



# Sports Centre Hire Terms and Conditions

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# **CONDITIONS OF HIRE (To be retained by hirer)**

## **General Overview**

### **Overview**

- All charges and conditions apply to the Sports Hall.
- Bookings can be made from 4.30pm to 9.00pm, Monday to Friday and 9.00am to 4.00pm Saturday and Sunday.
- Special times and events can be catered for, depending on availability of the hall. These times and events are subject to consultation with the Sports Centre staff.
- All bookings include use of changing and shower facilities.

### **Parking**

Please park in the main Academy car park, and not in the area around the Sports Centre, as this area is for Disabled Users and Emergency Services only.

### **Booking Conditions**

- All parties that wish to book use of the Sports Hall must complete the relevant documentation.
- All bookings are subject to confirmation and evidence of required documentation.
- Block Bookings can be made for a minimum of 10 bookings at any time of the year dependant on availability.
- Casual bookings can be made throughout the year and will be accepted if availability allows.
- Booking time includes a period of at least 5 minutes before the end of each session to allow for equipment to be taken down and players to vacate the hall, change over should be prompt.

### **Cancellation/Change of Booking**

- Block Bookings – Our regular users are permitted 2 cancellations per block booking. If the hirer exceeds the number of cancellations permitted the full charge will still be levied. (This does not include any cancellations made by the Centre).
- Casual Bookings – 48hrs notice of cancellation must be given or the hirer will still be charged the full amount.
- If any changes in original booking occur then you **MUST** inform the Sports Centre staff, giving at least 9 days.

## **Payment Methods**

- Block Bookings – Invoices will be raised regularly throughout the year. Payment must be made within 28 days.
- One off Special Events – Invoice will be sent separately and should be paid within 28 days.
- Casual Booking – Payment must be made prior to the session starting at the Sports Centre Reception.
- Payments can be made by Cash, Card or Cheque (Cheques payable to Torquay Academy)
- Any organisation that has any outstanding debt will have their booking terminated and it may result in being permitted from using the Sports Hall in the future.
- Any initial discrepancies with invoices should be discussed with the Finance Director.

# Sports Hall

All facility users must read and obey the Conditions of Hire and Regulations for use, as stated below.

Failure to do this may result in a revoke of all privileges.

## Torquay Academy Sports Hall REGULATIONS FOR USE

- All food and drink must be consumed in the Reception or vending machine areas. Only sports and training bottles will be allowed into the exercise areas.
- No child under the age of 8 is allowed inside the facility unless supervised by an adult.
- No outdoor shoes, or footwear that will mark or damage the floor or facilities, are to be worn inside the centre.
- Any equipment borrowed must be returned to a member of Centre staff.
- Absolutely no spitting is permitted in or around the centre.
- Users must vacate the hall at the end of their hire time.
- No mobile telephones allowed inside the Sports Hall.
- No cameras or recording devices allowed into any exercise or training area unless permission is granted.
- All damages must be reported to centre reception immediately after the incident, failure to do so will result in the booking being stopped until such damages are paid for.
- No glass containers to be taken into any exercise area.
- Absolutely no smoking or chewing gum allowed on the premises.
- Appropriate clothing is always required when using an exercise facility.
- **Foul and abusive language is strictly forbidden.**

## NO UNAUTHORISED USE

# **Torquay Academy Development Centre**

## **Club Documentation**

As of April 2011 it became a centre policy that all club users provide us evidence of the following documentation for their club members:

- A signed copy of a Torquay Academy Booking Confirmation Form
- A copy of the clubs insurance policy
- Name and Contact of the clubs Child Welfare Officer (only applies to clubs catering for Under 18's)
- Evidence of up to date qualified First Aiders
- Any Professional Affiliations (only applies to clubs).

All information will be held in strict confidence. Without evidence of this documentation the clubs booking will be invalid and they will be not being permitted to use the facility.

# Health and Safety

## Safeguarding Our Users

The message on Health and Safety from Torquay Academy is:  
"Every child, young person (defined as any person under the age of 18) or adult, who plays or participates in sport, should be able to take part in an enjoyable and safe environment and be protected."

The following Health and Safety policies and procedures are in place to maintain high standards of safety at the Torquay Academy Sports Centre.

