

# HILLSBOROUGH VILLAGE CENTRE

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Users of the Centre and should be read fully prior to completing any booking form.

Hillsborough Village Centre (“HVC”) shall mean Hillsborough Community Centre Limited

The Centre: means all parts of the premises, outdoor and indoors at 7 Ballynahinch Road, Hillsborough

Users: shall mean any organization, individual(s), body (corporate or otherwise), group, entity, making a booking and using any part of the Centre and Occasional User shall mean those users who only use the Centre on an ad hoc occasional basis i.e. pay as you go customers and who don't book more than one Session at any one time

Block Booking: shall mean a booking of more than one Session at any one time

Session: shall mean any time period in any one day

### 1. **Booking and Payment of Fees:**

1.1 Payment in full on booking is required. All Block Bookings should be paid for in advance.

1.2 Users other than Occasional Users must have one representative (“User Representative”) who will be responsible for ensuring that all terms and conditions are adhered to by all users in anyway associated with their booking. That person must be the signatory to all forms and correspondence required by the HVC for booking. That person must also report to reception at the time of the allocated booking to provide confirmation of arrival and follow all signing ‘in’ and ‘out’ policies set by HVC.

1.3 Where a User has booked one Session or has booked part of the Centre for an event or is an Occasional User, HVC reserves the right at its discretion to request that a User representative is appointed and that this User Representative complies with the provisions of Condition 1.2 above and the other provisions of these Terms and Conditions.

1.4 Users must provide additional documents as reasonably requested by the Centre Manager before a booking is finalised and HVC reserves the right to request further documentation depending on the User's use of the Centre

1.5 Users must inform the Centre Manager of any change in User Representative

1.6 HVC reserves the right to cancel a booking at any time and in such cases where the cancellation is not due to any act, omission or default of the Users whose booking is being cancelled or breach of these Terms and Conditions by such users, a refund will be given in full.

1.7 Cancellations of bookings by Users or failure to show up to a booking must be paid for in full.

1.8 The fees are as set from time to time by HVC and HVC reserves the right to vary these fees at any time in accordance with HVC policy.

1.9 All bookings are personal to each user and cannot be transferred or assigned to any other User.

1.10 Each User Representative must complete all sections of the booking form supplied by HVC.

1.11 Users of the outdoor pitch areas will be required to pay a retainer fee of £50 should they wish to make a Block Booking which ends during the summer period and starts back in September/ October. This fee is not refundable and is being paid in order for HVC to hold that User's Block Booking slot wherever possible.

1.12 Users of the outdoor pitch areas during the period September until the end of April in each year may miss a maximum of 2 weeks without having to pay any fees for these missed weeks provided that they notify the Centre manager well in advance, any weeks missed over and above the 2 permitted missed weeks will be charged at the normal rates.

2. **Insurance:** Users must ensure that they hold the appropriate valid insurances including public liability and third party insurance in respect of their use of HVC and shall ensure that they hold insurance in respect of claims for damages arising out of injuries sustained by persons attending the activity/ function. Users shall produce a copy of this insurance to HVC upon request and will at all times be responsible for health, supervision, safety, security and well-being and conduct of any staff and persons attending their activity/function. See also the terms and conditions listed in Section 12 of the booking form.

3. **User:** 3.1 Users shall use the Centre only for the use which they have booked for and as permitted by HVC and in accordance with these Terms and Conditions.

3.2 Users shall not cause or do anything to cause a nuisance or annoyance to owners, staff, occupiers and other users of HVC or the surrounding properties.

3.3 Users shall comply with all regulations set from time to time by HVC and all notices, reasonable requests and instructions given to them by HVC and its staff, supervisors and representatives and volunteers.

3.4. Users shall be responsible for leaving HVC in a tidy and clean state after use, turning all lights off and ensuring that all doors are locked and windows secured at the conclusion of each activity and shall report to HVC staff immediately should any damage be caused to any part of the Centre AND it shall be the users responsibly to pay in full for all damage caused directly or indirectly as a result of their use.

3.5 No food or drink (other than sports drinks and water) shall be brought into the Centre without the permission of HVC staff and all Users shall consult with the HVC staff prior to bringing any items and materials including food and drink into HVC and shall comply with all food and drink regulations and laws set by Government, Local Council and HVC from time to time. Furthermore Users shall not display anything on the walls without the prior consent of a member of staff AND cellotape, drawing pins and other sticking devices shall not at any time be used to attach notices to walls or furnishings at the Centre. Where HVC permits Users to use any kitchen areas in the Centre each User shall ensure that they follow appropriate Health and Safety regulations and food preparation guidelines and no children shall be allowed in any kitchen area.

