

Innsworth Community Hall

Standard Terms and Conditions of Hire



Overview

These Terms and Conditions outlines the conditions applicable to the hiring of any aspect of the facilities of Innsworth Community Hall and describes the associated 'Hirer' responsibilities.

Who do these Standard Terms and Conditions of Hire apply to?

These Standard Conditions of Hire apply to those persons and organisations or companies who wish to use the facilities of Innsworth Community Hall and who enter into an agreement to hire the facilities at The Hall.

By confirming a booking, you give your express agreement to these terms and conditions. Any statutory rights that you may have as a consumer are not affected by these terms and conditions.

Interpretation

- i. **'The Hirer'** means the person (whether acting as an individual or on behalf of an organisation or club) hiring any part of the Hall or its facilities and shall include any person purporting to act on behalf of such hirer. No person under 18 years of age will be accepted as the Hirer and proof of identity/age may be required.
- ii. **'The Hall'** means facilities known as Innsworth Community Hall.
- iii. **'The Manager'** shall mean the employee appointed by Sportily to oversee the running of the Hall and shall include any employee deputed by The Manager to perform any particular duty.
- iv. **'The Bookings Coordinator'** shall mean the employee appointed by Sportily to oversee the bookings process for hirers of the Hall and shall include any employee deputed by The Bookings Coordinator to perform any particular duty.
- v. **'The Hall's Staff'** includes any Sportily employee, trustee, volunteer or worker.
- vi. **'The Booked Period'** means the period of time reserved for the Hirer of each session.
- vii. **'The Management'** means those appointed by Sportily to oversee the hiring of the facilities.
- viii. **'The Booking Agreement'** means the agreement entered into between the parties as part of the booking process for the hiring of the facilities. Details of the agreement are specified within the confirmation email received by Hirers. The Booking Agreement shall involve The Hirer explicitly agreeing to abide by these Standard Conditions of Hire.

1. Hire and Hirer's Responsibilities

- a) The Hirer is responsible for The Hall during the hire period. The Hall is not staffed.
- b) The Hirer must comply with all instructions provided in the 'Information for Hirers' document provided to Hirers at the point of acceptance of their booking.
- c) The hire agreement is specific to The Hirer named in the booking process and is not transferable.
- d) The Hirer should therefore question any person on site who is not known to them.
- e) During the booking process The Hirer shall provide the contact details for a 'primary contact' who should be the person normally present at The Hall during The Booked Period.
- f) The Hirer agrees to be present (by its authorised representative) for the full duration of The Booked Period and to ensure compliance in full, with these Conditions of Hire.
- g) The responsibility for The Hall is shared between all hirers who are hiring the facilities at the same time.
- h) All bookings are subject to the times stated in The Booking Agreement and entry to the facilities will be allowed only from the time specified. Sufficient time should be included within bookings to take into account of setting up and clearing away equipment and the facilities must be vacated at the end of the Booked Period.
- i) Prior to The Booked Period an Information for Hirers sheet shall be provided to The Hirer. This shall include emergency contact details.

- j) The Hirer may not use the facility for a purpose other than that agreed at the time of the booking and may not sub-let facilities or assign the booking to a third party. If facilities are used for purposes other than those stated on The Booking Agreement, the management reserves the right to terminate the booking.
- k) Sportily gives no warranty that the Premises are legally or physically fit or suitable for The Hirer's purposes and the hirer must satisfy themselves as to its suitability.
- l) The Hirer shall not use The Hall or any part thereof, for any purpose other than that stated in the booking application and for which the same is let.
- m) The Hirer shall not use any other hall, room, area or facility other than that stated on the booking.
- n) The Hirer shall not use The Hall or any part thereof outside of the time stated and agreed within the booking.
- o) The Hirer or the organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to The Hall before the date of the hiring, must be in attendance at the premises throughout the booked period.
- p) The Hirer shall report any faults, damage or lack of services e.g. water to The Manager, The Bookings Coordinator or their representative immediately.
- q) The Hirer is responsible for setting out all of their required equipment and for clearing them away afterwards. The areas hired must be left in a clean and tidy condition. This includes ensuring that any mud or litter arising from activities undertaken is removed and wiping clean table tops before they are stacked. The Hirer is responsible for checking this at the end of each booked period.
- r) The Hirer must ensure that The Hall is properly closed and locked at the end of The Booked Period in accordance with the instructions provided.
- s) The Hirer must ensure all waste is removed from The Hall at the end of The Booked Period and placed in the correct external wheelie bin (General waste/Recycling). If these bins are full, waste must be taken home by the hirer. Failure to do so will incur an extra charge.

