



# Facility Terms and Conditions

May 2019

## Payments & Bookings

1. The hirer shall be responsible for payment and any other charges to do with the hire.
2. The hirer shall not assign or sub-let the right to use the facilities and must only use the facility for the agreed purpose.
3. A non-refundable deposit of 25% of the total balance is required to secure an Event booking. The remaining balance must be paid in full at least 30 days before your event. Failure to do so may result in cancellation at the manager's discretion.
4. For Activities and Parties, full payment will be made at the time of booking unless permission is granted by the centre Manager. Each Birthday Party will have a set number of children included in the party fee. Any additional children will be charged at a further fee.
5. Functions booked within 30 days of the actual function date will need to be paid in full at the time of initial booking.
6. Pool Safety and Admission Rules apply and are displayed within the centre reception areas and set out within these Facilities Terms and Conditions.
7. Children under the age of eight must be accompanied in the water by their parent or responsible adult aged 18 or over with at least one responsible adult for every two children.
8. It is the Parents or Responsible adult responsibility to provide arm bands or flotation devices for any child who requires these aids.
9. Poolside safety rules are displayed in the pool hall for customer reference. Customer must adhere to the 'Attention! Pool Safety' signage rules at all times whilst using the pool.
10. Pool sessions may operate during busy periods where coloured bands are issued upon arrival at reception. Your session band colour will be called out via the pool announcement system to signify the end of your session. Customers must leave the pools swiftly at the end of their swim session.
11. Invoices must be paid within 14 days of receipt. Failure to do so may result in your booking being cancelled.
12. We reserve the right to review prices and will notify customers with a minimum of 3 days' notice.
13. Booking confirmation will only be given once all relevant registration forms are completed and payment has been received.
14. Pool Swimming Parties for children under the age of 8 years MUST have a ratio of 2 children per 1 adult. The Under 8 Supervision Form MUST be completed and signed by the Parent or Guardian prior to the start of the party.
15. Tring Sport and Leisure will charge an additional fee for any damage caused (accidental or deliberate) by event/activity attendees and/or participants in order to repair or replace items. Any additional repair or necessary replacement undertaken by Tring Sport and Leisure as a result of the event shall be charged and payable within 15 days. If a debt collection agent is used to recoup money owed to Tring Sport and Leisure then the client will be charged for the agent fees.
16. Membership payments are covered in the membership terms and conditions

## **Cancellations and Refund**

Facility cancellations and refunds are covered in our Cancellations and Refunds Policy

## **Catering**

1. Packaged food can be organised and brought to the centre provided food allergen information is provided by the parent and written consent from the Manager is obtained.
2. Tring Sport and Leisure accept no responsibility for food brought onto the premises by the parent and/or child (ren).
3. Any catering brought into centre will face a cleaning surcharge for your event.
4. Please note that at events with a bar service, the facility will close 30 minutes prior to the function finish time. All drinks not finished by the event end time will be removed. Any person who tries to bring in food and/or alcohol from outside the premises will be removed from the event and refused re-entry.
5. Deep fat fryers are no permitted

## **Alcohol**

The hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol at the premises without prior written permission from the event manager

If alcoholic drinks are to be served at a bar, the hirer must provide a copy of a valid drinks licence (obtained from Dacorum Borough Council) with the booking form. The police need to be notified one week before the event, with proof of notification sent to the the Manager. No alcohol is to be supplied to persons under the age of 18, and no-one must be admitted to the function after 10.30pm **NB** Licensees are responsible for running the bar.

## **Rules and Regulations of Use (General)**

1. Tring Sport and Leisure seeks to maintain high standards throughout its facilities and expects all users and hirers to contribute to this. All hirers will be held responsible for any damage caused by event/activity attendees and participants. The hirer must ensure that all attendees and participants abide by Tring Sport and Leisure standards and rules.
2. The hirer must ensure that all event/activity attendees and participants show consideration towards local residents living near the centre – particularly during the evening – and members. Noise levels will be kept at a level which is acceptable and will reduce noise levels immediately if instructed by an Tring Sport and Leisure colleague.
3. All areas shall be left clean, tidy and free from damage. Any additional cleaning, waste removal, repair or necessary replacement undertaken by Tring Sport and Leisure as a result of the event/hire/activity shall be charged to the hirer and payable within 30 days.
4. Appropriate clothing must be worn for all activities. Outdoor shoes must not be worn on poolside or in wet side changing areas. Non marking soles must be worn in all activity areas.
5. Due to high demand for facilities at certain times, we cannot guarantee access to all facilities immediately.
6. The hirer shall be liable for any additional expenses incurred by Tring Sport and Leisure if the event/activity overruns.
7. The hirer shall not grant sound, television broadcasting or filming rights without prior conditional consent from the events manager.
8. Any accident, injury or damage must be reported to the Duty Manager immediately.
9. You must only park in the designated parking places and only cars displaying disabled badges may park in the disabled parking bays.

