

Plymouth Active Leisure Ltd - Conditions of Hire

Plymouth Active Leisure Limited manages the facilities covered by this application, here in after referred to as "PAL".

Definitions

"The Hirer" shall mean the person making the application or where a promotive organisation or sports club is named, that organisation shall also be considered the Hirer.

"The Management" shall mean any duly authorised member of staff at the Centre.

"The Centre" shall mean the Plymouth Active leisure facility in its entirety.

Applications

All applications for hire must be made in writing on the official booking request form. The person making the application will be deemed to be the responsible Hirer. Where a promotive organisation is named, that organisation shall also be considered the Hirer and shall be jointly liable there on with the person who signs the form. The application only becomes a booking when the Centre confirms it in writing. The Management reserves the right to refuse any booking at its discretion.

Charges

Charges for the use of the facilities shall be laid down by the Centre, who reserves the right to vary the same without notice between expiry and renewal of contracts. Some hirings may be subject to VAT.

All charges should be paid within 14 days of receipt of the Centre's invoice to the Hirer, this is a 'Condition of Use'.

Cancellations & Adjustments

By the Hirer - The Hirer may cancel their booking no later than one calendar month prior to the period of hire, in which event no hire charge shall be payable in whatever circumstances. For example, any cancellation or alterations for March need to be made before the end of January. Please note: ALL cancellations must be made in writing.

By the Management – The Management reserves the right to close, limit, withdraw or prohibit the use of any of the facilities as its absolute discretion. The Centre will not be liable for any loss of expenditure incurred arising from the exercise of this discretion, or from the cancellation of any bookings by the management. But in the event of such a cancellation for any reason being within the control of the Centre, any charges already paid will be refunded.

Admission

The Management reserves the right at its absolute discretion to refuse admission to, or evict any person from the Centre. Admission by complimentary tickets, except those issued by the Centre, are not permitted without prior approval by the Management.

Setting Up and Breaking Down Times

Setup and breakdown times are to be included within your confirmed booking. If any hiring requires special preparation such as the erection of staging or the arrangement of seating, this must be requested at the time of booking and incorporated into your allocated booking times.

Additional Requirements

The Hirer must obtain prior permission from the Management, in advance of their booking, if they wish to provide any additional activities e.g. smoke machine, inflatables or bring in any external services e.g. temporary bar.

The Hirer will be solely responsible for ensuring that any external company or individual engaged provides:

- Appropriate risk assessments
- Valid insurance documentation
- A valid DBS check
- Any necessary qualifications or licences required for their activity

All electrical equipment brought in by the Hirer or external providers must be PAT-tested in advance to ensure that is electrically safe. Proof of testing may be requested. The hirer is also responsible for ensuring the external provider leaves the area clean, tidy and free from damage. Any costs associated with damage or excessive cleaning will be charged to the Hirer.

Right to Re-allocate

If, in the opinion of the Management, the Hirer is not making full use of the facility, the Management reserves the right to re-allocate.

User's Regulations

The Hirer is responsible for ensuring that all persons and parties admitted to the Centre for the purposes of the hire conform to all user's regulations in force at the Centre and behave with reasonable regard to their safety. Failure to comply may lead to the termination of the Hirer's booking.

Indemnity Against Claims and Insurance

a) The use of the Centre and any parts thereof is entirely at the risk of the Hirer and neither the Centre nor any employee shall be liable (either by statute, common law, equity or otherwise) for any loss or damage (whether direct, indirect or consequential), for any loss or damage to any property (which shall include any property, motor vehicle, money or papers) howsoever caused, suffered or sustained in or upon the Centre (which shall include the car parks and grounds) with the exception of the negligence, default, willful act, omission or otherwise of the Council, its servants and agents, and all persons in or upon the Centre. (SAVE AND EXCEPT for liability imposed by the Defective Premises Act 1972) – nor for any loss due to any breakdown of machinery, failure of electricity supply, leakage of water, Government restriction or act of god which may cause the Centre to be temporarily closed or the hiring to be interrupted or cancelled.

The Hirer shall indemnify the Council against any claim, which may arise out of the hiring in respect of any such loss, damage, injury or proceedings as a result thereof.

The Hirer shall be required by the Centre to adequately insure with an insurance company against the foregoing and produce evidence thereof on demand.

b) The Hirer is hereby required to insure against third party and public liability claims, and to provide evidence of such insurance prior to the commencement of the hire period. The insurance so effected shall be for the minimum sum of £5,000,000 (five million pounds).