- An annual risk assessment is carried out on the entire Sports facilities
- Daily checks on the sports facility
- All incidents reported to Sports Centre Manager
- Weekly cleaning and maintenance schedule
- Child Protection Welfare Officer
- First Aid provision
- Incident Report form and system
- Telephone available in Sports Hall reception
- Player, Coaches, Spectator Code of Conducts.

# GENERAL CONDITIONS OF HIRE

## 1. **Applications.**

All applications for the use of the Sports Centre, Fitness Suite and extra facilities must be made, in writing, on the form attached hereto. The applicant must state precisely the nature of the purpose for which the facilities are required. All applications and correspondence relating to a hiring must be made direct to the Sports Centre Manager. Torquay Academy (hereinafter The Academy Governors) will not hold itself responsible for any mistake arising through non-compliance with the condition. The college Governors reserves to itself the right to call for further particulars respected on any proposed booking.

## 2. **Limitations on Persons entering the Centre.**

The hirer and all persons entering the premises by virtue of this agreement shall conform to the byelaws and statutory regulations in force at that time.

## 3. **Responsibilities of Hirer.**

The Hirer shall be responsible for the proper carrying out and observance of the Hire agreement and shall ensure the observance of any statutory regulation or requirement consequential upon them in accordance with this agreement. Where suitably qualified individuals are deemed necessary to oversee an activity the Academy Governors reserve the right to veto such nominated persons and if necessary employ Academy Staff to undertake necessary duties at full recharge to the Hirer.

## 4. **Hiring to be at the college governor's discretion.**

The Academy Governors shall have absolute discretion to refuse an application to hire the Centre.

## 5. **Sports Centre not to be used except for purpose granted.**

The Centre shall not be used for any purpose other than that stated in the application and should be used for no other purpose without the consent of the Academy Governors, in writing, first being obtained. The granting or approval of any hiring has an implicit responsibility to comply with codes of conduct, non statutory rules and other such general standards of good behaviour as maybe deemed appropriate.

## 6. **Smoking/Alcohol Consumption.**

In the interests of health, hygiene and sociability, smoking and the consumption of alcohol are prohibited throughout the Academy grounds and facilities.

## 7. **Hirer not to assign or sub-let.**

The hirer shall not assign the right to use the Centre or affect any form of sub-letting whatsoever.

## 8. **Bookings.**

Bookings will only be accepted when suitable arrangements for payment have been made. Payment will normally be in advance with special event and one-off bookings subject to a 25% deposit at the time of booking and payment 28 days in advance, with block bookings invoiced and payable quarterly in advance. Written confirmation of the acceptance of a booking is the only evidence of agreement.

## 9. **Access to Sports Centre & Associated Facilities.**

Under no circumstances will access to the facilities be given until the whole of the fees have been paid and conditions complied with.



**10. Period of Hire.**

The period of hire for any facility will include the relevant and appropriate time for setting up and dismantling equipment necessary and associated with the booking. Setting up and dismantling time is chargeable at the full hire rate.

**11. Payment by cheque credit card or account.**

The Academy Governors reserve the right to determine the manner and form of payment of the hiring fees. The right to charge a supplement for Credit Card payments is retained.

**12. Hirer must be over 18.**

The person whose name is on the application form must be over 18 years of age, and will be deemed to be the Hirer.

**13. Cancelling or postponing engagements.**

If the hiring is cancelled or postponed: -

- a. More than three months before the date of commencement of the hiring the amount of deposit shall be returned but without prejudice to any claims Academy Governors may have incurred as a result of the hiring agreement.
- b. Within one month of the date of commencement of the hiring the deposit shall be forfeited.
- c. Within 9 days of the commencement of the hiring, the full amount of the hire charge shall be demanded and will be forfeited unless an Academy Governor decides otherwise.
- d. Block booking cancellations must be submitted at least two weeks in advance, in writing, or the full hire charge maybe applied.

**14. Catering and the sale of goods.**

The Academy Governors have the exclusive right to supply food, drink and any other re-saleable items or services at any function held in the Centre. The hirer shall notify the Sports Centre Manager of their intentions and requirements in advance if an agreement to supply specialist products is required.

