

ACTIVE WIRRAL

STRONGER HEALTHIER HAPPIER

Conditions of Hire

Wirral Councils commitment to hire its facilities responsibly to safeguard and promote the welfare of **users**.

Wirral Council is committed to safeguarding and promoting the welfare of **children** and **adults at risk** and expects all those clubs, societies and hiring these facilities share this commitment.

1. Seasonal/Block Bookings

1.1 Applications must be made on the official booking form request a copy from Leisureblockbookings@wirral.gov.uk

If you do not have access to email or website, please arrange to collect a copy from reception.

1.2 A *Seasonal/Block booking* is a series consisting of 10 or more sessions, each of those sessions is for the same sport or activity. Priority will be given to bookings requiring the full season. Less than 10 sessions, payment will be required in full for all sessions at the time of booking.

1.3 Each session is in the same place (meaning the same premises or sports ground) the interval between each session is at least one day but not more than 14 days.

1.4 Booking periods.

1.4.1 Summer Block Bookings run from 1st April to 31st August Applications open 1st February*

1.4.2 Winter Block Booking run from 1st September to 31st March Applications open 1st July*

1.4.3 Annual Booking year-round from 1st April to 31st March Applications open 1st February*

1.4.4 Term time will run from 1 September to 31 July – Applications open 1st July*

1.4.5 Annual and Term time applications may incur a price increase from 1st April subject to Council scale of charge changes.

1.5 Applications will be accepted for 1 month from the opening date. Applications received after this will be processed subject to availability. (*Existing customers)

1.6 New applications will be taken from the 14th of the month.

1.7 Priority will be given to existing bookings wishing to renew their booking, they will have 14 days to complete the application, make agreed payment and provide any documentation requested by the administrator. Failure to meet this timeframe will result in the booking being removed and the application adding to the waiting list.

1.8 The Application becomes a booking when confirmed by the Centre Administrator and upon receipt of an email of acceptance by the hirer with the agreed advance payment/documentation.

1.9 Payment for the agreed charges for the hire must be made in **ADVANCE** no later than **8 days** before the start of the hire session.

1.10 Invoice payment must be made monthly/quarterly in **ADVANCE**.

1.11 Payment for bookings can be made directly with Reception where your activity/Event is booked or by calling the Leisure Call Centre on 0151 606 2010.

1.12 In-house schools maintained by the Council may arrange payment by means of a budget transfer; payment must be made in full two weeks prior to the start of any course or session. You will be required to provide your full Council Code at the time of booking.

1.13 If you require a Sundry Debtor invoice, please provide your full name and full school address once invoiced payment must be received within 28 days.

1.14 The Hirer shall be the person named on the application form and shall be solely responsible for compliance with all conditions and regulations set out below.

1.15 There **is a written contractual agreement between both parties that all sessions will be paid for.**

1.16 Any cancelled sessions will be charged at 100% of the fee due when cancelled within a calendar month. **Cancellations cannot be made before the booking has started.**

1.17 Cancellations will not be refunded.

1.18 If you decide you no longer wish to have your seasonal booking part way through, you will have completed the minimum of 10 weeks you will be required to give 4 weeks written notice of the termination of the agreement.

1.19 In exceptional circumstances you may apply to the facilities Manager **in writing** by sending an email to leisureblockbookings@wirral.gov.uk using the subject line Cancellation request of Leisure Block Booking and state your circumstances.

1.20 Failure to comply may result in cancellation of the agreement and booking.

1.21 **Floodlights** will be charged for from 1st October for those activities requiring floodlights.

1.22 The hirer has use of **an** allocated area/facility specified and suitable for the activity requested, specific courts or pitches cannot be guaranteed allocation will be subject to availability on the day.

1.23 Any equipment required for the booking activity will be set up within the hirers time.

2. Safeguarding

2.0 Those wishing to deliver activity/session/coaching to **juniors or adults at risk** must complete our Safeguarding of Juniors and Adults at risk form.

2.1 Safeguarding checks will be made as part of the application process to ensure that the hiring organisation and individuals delivering on council premises are suitable for the role that they are delivering and that appropriate pre-*employment* checks have been undertaken.

2.2 Clubs, Groups and Organisations wishing to hire Leisure Facilities will need to demonstrate they have the sufficient insurance for the period of hire and will be asked to provide documentation to satisfy the application process.

2.3 No hiring will be accepted as a hiring Club unless it is made by the Club Secretary, or such other Club official

2.4 It is the responsibility of the hirer to ensure any third parties subcontracted by the hirer used in their events/bookings adhere to the same safeguarding criteria as the hirer. The hirer must ensure that public liability insurance is in place and that the subcontracted staff are enhanced DBS checked. Wirral Leisure will **not** assume any liability.

2.5 Wirral Borough Council are committed to supporting you with this process, for more information, visit the 'what to look for in a sports club' section of the Child Protection in Sport Unit website. <https://thecpsu.org.uk>

2.6 If you need further help, please email Leisureblockbookings@wirral.gov.uk where you will be directed to a member of the Sports Development unit to assist you.