2. General Conditions

- a) The Hirer must comply promptly with all reasonable instructions or requests made by The Manager or duty representatives of the Hall Management.
- b) The Booked Period is restricted to the period 8.00 – 23.00 (Monday-Saturday) and 8.00 – 22.30 (Sunday).
- c) Please ensure that noise levels are kept to appropriate levels. This includes limiting the volume of music amplification equipment or live music being played and asking those leaving the hall to do so quietly so as to respect our neighbours. Please ensure you review and abide by our Noise Management Plan.
- d) During the winter period (October half term through the end of the Spring term), the heating will be set to come on 30 mins before the start of The Booked Period. Please contact The Manager or The Bookings Coordinator if you require spaces to be particularly cold or warm for any reason.
- e) Users may only park their cars in the car park area. Cars parked on nearby residential streets should be considerate towards the neighbours of The Hall.
- f) Parking is available on a first come first served basis and parking cannot be guaranteed.
- g) Hirers must not prop open The Hall's doors at any time. Hirers are advised to close The Hall's doors during their booked period.
- h) The sports equipment belonging to Sportily, stored in any storage area of The Hall, is not for use by The Hirer and their users.
- i) The Hirer must refrain from any unreasonable conduct which is, or is likely to be offensive or which causes or is likely to cause annoyance or danger to any other user of The Hall, or our residential neighbours.
- j) The Hirer is responsible for ensuring users leave quietly at the end of The Booked Period. Car doors and loud talking can disturb our residential neighbours.
- k) The Hirer is responsible for ensuring that If live music is being played or music amplification equipment being used, noise levels are kept to appropriate levels with doors and windows remaining closed. Music amplification equipment in the Sports Hall must be set up to face towards the school site.
- l) The Hall is not licensed for public events under the Premises Act 2003. A license is not required for classes,

exhibitions, lectures. Depending on the planned activities of The Hirer, a Temporary Events Notice (TEN) may be required from the District Council. It is The Hirers responsibility It is The Hirer's responsibility to determine when a license is required, to obtain it and to abide by its conditions in addition to those of this Conditions of Hire.

- m) No lighting, heating, power, or other electrical fittings or appliances in the Premises are to be altered, moved, supplemented, or in any way interfered with.
- n) You may put up posters, signs or banners for the duration of your hire period provided these are only affixed to windows, doors, the wooden wall panels in the sports hall and other fittings (not on painted walls). These items should not be fixed near light fittings or radiators and must be taken down at the end of the hire period. Please use Blue/White-Tac. Do not use sellotape and pins on the walls, doors or other surfaces.
- o) The use of candles and naked flames is prohibited. This includes tea light style candles. Birthday cake candles are allowed, as long as precautions are taken
- p) Bicycles and scooters are not permitted inside the buildings of The Hall.
- q) The emergency exits must be kept clear at all times for safety purposes.
- r) Use of The Hall as a mailing address is prohibited.
- s) The Hirer must not do or cause to be done any act or omission which shall be or may be an infringement of any Common Law, act of Parliament or any Bylaw or other Statute within the United Kingdom whilst occupying the premises.
- t) The hiring does not grant any interest or estate in the Premises to The Hirer.