**15. Compliance with conditions of Licences held by Torquay Academy.**

The Hirer or any person under their control shall not cause any situation whereby any of the conditions of the Licences held by the Academy covering the various uses of the Centre shall be infringed. A copy of these conditions is open for inspection at the offices of the Sports Centre Co-ordinator during the normal hours of business, and the Hirer shall be deemed to have full knowledge of the contents thereof whether or not they have availed themselves of the opportunity of inspection. The licenses impose site-specific conditions relating to Staffing, layouts and other statutory duties. The hirer assumes responsibility for all persons gaining entry to the premises as a result of or during the period of the booking whether or not bona fida. The Hirer shall pay particular attention to the terms of the entertainment license and fire certificate conditions and will not obstruct or permit the obstruction by person or property of any fire exit, gangway, passage, stairway or flight of steps either inside or outside the Centre.

**16. Copyright.**

The Academy Governors have an agreement with the Performing Rights Society (PRS) in respect of certain (but not all) music. A copy of the agreement can be inspected in the Centre offices. The hirer shall complete any returns that maybe required to be submitted to the PRS as a result of the booking. No music, song, play or other work maybe performed or displayed for which Copyright exists by the hirer or any person in attendance as a result of the hiring without the permission of the owner of said Copyright. The hirer shall repay to Academy Governors any monies that may, in their absolute

discretion, pay to any person or body by way of payment for use or infringement of copyright. The hirer will indemnify Academy Governors for all actions, costs, claims, demands and proceedings in respect thereof.

**17. Photographic rights, filming and broadcasting.**

The Academy Governors reserve the photographic rights of the premises unless otherwise agreed. Filming and broadcasting from the premises will be permitted subject to approval in writing 14 days in advance of the hired time. If given, such permission shall be subject to any conditions the Chief Constable and the Chief Fire Officer may impose.

**18. Animals not permitted.**

No dogs or other animals are allowed into the Centre or on the facility grounds at any time.

**19. Gambling.**

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the hired premises unless the hirer is in possession of the relevant licence or permit.

**20. Rights of entry and exclusion.**

The Academy Governors reserves to its duly authorised officers the right to enter the Centre at all times (including areas therein). The Academy Governors further reserve the right to exclude or have removed from the premises any person who has been properly assessed as undesirable or improperly in attendance within the said premises or in breach of the aforementioned conditions.

**21. The Academy Governors disclaimer.**

The Academy Governors will accept no responsibility whatsoever for any loss of or damage to property of the hirer, his/her servants, agents or employees including persons taking part in the activity or for any injury caused to such persons unless due to the negligence of the Academy Governors, its servants, agents or employees.

**22. Indemnity by the hirer.**

The hirer shall indemnify the Academy Governors against any loss of or damage suffered by, or any claim against, the Academy Governors from any breach of these conditions or actions by the Hirer, his/her servants, agents or employees. The hirer shall pay for the making good of any damage done (either within or outside the period of hire) to the premises or any property rightfully stored, delivered, adjacent to or in the possession of a bona fide customer irrespective of the lawful owner of that property.

**23. Insurance cover.**

The Hirer shall obtain a Policy of Insurance in respect of Public Liability. The Hirer will produce the Policy and evidence of payment of the current premium at any time required by the Academy Governors from 28 days prior to commencement of the hiring.

**24. Failure of lighting, heating etc.**

No responsibility will be accepted or compensation paid by the Academy Governors in the event of loss or damage suffered by the hirer on account of failure of the lighting, heating or any other equipment of the accommodation.

