incurred by the Hirer as a result of any such cancellation.
- d. In the event of a closure of the Facility or cancellation of a booking as a consequence of a breach of the Conditions of Hire by the Hirer, the Hirer will be responsible for payment to Duleek Bellewstown & District Community Facility CLG of all expenses incurred by Duleek Bellewstown & District Community Facility CLG Ltd as a consequence of such closure or cancellation.
- e. Booking deposits are non-refundable.
- f. It is Duleek Bellewstown & District Community Facility CLG policy to give priority to Hirers wishing to facilitate voluntary / community events.
- g. Duleek Bellewstown & District Community Facility CLG reserves the right to cancel any booking made in accordance with these Conditions of Hire, at any time, due to the Facility being required for a major event. Every effort will be made to limit the impact of any cancellations. In this event any booking fee paid by the Hirer will be refunded.
- h. The facilities may be unavailable from time to time, for example for facility related activities, events, school use or large maintenance projects groups will not be charged for any time not available to them as a result of such arrangements. Where already paid for, the value of the time lost will be deducted from the next payment due.
- i. Duleek Bellewstown & District Community Facility CLG reserves the right to review, change or cancel a booking with prior notice in writing.
- j. The user is required to give a minimum of 48 hours notice to cancel a booking. Failure to do so will result in the users been charged.

4. ADMISSION

- a. The DBCF CLG may, at his/her absolute discretion refuse admission to the Facility to any person.
- b. The Hirer shall not permit any person to enter the Facility to whom admission has been refused.
- c. The DBCF CLG may at his/her absolute discretion direct any person to leave the Facility.
- d. The DBCF CLG shall at all times be entitled to free and unrestricted access to any part of the Facility.

5. HEALTH & SAFETY

All Hirers must ensure that their groups observe:

- a. Safety notices
- b. Participation in fire drills
- c. Any guidelines for ensuring safety provided by the Facilities Health & Safety File.

6. PARKING

- a. The Hirer, its employees, agents, contractors, or invitees shall comply with all parking regulations and the directions of staff in the parking areas controlled by DBCF CLG
- b. The Hirer shall be responsible for notifying its employees, agents, contractors, participants and invitees of the parking available within Duleek Bellewstown & District Community Facility CLG and all associated regulations and restrictions.

7. ANIMALS

No animal, except for an assistance / seeing dog accompanying a visually impaired person, shall be admitted inside any building unless the written consent of the Board is first obtained.

8. DAMAGE

The Hirer shall pay Duleek Bellewstown & District Community Facility CLG all costs incurred for repairing any damage to the Facility or any part thereof arising out of its use by the Hirer, its employees, agents, contractors, participants or invitees.

9. WARRANTY

Duleek Bellewstown & District Community Facility CLG shall not accept any responsibility or liability for any fault or failure of the lighting, electrical, heating, scoreboard, video screen or public address systems or any consequential loss arising from any such fault or failure. The Hirer acknowledges and agrees that it is the sole responsibility of the Hirer to establish to its own satisfaction the suitability of all such plant and equipment for the use and purpose intended by the Hirer.

10. USE OF THE FACILITY

- a. All Hirers should ensure that their groups understand and observe the user policy
- b. The Hirer shall not sub-let all or any part of the Facility.
- c. The Hirer shall not bring any alcoholic beverages, or allow any participants or spectators to bring alcoholic beverages into the Facility or the immediate vicinity of the Facility.
- d. No fixture, fittings or furnishings in the Facility may be altered, moved or removed without the prior consent of the Board and in accordance with any conditions notified by the Board.
- e. No advertisements may be displayed on, in or in the vicinity of the Facility without the prior consent of the Board and in accordance with any conditions notified by the Board.
- f. No marquee, hut, stall or similar structure shall be erected within the area surrounding the Facility without the prior consent of the Board.
- g. No selling, or disposing of any item in the Facility shall take place without prior approval from the Board of Directors.
- h. The Hirer shall not offer or expose for sale any refreshments or any other goods or services in or in the vicinity of the Facility.

- i. A number of activities can be held in the venue at one time. Clients are advised that the noise from these activities may be distracting.
- j. Manual scoring equipment is not provided by the venue (i.e. volleyball and table tennis flipper scoreboards).
- k. Smoking in the Campus is strictly prohibited.
- l. No person shall be admitted to the facility unless given access by a member of staff at reception.
- m. All Hirers should ensure that they keep an attendance list of all individual participating in their activity and this should be made available to the fire officer in the event of an emergency / fire evacuation

11. INSURANCE

- a. All groups using the facilities must provide their own insurance.
- b. A copy must be made available to Duleek Bellewstown & District Community Facility CLG before any agreement of use is approved
- c. Duleek Bellwestown & District Community Facility CLG must be indemnified on your insurance policy
- d. Each Hirer must have a Public Liability policy in place with a minimum value of €6.5million

12. DEFINITIONS

- Hirer: The person and organisation described on the booking application form
- Activity: The booking details contained on the application form
- Facility: The venue that the booking is at Duleek Bellewstown & District Community Facility CLG
- Board: The Board of Management or person authorised by Duleek Bellewstown & District Community Facility CLG

I have read and understand the above conditions of hire and understand that any breach of the above conditions will render this agreement null and void:

Signed: _____

Date: _____