10. Any photography or video recording MUST be reported to reception whereby you will be asked to fill out a form and a permit will be issued by the Duty Manager on site.
11. The centre and third parties may carry out general filming and sound recording. Admission to the centre signifies your consent to them being used in perpetuity and in all media without any rights to payment.
12. All participants should have a membership card. In the event that you lose your card, a replacement will be made available at a nominal charge. The card may only be used by the named card holder and in accordance with our terms and conditions.
13. You acknowledge that restrictions and additional terms may apply to events, including but not limited to decoration and pyrotechnics. You must check with the events manager for details of any additional terms or restrictions before making a booking.
14. The hirer can only offer an activity similar or the same as that provided by Tring Sport and Leisure with written permission of the contract manager.
15. Set up and down of equipment will be undertaken during your hire time.
16. No equipment can be stored onsite without the written consent of the General Manager.
17. The following must not be brought into the premises without the written permission of the Manager:
  - Crockery and glass
  - Pets (except guide dogs)
  - Food, drink or retail items
  - Electrical equipment
  - Hazardous substances
18. The centre does have a Public Entertainment License, a copy of which is displayed in the Reception area.
19. No hirer is permitted to:
  - Give away live animals as prizes;
  - Give exhibitions, demonstrations or performances of hypnotism on our premises;
  - Use our premises for gaming or wagering other than lawful gaming carried out in line with the gaming act 1968;
  - Collect monies on the premises from participants other than by written consent of the manager
20. Tring Sport and Leisure reserve the right to enter any part of the facility at any time with or without a third party, without stating a reason.
21. If the management of Tring Sport and Leisure are of the opinion that the hirer is not making suitable use of the facilities, the management reserve the right to re-allocation any unused parts.
22. We will provide lifeguards for all pool bookings and this will be charged for accordingly. In the case of sub aqua and canoe bookings, suitable qualifications will need to be evidenced at the time of booking.
23. All users/hirers must comply with these conditions of use, have regard for the safety of, and behave considerately towards other users, colleagues, the building and equipment. Any user/hirer not doing so may be asked to leave the centre and must immediately leave if asked. You are responsible for the behaviour of any children you bring to the centre and must explain any relevant rules and conditions to them. You must comply with notices and signs on display in the centre.

### **Rules and Regulations of Use Additions (One Off Hires & Club Block bookings)**

1. Your application is only confirmed when you receive written confirmation from the centre.
2. Acceptance of your booking does not guarantee further bookings.
3. You must supply, prior to your first session, a copy of:

1. Details of all coaches, including first aid, coaching qualifications and DBS checks.
2. Affiliation details the club has with the governing body.
3. All hirers must hold Public Liability Insurance and provide a copy with the booking form.
4. The hirer should
5. ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times. Copies of the qualifications should be passed to the management at the point of booking.
6. Tring Sport and Leisure colleagues are not authorised to accept responsibility for the safe keeping of any money or goods. The hirer must communicate this to all attendees.

### **Rules and Regulations Additions (Events)**

1. You are responsible for ensuring that the events manager has all the relevant information on time for your booking. Any information not given to the events manager in advance of your booking may result in cancellation at the manager's discretion.
2. If Tring Sport and Leisure is catering your event we require numbers at least one week in advance. Catering is not guaranteed if this information is not provided on time.

### **Rules and Regulations Additions (Swimming Pool)**

1. All participants must shower before entering the pool to remove any grease, dirt or chemicals. Wearing a swim hat will help to protect your hair and reduce water pollution. Please also follow the Pool Rules as displayed.
2. Surfaces in the pool area are always wet, please take care and always walk.
3. Please do not swim if you have just eaten or drunk, or if you have an upset stomach. We recommend that food should not be consumed within one hour of swimming.
4. Lockers are provided for the security of your belongings. Please use them and help us keep our activity areas tidy by not bringing kit bags, coats and other items onto poolside. Lockers operate on a coin returnable basis.
5. Due to the nature of swimming activity, the wearing of jewellery is not permitted except where permission has been expressly given by the Swim Co-ordinator.
6. Open wounds should be covered with a waterproof plaster. If you have a verruca, you may still swim but please wear a protective sock – available for sale from Reception.