3. Acceptance of Bookings

- a) As specified in the booking process, bookings are made:
 - i. in consideration of the hire fee specified;
 - ii. permitting The Hirer to use the facilities of The Hall described in booking;
 - iii. for the purpose described in booking;
 - iv. for the period(s) described in booking;
 - v. in abidance with these terms and conditions made available to The Hirer within the booking process and any Special Conditions as specified by The Hall to The Hirer at any point in advance of The Booked Period.
- b) The Management reserves the right to refuse a booking application or to cancel or terminate any booking, with or without notice, at any time for any reason whatsoever without being bound to give any reason for doing so.
- c) The Hall adopts a policy of equal opportunities regardless of gender, sexual orientation, ability, ethnic or cultural background, and bookings are accepted on the understanding that the Hirer upholds this commitment to equal opportunities. Groups with a clear discriminatory purpose will not be granted acceptance of requested bookings.
- d) A copy of the Sportily Equality, Diversity and Inclusion Policy is available on request.
- e) If an application for hire is refused The Hirer may appeal in writing to The Management whose decision shall be final. The Management are not bound to explain their decision regarding the appeal decision to the Hirer.
- f) The Booking Agreement shall involve The Hirer explicitly agreeing to abide by these Standard Conditions of Hire.

4. Payment

- a) The Hall reserves the right to change its prices, but this will not affect agreements already in place.
- b) Unless specified and agreed, payments must be made in advance of the hire period in accordance with the specified terms.
- c) Failure to pay by a due date specified may result in the booking being terminated or suspended until the account is paid in full. If these matters remain unresolved then future bookings by The Hirer will not be accepted.
- d) Payments will be accepted by BACS or online payment transaction using our specified online bookings payment processing service. Cash or cheque payments are not accepted.

5. Charges

- a) Hire charges will be in accordance with the current charges laid down by The Hall. The Hall reserves the right to vary the charges at any time giving one months' notice and The Hirer will be liable to pay those charges that are current at the date for which the booking is made.

- b) The following non-exhaustive list of examples will incur additional charges:
- i. A hire commences prior to, or exceeds the allotted booking time. This will be charged at the appropriate hourly rate plus 10%. A 15 minutes 'grace period' may be extended at the complete discretion of The Hall Management, but Hirers are asked to ensure that their booking includes sufficient time to cover the setup and pack down arrangements for their booking.
 - ii. Where The Hirer has not left The Hall in a sufficiently clean, tidy and orderly condition, cleaning surcharges will apply at a minimum rate.
 - iii. Where there has been any damage to the premises or damage to, or loss of, other property of The Hall, The Hirer shall fully compensate The Hall. Two such instances by the same hirer in any 12 month period will result in cancellation of all future bookings.
 - iv. Where The Hirer is responsible for false activation of any alarms, charges will be made to recover all costs incurred.
 - v. Where The Hirer does not take their rubbish away with them, if it's not contained within the provided wheelie bins, at the end of their booked period.
 - vi. Where keys provided to The Hirer are lost, The Hirer will be responsible for the cost of replacement.

6. Variation of Bookings

- a) If you would like to change your booking in any way you should contact us to discuss this change, or submit the request through the online booking platform. Changes can be made up to 5 days before your hire period. Changes requested after this are only possible at the sole discretion of The Hall.

7. Cancellation by The Hall

- a) The Hall reserves the right to cancel a booking at any time up to and including the date of The Booked Period should they require facilities due to unforeseen circumstances, consider that the facilities are unfit for use or become aware of any fact which would not be in the interest of The Hall and its management. In the event of such cancellation as much notice as possible of cancellation will be given to The Hirer but no minimum period is stipulated.
- b) The Hall's liability to the Hirer shall be limited to any hire charge paid in respect of a hiring that is cancelled by The Hall which will be refunded, with the exception of a cancellation arising through the failure of the Hirer to comply with the Conditions of Hire when a full charge may be made.
- c) Refunds will not be made to individuals where The Booking Agreement is in the name of a school, club, company or organisation.
- d) The Hall will not be liable for any expenditure incurred or loss sustained by the Hirer, directly or indirectly, as a result of a refusal, cancellation or termination.

8. Cancellation by the Hirer

- a) Cancellation must be received by The Bookings Agent in writing (email is acceptable) at least 7 days before The Booked Period or full charges for that booking will be retained.