3.6 Users must set up and clear up within the time slot they have been allocated – NO EXCEPTIONS. HVC will close at 10.00pm unless specific arrangements are made with the HVC manager for special events. Users who are booked up until 10.00pm must ensure that they have cleared up by that time and leave the building and car park without delay

3.7 HVC opening hours are as set by the Centre from time to time and the HVC may vary these depending on the occurrence of public holidays and special events and use of the Centre.

3.8 HVC, its staff, directors, managers, volunteers reserve the right at all times to enter the Centre or any part thereof and exclude and remove from the Centre any persons found in breach of these Terms and Conditions.

3.9 Users shall comply and shall be responsible for complying at all times with all Legislation, Statutes, regulations, bye-laws, rules and guidelines set by any government, local, public authority or otherwise including compliance with all Health and Safety rules, guidelines and laws and shall observe all Health and Safety and fire procedures set by HVC at all times and users shall at no time block any fire exits or means of escape in the Centre.

3.10 Users shall ensure that the number of persons attending any activity/function does not exceed the figures approved by the Northern Ireland Fire Authority or if applicable an entertainment license.

3.11 A deposit may be required for use of the changing rooms and is only refundable if the board of directors of HVC or their representatives, staff or volunteers are satisfied that no damage has been caused and that no litter has been left behind by the users.

3.12 No smoking is permitted within the Centre building and no animals are permitted except guide dogs for the blind

3.13 No alcohol is to be sold, served or consumed at the Centre unless special arrangements are made with the Centre manager.

3.14 Any accidents that occur at the Centre must be reported to the Centre staff immediately and the accident recorded in the accident book for the Centre and each User Representative must ensure that adequate First Aid provision is made for each activity or made available in each function room. HVC shall not be liable for any losses injuries accidents occurring at the Centre as a result of the Users negligence. HVC recommends that for any activity carried out at the Centre each User Representative shall ensure that, that user group has at least one trained first aider in attendance. Further each User Representative shall ensure that they are aware of all fire safety procedures at the Centre and inform all Users of same accordingly.

3.15 Users are responsible for all Child Protection and Vulnerable Adult issues relating to their activity/function and HVC shall in no way be responsible for or monitor Child Protection or Vulnerable Adult checks for each User of the Centre.

3.16 Users are requested to wear clothing appropriate to their chosen activity/function on all occasions and non-marking, clean, sports shoes must be worn at all times on all courts. On a synthetic pitch only flat training shoes and specialist AstroTurf shoes are allowed. All users shall comply at all times with regulations issued by HVC from time to time in respect of the use of all outdoor areas, pitches and courts and it is recommended that tracksuit trousers are worn if possible for all outdoor activities.

3.17 Users MUST inform staff if anyone attending their activity/event is unable to evacuate or requires special assistance to evacuate the building in an emergency

**4. Outdoor activities:** 4.1 Users of the outdoor pitches shall not tamper with, remove or attempt to adapt or repair any equipment at the Centre including football nets.

4.2 Users of all outdoor areas recognize that such use is subject to weather conditions being appropriate for such a User and HVC reserves the right to refuse use of its facilities on occasions when adverse weather conditions such as frost occur. On such occasions Users should contact HVC in order to arrange a refund (if applicable) or re-arrange a booking slot. HVC will use its best endeavors to inform Users of cancellations due to adverse weather.

4.3 In accordance with clause 3.16 only specialist AstroTurf or flat training shoes or dimpled footwear shall be worn on outdoor pitches and on no occasion should studded or spiked footwear be used.

4.5 All users of all outdoor areas shall comply fully with all notices and regulations issued by HVC from time to time and in particular shall ensure that they comply with any codes of conduct set by the HVC including not using foul language, aggression and maintaining at all times a high standard of behavior and respect for property, staff and other users of the Centre and surrounding properties.

**5. Birthday Parties:** 5.1 Users shall comply with all regulations, notices and codes of conduct set from time to time by HVC in respect of the holding of parties.

5.2 If any photographs or videos are being taken at a party where children are in attendance then the Users shall be responsible for receiving the consent of the parents of any children at the party. If photos or videos are taken then that person taking same must register at the main reception desk, providing photographic ID and receive a pass which must be worn at all times.

5.3 If a children's party entertainer or similar service is being used then we would recommend and advise that it is the Users responsibility to ensure that all necessary child protection checks have been carried out and the User is satisfied that entertainer is from a reputable business and HVC will not be responsible in any way or liable in any manner.

5.4 The User Representative (parent/guardian) must ensure that no more than six small children use the bouncy castle at any one time. They must also ensure safe use of any other party/play equipment including but not limited to karts, trikes, scooters, footballs etc.

**6. Liability:** 6.1 HVC shall not be liable for any damage sustained to or loss or theft of any Users property and Users should take all due care to ensure all valuable items are secured properly at all times. Any items left overnight may be removed and disposed of by HVC management at their discretion.