### **Rules and Regulations Additions (Swimming Lessons)**

1. Before you start please ensure that we are notified of any relevant medical conditions at the time of enrolment
2. Appropriate swimwear should be worn at all times.
3. The use of swimming goggles is permitted but we ask that parents/carers of young children fit the goggles prior to the start of the lesson.
4. As a member of Tring Sport and Leisure you will be provided with a free swimming hat. The colour of the hat will denote the class/level.
5. In the interests of both hygiene and identification, please wear your hat to each lesson and we ask that parents/carers of young children fit the hats prior to the start of the lesson.
6. A small number of people suffer from a 'Latex Allergy'. Should this apply to you, we will be happy to provide you with an alternative hat made from silicone. Please advise us at the time of enrolment.
7. Your place will remain secured providing you continue to pay in advance at the appropriate re-payment period or continue to pay your monthly Direct Debit subscription.
8. Parents/carers are not permitted to leave the facility whilst their child is participating in a swimming lesson.
9. For the benefit of pupils and teachers, parents are not permitted onto the poolside.

10. Pupils are requested to arrive on poolside 5 minutes (but no earlier) before the start of the lesson.
11. Parents/Guardians are requested to deliver their child(ren) to their lesson and to collect them at the end of each session. Students must be made aware that in the unlikely event their parent/guardian fails to collect them, they must contact the lifeguard immediately (Colleagues wearing yellow shirts).
12. To prevent embarrassment, please ensure that young children have visited the toilet prior to the start of the lesson.
13. The effort required within a swimming lesson can often be quite demanding. We do not recommend, therefore, undertaking any physical activity immediately prior to the lesson.
14. Approximately 5 minutes of each lesson may be allocated to administration of the lesson: the provision of information and recognition of achievement.
15. Parents – whilst keeping in touch with friends and family and conducting business is to be applauded, doing so by mobile phone whilst watching your children swim may be both distracting to instructors and children and annoying to others and should please be avoided.
16. Children who misbehave during the course of a lesson will be returned to the care of their parent/carer.
17. We are keen to see all members' progress but please remember that children, particularly, develop at different rates.
18. It is not convenient for instructors to discuss each child's progress on poolside at the end of each lesson. However, should you wish to discuss any aspect of a child's swimming progress, please complete a "Have Your Say" comments form available at Reception or visit our website: [everyoneactive.com](http://everyoneactive.com)

### **Rules and Regulations Additions (Changing Rooms)**

1. Children under the age of 8 may change in the changing room of their accompanying parent/adult, whether male or female.
2. Any articles we find, including items left in lockers at the end of the day will be removed.
3. We are required to keep most items of found clothing/equipment etc for four weeks. We do not keep items of underwear, hairbrushes and combs etc. for hygiene reasons.
4. All schools must supervise their pupils at all times.

### **Rules and Regulations Additions (Party bookings)**

1. In the event you are notified that your child or a child you have been nominated as an emergency contact for, requires collection from the Party due to sickness; an accident/injury or a behavioural issue, you are to make arrangements to collect the child as soon as possible, offering the centre an estimated time of collection.
2. Children should arrive 15 minutes prior to the start of the Birthday Party.
3. To ensure safety at all times during the Birthday Party, children will be asked to listen to instructions from the activity camp leader or party supervisor. Such instructions will include emergency evacuation procedures.
4. Children MUST be suitably clothed for the chosen activity i.e. sportswear and trainers; swimwear, with no jewellery unless it is to identify any medical condition. This also includes appropriate external clothing such as rain coats, sun hats or sun cream, dependent on weather conditions, and any changing essentials such as towel and toiletries.
5. Children must change in their respective changing rooms (unless under the age of 8) or where village changing is available, change in single cubicles.

### **Security**

1. If a facility is used for a ticketed or open public event the hirer must provide SIA qualified security. Please speak to your events manager regarding numbers as this will vary per event and venue. Failure to provide SIA security may result in cancellation at the manager's discretion.

### **Disclaimer/Limitation of Liability**

1. Tring Sport and Leisure accepts no responsibility for the loss of, or damage to, property or injury, illness or death on its premises unless caused by its own negligence.
2. Our total liability to you is limited to the fees you have actually paid for the relevant event/activity and we shall not be liable for any loss of enjoyment or wasted expenditure.
3. Personal arrangements including travel, accommodation or hospitality relating to an event which have been arranged by you are at your own risk.
4. Tring Sport and Leisure cannot be held responsible if you do not receive event information, unless such non-receipt is caused by our negligence.
5. These terms and conditions are a contract between you and us. No other person shall have any right to enforce any of the terms.
6. We may revise our terms and conditions from time to time, for example to reflect changes in relevant laws or regulatory requirements or improvements we make to Tring Sport and Leisure events and related services.
7. Facilities, services and equipment available at each venue vary. You must check with the events manager for details before making a booking. It may be possible for us to arrange additional equipment, furniture, etc. Notice of the required equipment, facilities and services must be requested at the time of the booking. Availability cannot be guaranteed for later bookings. Additional charges for extra equipment, services and facilities may apply.
8. We reserve the right to request that any person leaves an event if that person's conduct is unacceptable (in the Duty Managers reasonable opinion). No refund of fees or any other costs will be made in these circumstances.