9. Access

- a) Hirers will be provided with the 4 digit code for the padlock on the car park gate as part of their booking arrangements. Hirers must not share this code with anyone else and should keep the padlock locked closed, with the code scrambled, when the gate is left open.
- b) Access to The Hall is via the entrance door at the front of the building.
- c) Arrangements will be made with The Hirer prior to their booking, to enable access to The Hall and information provided to facilitate this. Arrangements may involve a set of keys being provided to The Hirer.
- d) Where The Hirer is responsible for a set of keys they must inform The Manager or The Bookings Coordinator if these become compromised at the earliest opportunity.
- e) Where The Hirer is responsible for a set of keys, these should be returned in accordance with the instructions given at the point of their release by The Manager or The Bookings Coordinator. Keys remain the sole property of Sportily.
- f) Keys provided may only be used to access The Hall for The Booked Period and at no other time without prior agreement with The Manager.

10. Safeguarding

- a) The Hirer undertakes to ensure that all measures possible will be enforced to comply with the requirements of The Children Act 1989 and The Home Office Code of Practice entitled "Safe from Harm" and any statute or Code of Practice replacing or modifying the same.
- b) Where The Hirer is an organisation or company and where children under the age of 18 will be present at the activity taking place within The Booked Period, with or without the parent or guardian being present, The Hall expects the following:
 - i. The Hirer to have a Safeguarding Policy in place and to make this policy available on request.
 - ii. The Hirer to have a named Designated Safeguarding Lead within their organisation.
 - iii. Safer Recruitment processes to have been undertaken in the recruitment of all volunteers and staff in and for those in eligible roles, for this to have included the performing of a DBS check in line with the requirements of the DBS. Evidence of this should be provided to The Hall on request.
- c) The Hirer should be aware that they may not be the sole user of The Hall during The Booked Period and that they are responsible for the safe supervision of those attendees for whom they are responsible. Due regard should be paid to users who may be accessing shared areas and facilities, such as toilets and corridors of The Hall during The Booked Period.
- d) Information about Sportily's commitment to Safeguarding and a copy of our policy can be found here: www.sportily.org.uk/safeguarding.

11. Supervision

- a) The Hirer is responsible for the supervision of their use of the Hall for the purpose stated in their booking application. The hirer is responsible for stewarding, admission and removal of those attending the hiring and shall provide a sufficient number of suitably competent persons to carry out these responsibilities.
- b) The Hirer must ensure that the maximum number of people attending the hiring does not exceed the specified safe and that the supervision ratios for specific facilities/activities are adhered to. Failure to comply will be considered a breach of Health and Safety regulations and may result in the booking and any future bookings being terminated.
- c) Children under the age of 18 must be supervised at all times and the person responsible for the activity must be in attendance at The Hall prior to any under 18's.

12. Admission and Removal

- a) The Hall retains the right to refuse admission or to remove/eject, or direct the Hirer to do so, any person who is contravening the Conditions of Hire or acting in an anti-social or dangerous manner during the hiring.
- b) The hirer must comply with all reasonable requests and directions given by members of The Hall's staff and allow them access to facilities at all times. The Hall reserves the right to halt or terminate the hiring in an emergency or if the Conditions of Hire are Contravened.
- c) When so required the users shall vacate the premises promptly and in an orderly manner.

13. Insurance and Risks

- a) Hirers shall indemnify The Hall from and against any claim for damages, costs or expenses which may be made against The Hall in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by The Hirer or persons using any of The Hall as a result of the hiring.
- b) The Hirer is responsible for the preservation of good order and shall fully compensate The Hall for any damage to the premises or any damage to, or loss of, other property of The Hall of whatsoever description arising out of, or incidental to the hiring.
- c) The Hirer is responsible for insuring their property and equipment against all usual risks.
- d) Where The Hirer is an organisation or company, The Hall expects The Hirer to have suitable and sufficient Public Liability Insurance and Hirer's Liability Insurance in place and to provide a copy of the certificate on request.
- e) The Hall does not accept responsibility for any clothing, or articles left by the Hirer; their guests, servants, agents or any member of the public or any property during the period of hire.