- 25. Complaint.**  
Any complaints arising out of the hiring of the Centre etc. must be made in writing to the Sports Centre Manager within twenty-four hours of the occasion for such complaint.
- 26. Reservation by The Academy Governors of right to cancel hiring.**  
The Academy Governors reserve the right in their absolute discretion to cancel any hiring should they consider it necessary to do so by reason of any Royal demise, public calamity, epidemic or destruction of or damage to the premises by fire or by reason of any other unavoidable cause. Where the Hirer has booked the Centre on a number of occasions the breach by the Hirer of any of these conditions on any one of those occasions shall entitle the Academy Governors to cancel the hiring for any subsequent occasion or occasions. The Academy Governors liability in the event of any such cancellation shall be limited to the return to the Hirer of any deposit or hiring fee paid by him/her. Bookings are taken subject to the premises not being taken subsequently for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Governors will refund to the applicant all charges made by them and already paid. Either the Governors or the Council shall be liable to pay any compensation for any loss incurred by the applicant.
- 27. Consent in writing.**  
Whenever the consent of the Academy Governors in writing is required to be given in accordance with these conditions, such consent shall be deemed to be given in writing under the hand of the Sports Centre Manager.
- 28. Decorations and display banners.**  
No decorations, flags, emblems, banners or signs will be permitted to be displayed whether inside or outside the Centre without the previous consent of the Academy Governors in writing.
- 29. Security.**  
The hirer shall appoint a professional company, registered to a local authority, to supervise any function as required by the Academy Governors in compliance with the New Public Entertainment Licence.
- 30. Annoyance by noise or otherwise.**  
The Hirer will ensure that users in attendance at the activity of the hiring do not create a nuisance or disturbance to other Centre users and equally do not disturb the occupants of neighbouring properties or users of adjacent public open space.
- 31. Clean and tidy condition.**  
The Hirer will ensure that the premises are left in a condition appropriate to the use to which they have been put and that there is no undue or excessive rubbish, wear or damage.
- 32. Health and Safety at Work Act.**  
The Hirer must be aware of their obligations pursuant under the Health and Safety at Work (HASAW) Act 1974 and the subsequent regulations and recommendations. These obligations include (not exclusively) Risk Assessment, RIDDOR and COSHH. The Academy Governors reserve the right to inspect relevant documentation including Operating Procedures, Codes of Practice and Monitoring Records to ensure the Hirer's commitment to and compliance with Health and Safety. Hirers are required to inform the Academy Governors prior to undertaking any activity that may compromise existing Codes of Practice.
- 33. Inspection of Accounts.**  
The Academy Governors reserves the right to require the Hirer to provide evidence of total income from the hiring, the amount of money sent to a named beneficiary charity (in the event of the activity being used for a charity benefit) and the method of disposal for the remainder of the proceeds.

### 34. Breaches of Conditions.

Any duly authorised employee of the Academy Governors may enforce these conditions. The hirer will accept as final the Academy Governors decision on any matter requiring a decision hereunder, and on any matter, which is not specifically mentioned in this agreement and which concerns the management of the Centre.

<b>TORQUAY ACADEMY SPORTS HALL HIRE PRICES</b>	
	<b>Hourly Rate Unless Stated</b>
<b>Sports Hall</b>	
Badminton Court	£8.50
Half Sports Hall	£17.00
Full Sports Hall	£30.00
<b>Full Sports Hall is suitable for:</b>	
<i>5-a-Side Football</i>	
<i>Volleyball</i>	
<i>Basketball</i>	
<i>Netball</i>	
<i>Cricket Nets (2 Nets)</i>	
<b>Outdoor Court Area (Light Permitting)</b>	
Adult Netball Court	£20.00
Junior Netball Court	£18.00
Adult Tennis Court Per Hour Maximum 4 Players	£7.50
Junior Tennis Court Per Hour Maximum 4 Players	£5.00
<b>Fitness Suite Prices</b>	
<b>Adult Fitness Suite Membership Rates</b>	<b>No Joining Fee and Free Induction</b>
Adult Fitness Suite Annual Membership	£264 Per Year
Adult Fitness Suite Membership Rates	£24 Per Month
Adult Fitness Suite Corporate Membership	£20 Per Month
Adult PAYG	£5 Per Visit
Personal Programme (Non Members)	£10.00
<b>Junior Fitness Suite Membership Rates</b>	<b>No Joining Fee and Free Induction</b>
Junior Fitness Suite Annual Membership	£137.50 Per Year
Junior Fitness Suite Membership <i>(4.00 – 5.00pm weekdays / 10am – 12pm weekends)</i>	£12.50 Per Month
Junior Non Member Fitness Suite <i>(4.00 – 5.00pm weekdays)</i>	£1.50 Per Visit
Personal Programme (Non Members)	£5.00
Please note that ALL prices shown include VAT.	