

# Castleland Community Centre Ltd Terms & Conditions of Hire

## THIS AGREEMENT IS MADE BETWEEN:

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(Hirer) and Fingal Community and Recreation Services Limited

### 1. APPLICATION AND PAYMENT

- a. An Application for Hire form for the appropriate area/s must be completed in full and submitted.
- b. The Hirer must pay the booking fee in full to confirm the booking once availability of the venue has been advised.
- c. No cancellations, refunds or changes are permitted after booking payment has been processed.
- d. 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.
- e. 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.
- f. The Board of Directors of FCRS Ltd 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.
- g. Cheques must be made payable to FCRS t/a Castleland Community Centre and sent to Castleland Community Centre, Castleland, Balbriggan, Co. Dublin.
- h. If agreed payment arrangements are not honoured, bookings will be terminated immediately. Nonpayment of rent will render this agreement null and void and will result in loss of access to the facility.
- i. Booking forms must be signed and returned, with one month's payment by cheque.

### 2. HIRER'S RESPONSIBILITIES

The Hirer is responsible for:

- a. Organising and running the activity conducted during the booked period in consultation with the General Manager;
- b. 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;
- c. Making sure all participants and officials are appropriately attired, especially with regard to footwear. Non-marking footwear only is allowed on all sports floors;
- d. Arranging appropriate first aid services for competitors and all other persons involved in, or associated with, the booked activity;
- e. Reporting any accident or injury occurring at the Facility during the period of hire. The Hirer undertakes to inform Castleland Community Centre staff immediately of any incident and to cooperate with staff in completing any documentation required;
- f. Supervision and control of participants and officials and restriction of spectators to designated areas;
- g. Making sure its employees, agents, contractors and invitees comply with all directions or instructions from the General Manager or member of staff;
- h. Ensuring the Facility is not used for any activity other than that specified on the Booking Application Form.
- i. Notifying Castleland Community Centre Ltd within 14 days of the date of the relevant invoice/statement if you disagree with any of the details.
- j. The hirer will ensure that a competent, qualified adult is in attendance to supervise the proper and safe usage of the centre by members of their group.
- k. The person responsible for supervising the group must, on entering the building, sign in the group on the desk diary at the reception.
- l. Castleland Community Centre Limited operates a strict footwear policy in order to protect the floor in the main sports hall. Users must provide suitable floor covering where appropriate.
- m. Users accept that there may be other groups using the Centre offering the same activity as them, possibly on the same day.
- n. Users must vacate the hall/rooms promptly at the end of their allotted time to facilitate others.
- o. Castleland Community Centre Limited 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.
- p. The Board of Directors reserves the right to review, change or cancel a booking with prior notice in writing.
- q. Users are advised not to do any promotion or advertising until they have received written confirmation of their booking from the Castleland Community Centre.

### 3. CANCELLATION

- a. The General Manager may close the Facility at any time at his/her absolute discretion. Neither FCRS or the General Manager will 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 General Manager 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. Castleland Community Centre nor the General Manager will 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 Castleland Community Centre of all expenses incurred by Castleland Community Centre Ltd as a consequence of such closure or cancellation.
- e. Booking deposits are non-refundable.
- f. It is Castleland Community Centre policy to give priority to Hirers wishing to facilitate voluntary / community events.
- g. Castleland Community Centre 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 Centre's facilities may be unavailable from time to time, for example for centre 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. Castleland Community Centre reserves the right to review, change or cancel a booking with prior notice in writing.

### 4. ADMISSION

- a. The General Manager 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 by the General Manager.



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- c. The General Manager may at his/her absolute discretion direct any person to leave the Facility.
- d. The General Manager 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 Community Centre's 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 Castleland Community Centre
- b. The Hirer shall be responsible for notifying its employees, agents, contractors, participants and invitees of the parking available within Castleland Community Centre 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 General Manager is first obtained.

#### 8. DAMAGE

The Hirer shall pay Castleland Community Centre Ltd 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

Castleland Community Centre 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 sports hall 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 General Manager and in accordance with any conditions notified by the General Manager.
- e. No advertisements may be displayed on, in or in the vicinity of the Facility without the prior consent of the General Manager and in accordance with any conditions notified by the General Manager.
- f. No marquee, hut, stall or similar structure shall be erected within the area surrounding the Facility without the prior consent of the Board of Directors.
- 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 score boards).
- 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
- n. Slam Dunking is strictly prohibited

#### 11. INSURANCE

- a. All groups using the facilities must provide their own insurance.
- b. A copy must be made available to Castleland Community Centre Ltd before any agreement of use is approved
- c. Fingal County Council and Fingal Community & Recreational Services Ltd must be indemnified on your insurance policy
- d. Each Hirer must have a Public Liability policy in place with a minimum value of €6.5 million

#### 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 Castleland Community Centre  
CCC: Castleland Community Centre  
General Manager: The person designated as General Manager of Castleland Community Centre, or any other person authorised by Fingal County Council.

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: \_\_\_\_\_