- f) Public Liability Insurance is only valid for the rooms booked during the booked period and where these terms and conditions are not breached by The Hirer.
- g) Hirers shall indemnify The Hall from and against any claim relating to the hire of inflatables used by The Hirer in The Hall in respect of personal injury, death or loss. The Hall's insurance does not cover the use of inflatables within The Hall and we suggest you speak to your hiring company or organisations insurance prior to using inflatables within The Hall.
- h) A copy of The Hall's insurance policies are available to hirers on request.

14. Health and Safety

- a) Use of The Hall and of all equipment is permitted entirely at the users own risk. The Hall shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of The Hall or its equipment or of the negligence of The Hall.
- b) The Hirer is advised to bring a charged mobile phone with them for use in the case of emergency, but depending on the network coverage you may need to leave the building in order to use it.
- c) The Hall has a No Smoking or Vaping Policy which extends to the whole of the site and its grounds, including the car park and bookings are accepted on condition that the Hirer adheres to this policy. Hirers are responsible for ensuring that this policy is enforced.
- d) The Hirer must report accidents, near accidents or dangerous occurrences to The Manager as soon after the incident as is possible and an accident form must be completed.
- e) The Hirer is responsible for ensuring that they carry out their own Risk Assessment for their activities within and use of The Hall. This should be made available to The Hall on request.
- f) The nearest defibrillator is located next door at Innsworth Junior School.
- g) The Hirer is responsible for ensuring that they comply with all current Government health conditions and guidance. Where necessary protective hygiene measures must be put in place for the duration of The Booked Period. Please refer to Gov.uk for specific health and safety requirements relating to Covid-19 or other transmissible infectious disease.
- h) The Hirer is required to make themselves aware of the Fire Regulations and emergency evacuation procedure for The Hall. In an emergency, if Hall staff are present their instructions must be followed.
- i) The Hirer must ensure that no passageways, doors or fire exits from or within The Hall are blocked or obstructed and that fire appliances are not removed or tampered with.
- j) Fire, candles or appliances with naked flames are not permitted in the Hall.
- k) The Hirer must ensure that no animals, excluding guide or hearing dogs, are allowed into The Hall without permission from The Manager.
- l) The Hirer must comply with all relevant health and safety and food hygiene legislation when using the kitchen facilities.
- m) The Hirer is responsible for ensuring that the activities undertaken during The Booked Period are led by those who possess qualifications that are appropriate for the activities being delivered.
- n) When tables etc. are laid out in the hall consideration must be given to the provision of passageways between the rows which must be of sufficient width to allow access to disabled persons and wheelchairs, and especially egress in an emergency.
- o) The Hirer must conduct the hiring in a safe, orderly and lawful manner in accordance with any relevant by-laws, regulations, licenses and/or Conditions of Hire.
- p) The Hirer shall indemnify The Hall and its employees against all claims, demands, actions or proceedings in respect of the death of or injury to any persons or damage to or loss of property belonging to any persons arising out of any act on his part or the part of any other user under his care or control whilst occupying The Hall.

15. Upon Discovering a Fire

- a) Raise the Alarm by shouting 'FIRE' and using any means available.
- b) Call the Fire Brigade - dial 999.

- c) On Hearing the Alarm – evacuate the building as quickly as possible in an orderly manner, using the nearest fire exit route. NB: Users should only take personal belongings if they are immediately available.
- d) Fire extinguishers are provided and should be used to maintain and/or clear the escape route if required.
- e) Disabled and less able-bodied people should be given every assistance during the evacuation procedure to exit the building to the fire assembly point or to the designated safe refuge point.
- f) On arrival at the Fire Assembly Point, keep together and identify any missing persons attending your event and report immediately to the fire brigade.
- g) It is essential that The Hirer familiarises themselves with the fire escape routes and location of the Fire Assembly Point when using these facilities and makes this information known to users.

16. Clothing and Footwear

- a) The Hirer must ensure that appropriate clothing and footwear are worn for specific activities (e.g. non marking soles).
- b) Cultural considerations and the specific needs of disabled people will be respected.