### **Health and Safety including Emergency Procedures**

1. The hirer is responsible for providing evidence of their insurance cover (covering £5,000,000) and risk assessment(s) together with that of any exhibitor, contractor, supplier, performer or caterer whom they have instructed/authorised to appear/attend the event. All documentation must be provided at least 30 days before the event. Failure to comply may result in cancellation at the manager's discretion.
2. No equipment or harmful/flammable substances shall be brought onto site without prior permission of the Events or Manager. In cases where flammable material or matches for candles on cakes is used within a Birthday Party event, notification must be given to the Duty Manager prior to the Party commencement.
3. Any electrical equipment brought on to the site must be PAT tested in advance to ensure that is electrically safe. All electrical certifications and COSHH sheets will need to be supplied prior to permission being given. Any equipment, in the opinion of an Tring Sport and Leisure colleague, found not be safe cannot be used.
4. Set up plans and method statements must be provided when setting up equipment on site. No structural or other alterations shall be made to the fabric of the building or any furniture fixture or fittings without written permission from the events manager.
5. No banners, leaflets or posters shall be placed within the boundaries of the Centre without the approval of the Manager.

6. Fire exits must not be obstructed and not used as a method of entry. For events/activities attracting large spectator numbers, the maximum numbers permitted will be set by Tring Sport and Leisure in accordance with the site Fire Risk Assessment and Operating Procedures.
7. No gas canisters or open flame are permitted on site.
8. Young people under eight years old must be supervised by a parent or adult over the age of 18 at all times unless taking part in a supervised activity.
9. Young people under 16 years old are not allowed into the facility after 8:00pm unless accompanied by an adult or taking part in an activity.
10. Tring Sport and Leisure will provide a fully qualified first aider on site for the duration of the booking/event however during the booking process, first aid provision will be discussed with the hirer to see if additional cover is required. Please note Tring Sport and Leisure may ask the hirer to provide this additional first aid cover, dependant on the type of event/activity and potential numbers of spectators and participants.
11. We will provide hirers with relevant sections of our Normal and Emergency Operating Procedures, you as the hirer must sign to the effect that these have been read and understood.  
Should the fire alarm sound at the centre, you must immediately leave the centre by the nearest available exit and meet at the designated meeting point whilst complying with any direction from Tring Sport and Leisure colleagues.
12. You must report any accident or incident immediately to the Duty Manager at the centre.
13. The hirer shall comply with all Recreation Health & Safety regulations of Tring Sport and Leisure Ltd, and shall acknowledge they have received both Emergency and Normal Operating Procedures instructions of the centre.

## **Safeguarding**

Clubs or organisations hiring facilities to provide activities which are regulated through the provision of teaching, training, instruction, care for or supervision of children or adults at risk must provide Tring Sport and Leisure details of;

1. Club or organisation safeguarding policy
2. Name of the club or organisation safeguarding officer
3. Evidence of Disclosure and Barring Service checks completed for all coaches and Instructors

## **Privacy Policy**

1. For details of how Tring Sport and Leisure uses the personal information you provide, please see our Privacy Policy.

## **Law and Jurisdiction**

1. These Terms of Use shall be governed by and construed in accordance with the laws of England. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and your use of the site confirms your agreement to this jurisdiction. (Any cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises).
2. If any of these Terms of Use is determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms of Use are intended to be effective, then to the extent to which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining Terms of Use shall survive and continue to be binding and enforceable.

## **Comments and Feedback**

1. Tring Sport and Leisure events and activities are designed to provide an enjoyable and high-quality experience for those attending. We welcome your feedback. If you wish to speak to someone regarding the level of service, please talk to the Duty Manager immediately.
2. Any complaints should be emailed or put in writing to the site Manager via our Tring Sports Centre
3. Should your personal details change, please notify us immediately. As a valued member we would like to ensure you get all the benefits to which you are entitled, so please let us know if you change your name, address, telephone numbers or email address and we will amend our records accordingly.
4. In the event of a query regarding your membership please contact:  
[admin@tringsportscentre.org](mailto:admin@tringsportscentre.org)