3. Payment and Cancellation

3.1 The Council reserve the right to amend fees and charges liable at any time.

3.2 Payment for the agreed charges for the hire for an event or one-off booking must be made no later than **14 days ADVANCE** as agreed.

3.3 Additional charges and deposits may be applied if the hirer has requested any special provision beyond the standard resources held by the premises.

3.4 The council may cancel bookings at any time without payment of compensation. All charges will be refunded.

3.5 In the event of weather conditions at the time of the hire being un-suitable for the use of pitches/outdoor playing areas. The council have the right to refuse permission for such use and return the hiring fee.

3.6 Hire for commercial purposes or generation of income by individuals or organisations (other than for charity fund raising) will be charged an additional 15%.

3.7 Cancellation of a **single booking** or event by the hirer must be made by emailing Leisureblockbookings@wirral.gov.uk no **later than 14 days** prior to the commencement of the event/booking. Any expenses for special provisions incurred by the premises in connection with the booking will not be refunded, however hire costs will be credited to another session.

4. Emergency and Safety

4.1 Hirers must comply with all instructions given or requirements made by the councils' representatives in connection with the hiring, hirers, are responsible in the event of an emergency evacuation for accounting to the emergency services for all persons attending their function. Hirers should contact the premises' attendants prior to the start of the function to familiarise themselves with the evacuation procedures and to identify the location of fire exits.

4.2 It is strongly recommended you make a risk assessment of the area, to ensure you can deliver the session for your activity safely.

4.3 The Council does not accept responsibility for any loss or damage suffered by the hirer unless it is caused though the negligence of the Council, its officers or its staff. Hirers must undertake and agree to take the proper and necessary precautions for the supervision of participants and for the prevention of accidents arising from the activity or in connection with the event, hirers must accept full responsibility for and indemnify the council, its officers, servants, or agents from and against all action, claims and demands arising out of the engagement. Hirers are responsible for all their property whilst on the premises and for its removal following the letting.

4.4 Hirers are responsible for good order and conduct throughout the letting and shall ensure nothing occurs on the premises which would constitute a public nuisance.

4.5 Use of photography and mobile phones

4.5.1 Wirral council reinforce by clear facility signage about mobile phones or devices being taken into changing rooms and pool area. Misuse of mobile/smart phones devices is taken very seriously and will be reported.

4.5.2 Wirral Council has a policy of not allowing the use of Mobile phones / Smart phones within its pool hall or changing rooms. Anyone seen using a phone or an image capturing device will be reminded that mobile phones / Smart phones are not permitted within the pool hall and asked to turn off the device.

4.6 Any damage caused to the premises, or its contents used in connection with the hiring shall be paid for by the hirer.

4.6.1 The hirer shall leave the premises in a clean condition to complete the satisfaction of the premises management and any expenses incurred by the council in putting the premises in a clean condition following the letting shall be recoverable from the hirer.

4.6.2 Rubbish must be removed from the hired area and the area left in a clean litter free condition. All waste should be disposed of responsibly using recycling bins where available.

4.7 Hirers must not sub-let or transfer their hirers, and the premises must be used only for the purposes indicated at the time of booking.

4.7.1 The maximum accommodation numbers indicated to the hirer must not be exceeded. The premises Management or his/her representative has full authority to exclude any person in excess of the number. Note: to comply with Fire Regulations this clause will be strictly enforced.

4.7.2 The hirer shall, when required to do so by the premises Management or his/her representative appoint an agreed number of responsible, appropriately vetted, adult stewards.

4.7.3 The hirer must ensure that the premises are vacated at the end of the agreed booking or at any time during the period of hire if the required in the interests of public safety.

4.8 No licensing and catering arrangements can be made except as agreed with and directed by the premises management.

4.9 It is an express condition of this agreement that it is the responsibility of the persons hiring or otherwise using the premises with consent to ensure that there is no infringement of any copyright whatsoever connected with the said use. Further it shall be the responsibility of the person or persons using or hiring the premises to ensure that any appropriate licenses or permits are obtained in the proper manner. This applies to Performing Rights Society (i.e., Live Music) and the phonographic Performance Limited (i.e., Recorded Music)

4.10 If the hirer fails to comply with any condition the premises Management or his/her representative may take any action that is thought necessary in connection with the hire.

4.11 The hirer shall not exhibit or permit to be exhibited any advertisements or notices anywhere in connection with the event for which the premises have been hired except in accordance with the Town and Country Planning Act (control of Advertisements) Regulations 1992

4.12 Please note that if any person displays an advertisement in contravention of the aforementioned regulations, he/she shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

4.13 The use of any part of the Councils premises shall be by way of hire only and shall be understood not to grant the hirer any right or interest in the premises other than such temporary use as may be granted by the council. In terms of seasonal/block bookings the booking does not give automatic entitlement to renew for further sessions nor guarantee specific space.

5. GDPR Privacy Notice

5.0 Wirral Councils Leisure Services is committed to protecting your privacy when you use our services.

For more information on how Wirral Leisure services collect, use, and protect personal data held please click the link below for full details.

[Privacy Notice - Wirral Leisure Services](#)

Paper copies of this privacy policy are displayed on site, if you require a paper version, please ask the facilities manager.

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