Structural Alterations

The Hirer shall not carry out any structural or other alterations to the fabric of the building, nor shall they fix or make fixings for any apparatus, equipment or decoration within the Centre without prior permission of the Management.

Damage

Nothing shall be driven into, fixed or fastened to any part of the Centre; the furniture or fittings and the Hirer shall take every precaution to avoid damage to the same. The Hirer shall pay to the Centre on demand the cost of repairing or making good any consequential loss or damage arising out of the hiring or for the loss of any equipment included in the hiring.

Capacity

The maximum number of people admitted to any booking activity or event in the Centre shall be based on the facility area(s) being hired, the Fire Regulations, risk assessments and operating procedures in place, and will be at the absolute discretion of the Management.

Large Events

Any event expecting more than 200 attendees must cooperate with PAL to ensure public safety and compliance with the Terrorism (Protection of Premises) Act 2025, also known as Martyn's Law.

User not Transferable

The right to use the facilities or equipment hired is not transferable, and the facilities hired shall not be used for any purpose or time other than that specified.

The Management and Access by the Management

The Management/other authorised staff, Police and Fire Brigade officers shall at all times during the hiring have free access and egress to and from all parts of the Centre. The Hirer, their servants and agents shall during the hiring and during other such times as they or any of them shall be in the Centre for the purposes of the hiring comply with all reasonable requirements of the Management.

Supervision

The Hirer will be responsible for ensuring that all persons and parties involved are appropriately supervised. All children using the Centre must be under adult supervision at all times.

Safeguarding

Any sports clubs hiring the facilities, must ensure that their coaches, instructors and volunteers are appropriately qualified and DBS checked. They must also have appropriate safeguarding policies and procedures in place, with a designated Welfare Officer or Safeguarding Lead.

Equipment

Charges for the hiring of the Centre are inclusive of equipment, which the Centre has on site. Charges for any additional equipment which is required, will be by negotiation between the Management and the Hirer.

The Hirer must seek prior approval from the Management if they intend to bring in any additional equipment. If granted the Hirer will be responsible for ensuring that any additional equipment supplied is fit for purpose/ use, complies with the relevant NGB regulations and is used in accordance with any manufacturer's guidance.

No equipment or harmful/flammable substances shall be brought onto site without prior permission of the Management.

No gas canisters or open flame are permitted on site.

Health and Safety, including Emergency Procedures

The Hirer will be responsible for ensuring the safe management of their booking activity or event, including coaches, participants, spectators and volunteers. The Hirer will also be responsible for having appropriate risk assessments in place.

Fire exits must not be obstructed.

Should the fire alarm sound, everyone must leave the Centre immediately by the nearest available exit and meet at the designated assembly point whilst complying with any direction/instructions from PAL staff.

PAL reserves the right to stop any activity or event at any time if deemed unsafe, inappropriate or non-compliant with company policies.

Music Licenses

The Hirer shall be responsible for obtaining the necessary licenses required to play music during their booking or event, they will not be covered under the Centre's PRS and PPL license.

Catering

The Hirer may provide their own food and refreshments with written approval from the Management. The Hirer must ensure that they comply with all food safety standards and register as a food business if relevant. The centre accepts no responsibility for food brought onto the premises by the Hirer and may require the Hirer to complete an External Food Disclaimer Form.

Display of Posters and Advertising

No flags, emblems, decorations, banners, posters or other promotional materials and advertisements shall be displayed inside or outside the Centre without prior consent of the Management.

Litter

Sufficient litter bins are provided within the Centre and customers are expected to deposit litter in those bins. Any person found depositing anywhere other than the bins, will be asked to leave the Centre if they refuse to pick it up. Extra bins will be provided for larger events.

Smoking (including e-cigarettes and vaping)

The Centre is a non-smoking building and Hirer will be responsible for ensuring that all persons and parties involved with their booking adhere to this.

First Aid

The Hirer will be responsible for ensuring adequate first aid is in place for any booking or event.

Incidents and Accidents

The Hirer must inform a Duty Manager at the earliest opportunity of any incidents or accidents that have taken place within the Centre.

Collections and Raffles

No collections, games of chance, sweepstakes, sales of programmes, raffles or lotteries, auction sales or car boot sales may be conducted at the Centre without prior consent of the Management.

Broadcasting

No Hirer shall grant sound or television broadcasting or filming rights without prior consent of the Management. If such consent is given, the Management reserves the right to be party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived therefrom.

Photographs and Filming

No cameras or other photographic apparatus may be used in the Centre without prior knowledge and permission from the Management.