

## BOOKING CONDITIONS

### GENERAL

- For regular block bookings paying the standard rate, hirers must pay the relevant invoices within 30 days of invoice issue. Non-payment of invoices will result in future bookings being suspended until all outstanding invoices are paid in full.

### CANCELLATIONS & REFUNDS

- Active Lambeth reserves the right to vary or cancel an allocation of a room/facility should reasonable circumstance arise, which includes, but not limited to, weather conditions, room/facility condition, urgent maintenance, or non-payment by hirers.
- Hire fees are not transferable or refundable other than the provision of credits in relation to the unavailability of the Active Lambeth facility because of unforeseen circumstance or an emergency.

### ONE-OFF OR INFREQUENT BOOKINGS FOR FACILITY HIRE:

- If a hirer cancels a booking less than 30 days before the hire date, they will be required to pay the full cost of the booking
- If a hirer cancels a booking more than 30 days before the hire date, they will be entitled to a full refund.
- Regular block bookers requesting a cancellation will receive a credit voucher to be used for a future room booking
- VAT exempt block bookers are not eligible for refunds. ***Please refer to VAT booking exemptions.***
- Active Lambeth will not pay compensation or be held liable for any costs arising as a consequence of the booking being cancelled by the hirer

## SAFETY & WELFARE

- All hirers making contract or regular bookings will be supplied at the time of the booking with copies of the Active Lambeth facility's Emergency Action Plan. When agreeing to the terms, the hirer is confirming that he/she have read and understood the hirer's obligations and where agreeing on behalf of a club or organization, that he/she is authorized to do so; and understands that the club or organization will be bound by the obligations that are contained therein.
- By agreeing to the terms, hirers are confirming they understand and accept their entire responsibility for safeguarding the participants that attend their sessions including having in place specific safeguarding policies and procedures that comply with the requirements of Section 11 of the Children Act 2004 and Working Together to Safeguard Children 2018.
- When requested to do so, the hirer must provide to Active Lambeth evidence of the existence and use of these policies and procedures.
- The hirer must confirm in writing to Active Lambeth the name and contact details of the hirer's nominated person who takes the lead role of safeguarding and managing concerns about children and vulnerable adults where required.
- The hirer must use its best endeavours to ensure persons employed by, or working for the hirer, has the right to work in the UK.

## CONTRACTED PERIOD

- Any Contracts for the hire of Active Lambeth facilities that are made for a period of 3 months (referred to hereafter as a Period). Where possible, contracts run by calendar months divided into normal calendar quarters as follows:
  - January to March
  - April to June
  - July to September
  - October to December
- In special circumstances, the length of the hire may be altered by agreement with the Active Lambeth management team.
- Active Lambeth team may issue a contract at any time pending availability but where possible, the contract renewal will take place in line with the calendar month Periods listed above
- On entering the contract, the hirer agrees to pay for the room or facility at the required day/time slots for all available slots within the designated Period. The contract will state the actual days of the hire and details should be checked carefully.
- If the hirer meets these contract conditions, Active Lambeth will automatically re-offer the facility and time slots for the next Period. However, Active Lambeth reserves the right to cancel or suspend any contract by giving at least one Period's notice should the need arise.
- In general, Active Lambeth will offer contract renewal at the beginning of the month prior to the contract Period. The hirer must confirm written acceptance of the new contract within 10 days or it will automatically be assumed that the hirer does not wish to renew.
- Active Lambeth reserves the right to cancel or alter a contract at short notice due to closure or part closure for emergency or unforeseen circumstances. Credits will be offered when this occurs

## LICENCES

- Where applicable, the hirer is responsible for the compliance with the terms and conditions of any licence issued by Lambeth Council or any other statutory body. Any Performing Rights Society (PRS) or Phonographic Performance Limited (PPL) or other licence payments are the full responsibility of the hirer and must be made direct to the collecting body.

## SAFETY AND SECURITY

- The hirer is responsible for ensuring the following safety rules are adhered to. The hirer MUST:
  - A. Not obstruct fire exits or allow them to be obstructed
  - B. Not bring any flammable materials or explosives on to the premises and not use or permit the use of candles or other naked flames without the express written permission of the Site Manager
  - C. Not use any equipment not expressly included (with or without charge) the Site Manager gives express permission to do so.
  - D. Provide sufficient adult supervision where the majority of the people attending are children or people with special needs. In any case, a minimum of 2 responsible adults must be present throughout the booking.
  - E. Be present or have present a nominated responsible representative as notified to Active Lambeth in advance, at the booked activity throughout the period of hire. Such person should be fully responsible for the preservation of order during the booking.
  - F. Be in possession of, and familiar with relevant emergency procedures, and know the location of the fire exits and assembly points. In the event of an emergency evacuation, you will be required to leave the premises immediately by way of the nearest available exit and follow the instructions issued by our staff on duty and/or the fire safety signs displayed throughout the premises.

Active Lambeth does not accept responsibility or liability for any damage to or loss of your property or injury or death that may occur on our premises or within the external proximity of our premises, apart from liability directly arising from our negligence or our failure to take reasonable care.

The hirer and participants shall indemnify the council against all actions/claims, demands and costs in respect to injury to a person/property arising out of or incidental to the hire and use of

our pitches, rooms and other facilities. In some cases, hirers will be required to provide suitable Public Liability Insurance (£5m) prior to bookings being accepted.

#### GENERAL CONDITIONS: BEHAVIOUR

- The hirer must obtain Film Lambeth express written permission in advance of taking any photographs or video recordings on or inside the Active Lambeth facility
- No smoking or vaping is permitted in the Active Lambeth facility and the hirer will ensure all guests or visitors associated with this booking are aware of and will comply with this rule.
- No animals (other than assistance dogs) shall be permitted into the Active Lambeth facility
- Active Lambeth will not tolerate our staff being subject to verbal abuse, intimidation, physical threats and acts of violence and reserves the right to temporarily or permanently exclude or refuse admission to the hirer, (whether that be an individual or a group or club), or any of its visitors or participants, from Active Lambeth facilities or premises immediately and in the future. We may also cancel any existing future regular bookings without granting a refund, refuse any further bookings from the hirer as well as report the individual or individuals to the police, where in Active Lambeth's sole opinion, the hirer, its visitors or participants behave in an unacceptable or anti- social manner, fail to follow reasonable instructions, abuse or misuse Active Lambeth's facility or equipment, or address Active Lambeth staff in a manner which includes abusive gestures or language.