

#### **Terms & Conditions of Hire**

# **Responsible Representative**

The Hirer must advise Centre staff of the named individual responsible for the group on each occasion. This person is responsible for ensuring that individuals using the Centre under this Let are provided with the necessary instruction and guidance to participate safely in the activities being undertaking.

## **Observance of Regulations**

The Hirer is responsible for ensuring those persons using the Centre under the terms of this Let are fully conversant with the conditions applying to the Let, and regulations for use of the premises. The Centre Regulations form part of this contract.

#### Payment of Let fees.

Facility Bookings at The Mayfield Sports Centre can be paid for by either credit/debit card or monthly invoice. For block bookings payment by invoice is by agreement and is only available for lets of 6 or more booked sessions. New invoice accounts may be required to pay an initial deposit of £90 which will be credited to their monthly invoice. Ad Hoc lets can be made for up to 5 sessions and are subject to availability. The Hirer is liable for all Let Charges for the period of the let regardless of whether these are taken up (for further info please see the cancellation policy below). Payment for Ad Hoc bookings may be made by credit/debit card either at the time of booking via the Mayfield website or prior to the booking time at the Mayfield Centre's reception desk. Use of facilities is not permitted without prior payment for Ad Hoc bookings. Block bookings of 10 or more sessions (or single sessions over 24 hours), are VAT exempt when the conditions stipulated in VAT Act 1994, Schedule 9, Group 1, Note 16 to Item 1 (m) are satisfied.

## Cancellation

All cancellations must be confirmed in writing via email

to <a href="mayfield@highschoolofdundee.org.uk">mayfield@highschoolofdundee.org.uk</a> by the hirer. The Hirer is liable for all Let Charges for the period of the let regardless of whether these are taken up. In the event of cancellation by the Hirer, if the Centre secures an alternative let, the Centre at their sole discretion may make a refund less an administration charge. All Block/Invoice booking cancellations are subject to £10 fee. Ad Hoc booking cancellations confirmed to the Centre up to 48 hours prior to booking will not result in a charge. Cancellations for both Ad Hoc & Block Bookings made within 48 hours of the booking may result in a full charge unless the centre secures an alternative let. If for any reason Mayfield Sports Centre (MSC) is unable to provide the facility under the terms of this Let, there will be no obligation to provide alternative facilities but will refund the hire charge for any session that has required to be cancelled.

The Hirer cannot amend the Let or transfer the Let to any other party without the full written agreement of MSC.

## **Compensation for Damage to Property**

The Hirer is responsible for meeting the cost of any damage either to the property, fittings, or any equipment belonging to the Centre, caused by persons using the Centre or because of their activities under the terms of the Let.

#### Insurance

The Hirer is responsible for ensuring they, or the organisation they represent, have adequate and appropriate insurance cover in respect of those using the facilities under the terms of the Let.

MSC will be entitled to receive evidence of such insurance coverage. MSC can by agreement provide such cover and levy an additional charge where no cover exists.

# Indemnity

The Hirer indemnifies MSC against any loss, damage or claim that might arise from any individual or individuals using the Centre under this Let

#### **First Aid Provision**

The Centre has facilities for First Aid treatment, but the responsibility for providing First Aid cover rests with the Hirer. In the event of any incident where First Aid treatment is required, Centre staff should be notified immediately.

## **Equipment**

The Let does not cover the provision of any equipment unless hired under a separate agreement or by agreement with the Centre management.

Hirers are responsible for setting up personal equipment and should not make use of Centre equipment unless this has been agreed in advance. Where Centre equipment is provided this will be set up under instruction from Centre staff. All equipment must be tidied away before the end of their allotted booking slot as not to hinder the next booking.

#### **Child Protection**

Where users of the facilities under this let include children of sixteen years of age or less, the Hirer is responsible for ensuring all necessary procedures have been carried out in relation to child protection legislation, procedures, and best practices. MSC will be entitled to request evidence that such procedures have been followed.

#### **Health and Safety**

All users are required to respect the need to be mindful of the health, safety and welfare of themselves, the Centre staff, and other users of the Centre facilities. Any breach of Health and Safety requirements stipulated by the Centre will be regarded as a serious breach of the let. Where the Hirer is aware of any matter of concern regarding Health and Safety this should be brought to the immediate attention of Centre staff.

### **Car Parking and Grounds**

Car parking facilities are provided for those who are using the sports facilities within Mayfield Sports Campus. Any groups attending an away fixture must not leave vehicles in the car park.

Please note that only guide dogs are permitted inside the Sports Centre. Dogs should not be taken onto any grass pitches or inside the Astroturf perimeter fencing.

# Security

The centre is closed to the public until 5.45 pm Monday to Friday when access to external Lets is permitted. There will be no access before this time unless approved by the school's Facilities & Operations Manager

## **Regulations Relating to Third-Party Users**

## These regulations form part of the Booking Contract

It is a condition of any let that those individuals, whether participants, observers or in any other manner connected to the let, are aware of these regulations and abide by them.

The Hirer must nominate a "responsible person" who will attend throughout each session of the let and will be responsible for all individuals connected to the let.

Users of the Mayfield sports facilities are expected to behave appropriately and respect other users of the facilities and the Centre staff.

Instructions given by Centre staff must be respected and observed.

No food or drink may be consumed in any of the sports halls. Water may be taken into sports areas if it is in a sealable bottle.

Hirers must not enter the facility which is let before the specified time and must vacate by the time stipulated in the agreement.

Changing facilities will be allocated by Centre staff and must be adhered to.

Users are required to wear clothing intended for the activity in which they are participating

Non-marking footwear must be worn and should be clean and not have been used for outdoor activities.

Users are responsible for ensuring the safety of any personal valuables, which should not be left unattended. Centre staff can advise on facilities for the safekeeping of valuables.

Smoking is prohibited within the grounds of the Sports Centre.

Any user found damaging Centre property or equipment will be required to meet the full cost of any repair or replacement.

These regulations may be altered from time to time and a copy will be given to the Hirer who should ensure this is conveyed to individuals using the facility under their let.

## Additional Regulations Specific to Usage of All Weather Pitches

### These regulations form part of the Booking Contract

Hirers must ensure all members of their party wear appropriate Astro training shoes. No studded footwear is permitted. Spectators must refrain from stepping onto the playing surface.

No equipment, other than specific training and/or playing equipment is permitted on the Astro pitches.

Dogs are not permitted inside the perimeter-fenced area – except from Guide Dogs.

Hockey goals should not be moved without permission from Centre staff. If permission is given, it is the responsibility of the Hirer to safely move the goals and return at the end of the session.

The Centre accepts no responsibility for any injuries sustained whilst moving equipment.

Astro lights turn off automatically at 9 pm, thereafter a 'public' light will shine for an additional 10 minutes to allow a safe exit from the pitches. Sports centre staff are unable to turn lights back on after 9 pm.

On match days, changing facilities will be available 45 minutes before the start of games with access to the playing surfaces available 30 minutes prior to the start of the match (where accessible).

If balls are hit over the perimeter fence, it is the responsibility of the Hirer to inform Sports Centre staff immediately.

March 2023

Mayfield Sports Centre 193 Arbroath Road Dundee DD4 7HS

The operating entity of Mayfield Sports Centre is:

Euclid Trading Limited
High School of Dundee
Euclid Crescent
Dundee
Registered in Scotland No. SC357247