6.2 Cars parked at the Centre car park are left at the owners risk and HVC will accept no liability for any loss or damage. The car park is for HVC Users only, save as otherwise permitted by the Centre Manager or directors at their sole discretion

6.3 HVC will not be liable for any loss due to any breakdown of machinery or equipment, failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the Centre to be temporarily closed or activities to be postponed or cancelled.

6.4 HVC will not be liable for: (a) any claim by any User in respect of their or any other Users exercise of , their use and occupation of the Centre or their conduct, negligence or omissions (b) any actions, proceedings, costs, claims and demands occasioned by or arising out of any breach of or non-compliance with any statutory or other provision resulting, either directly or indirectly, from the Users use of the Centre (c) any losses including consequential and economic loss claims demands actions proceedings damages costs and expenses or other liability which a User suffers at the Centre (d) any bodily injury harm pain or suffering happening to any person or property on or at the Centre.

7.0 **Child Protection and Vulnerable Adults:** In accordance with Condition 3.15 above HVC is not responsible for and will in no way be liable in respect of any claims made against HVC in respect of Child Protection or Vulnerable Adult related issues connected to a Users use and occupation of the Centre. It is the Users sole responsibility to ensure that adequate child protection and vulnerable adult checks have been carried out in respect of any activities carried out at the Centre involving children or Vulnerable Adults and that they have up to date child protection and Vulnerable Adult policies in place in accordance with all child protection and Vulnerable Adult related regulations and legislation. HVC will not be responsible for monitoring such checks or policies and HVC strongly recommend that each User/ User representative carry out adequate and up to date checks. See also the terms and conditions listed in Section 10 of the booking form.

#### 8.0 **Sports coaching, teaching or competition**

8.1 If the activity to be held at the Centre involves sports coaching, teaching or competition, the User Representative must confirm that the person in charge is qualified (including holding necessary valid coaching qualifications and possess valid personal liability insurance) and that the appropriate teacher/coach to participant ratio is observed.

8.2 HVC may request copies of all qualifications and coaching certificates which must be submitted to prior to the hiring being confirmed.

#### 9.0 **Equipment to be brought into the Centre**

9.1 Any equipment which is brought into the Centre by Users, members or guests, must be in a safe condition.

9.2 The User Representative agrees to indemnify the HVC against any claims, action, demands, costs or proceedings which may arise out of the use of any equipment not belonging to the HVC.

9.3 HVC may require Safety Certificates for specific items of equipment.

#### 10.0 **Musical events and music use**

10.1 Users are requested to keep the noise level to an acceptable level. Any complaints received and/or instructions given by Centre staff or evening security personnel should be immediately and fully adhered to.

10.2 Users attention is also drawn to their legal requirement under the Performing Rights Society for live musical performances and music use. Users are advised that an Entertainment Licence is required for functions involving the provision of music, singing, dancing, theatrical performances, sporting exhibitions or competitions where there is any form of monetary charge for entry to the function. Such charges include payment at the door, entry by pre-paid tickets or any form of charge for drinks, meals, etc.

10.3 In the use of the Centre, Users are not to infringe any copyright or allow any copyright to be infringed.

10.4 If the use of the Centre will involve the performance of any musical or dramatic works it will be the responsibility of the User Representative to obtain, prior to the session, the consent of the owner of the relevant copyright and pay all other fees which may be payable in respect of the function.

**11.0 Use of photographic and media equipment**

11.1 Use of photographic and media equipment by, or on behalf of the User is only permitted with the prior consent of all participants. Where the participants are children under 18 years, prior written consent must be obtained from all the parents/guardians. All responsibility for obtaining consent rests solely with the User Representative.

11.2 Permission must be sought from the Centre Manager in advance of using photographic and media equipment.

11.3 The User is not to grant broadcasting or filming rights without the prior consent of the Centre Manager. See also the terms and conditions listed in Section 11 of the booking form.

12. **Complaints**: An annual User Forum takes place providing an opportunity for user representatives to raise any minor concerns or issues. The Centre Manager and members of the Board of Directors will be in attendance and will aim to resolve any minor concerns or issues.

All formal complaints should be put in writing and addressed to:

Centre Manager  
Hillsborough Village Centre  
7 Ballynahinch Road  
Hillsborough  
Co Down  
BT26 6AR

The Manager will aim to respond to the letter of complaint as quickly as possible but no later than 14 days after the complaint has been received.

If the complainant is not satisfied with the response a further letter should be addressed to:

Board of Directors  
Hillsborough Village Centre  
7 Ballynahinch Road  
Hillsborough  
Co Down  
BT26 6AR

The Board of Directors will aim to respond to the letter of complaint as quickly as possible

13. **Terms and Conditions**: These Terms and Conditions are subject to review and may be varied or changed by HVC from time to time

**GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with Northern Irish law and the parties irrevocably submit to the jurisdiction of the Northern Irish courts.