17. Notices

- a) Fly posting is not permitted and no posters, signs banners or other display materials may be fixed to any internal or external doors, walls, windows or Hall notice boards without prior permission from The Manager.
- b) Do not use sellotape, Blu-tac and pins on the walls, doors or other surfaces. White-tac may be used so long as it is used appropriately and considerately and removed after use.
- c) The Hirer is permitted to put up posters, signs or banners for the duration of The Booked Period provided these are only affixed to windows, doors and other fittings (not walls). These items should not be fixed near light fittings or radiators and must be taken down at the end of The Booked Period.

18. Broadcasting, Film and Photography

- a) Sound or television broadcasting, filming or photographic rights cannot be exercised without prior permission from The Manager. If such permission is given, The Hall reserves the right to be party to any negotiations and to share any income and publicity derived.
- b) If copyrighted films, or film clips are to be shown then the Hirer must ensure that they, or the provider of that entertainment, has the appropriate PVSL license in place.
- c) It is The Hirer's responsibility to determine which licenses are required and to obtain them.
- d) The use of cameras, video and other photographic equipment is permitted at The Hirer's discretion.

19. Catering

- a) Alcohol may only be served or sold at the premises with prior permission from The Manager. If alcohol is to be sold then an appropriate license must be obtained ([Temporary Events License](#)). We expect the Hirer to encourage and promote responsible drinking and to ensure the safety of all people attending The Hall and The Hall's equipment and Buildings. Alcohol must not be sold or served to under 18's.
- b) We do not allow alcohol to be served at 18th birthday parties due to the increased risk of under-age drinking from guests under the age of 18.
- c) The Hirer must ensure that if the kitchen has been hired as part of the booking and is used, it is left in a clean and tidy condition. Cleaning of the cooker, sinks, etc. is the responsibility of the Hirer.
- d) If the user wishes to use their own equipment in the kitchen, this should not be left on the Premises. A charge may be made where the Hirer leaves the facility or equipment in a damaged or unusable state. The cost of such repair or replacement shall be assessed by The Management whose decision shall be final.
- e) The Hirer must ensure that any food preparation conforms to the Food Safety (General Food Hygiene) Regulations and that, in applicable circumstances, those preparing food hold a Food Hygiene Certificate.
- f) The Hirer using the fridge must remove all foodstuffs at the end of their session and ensure that the fridge is left in a clean condition.
- g) All crockery, cutlery and cookware is to be cleaned and put away.
- h) The Hirer shall ensure that no one aged under 18 enters the kitchen without permission. Under 18's must be

supervised within the kitchen at all times.

20. Equipment

- a) The Hirer will be held responsible for damage to equipment / fittings/ furnishings and premises unless deemed to be reasonable/ acceptable wear and tear and must pay The Hall the cost of repairing or making good any damage arising from the hiring.
- b) All electrical appliances brought into The Hall for use must have a current Portable Appliance Test (PAT) certificate.
- c) If the Hirer is booking an external provider to attend their booking, who will bring equipment with them, then it is the Hirer's responsibility to check that the equipment being brought to The Hall is safe, fit for purpose and has a current Portable Appliance Test (PAT) certificate. Failure to make this check may result in The Hall refusing to allow that provider to use that equipment in the venue.
- d) The Hirer is responsible for setting out all of their required equipment and for clearing them away at the end of The Booked Period. The Hirer must ensure that they do not drag tables/chairs or other items across the floor.
- e) The Hirer is responsible for checking that toilets are left clean and tidy. The toilets are cleaned by The Hall regularly. Any issues with the toilets should be reported to The Manager. Disposables or nappies must not be flushed down the toilets. All soiled nappies should be taken away from the premises as a nappy disposal service is not available. Health and Safety laws dictate that no soiled nappies are placed into our rubbish bins or down the toilet.

21. Personal Property

- a) The Hall will not make good or accept responsibility for the loss, theft or damage of or to property of the Hirer brought into or left in the Hall.

22. Data Protection

- a) The Hall shall, during the booking process, collect data relating to the booking, in line with GDPR. A Privacy Notice is provided as part of the booking process and all data collected is handled in accordance with it.

23. Exclusions

- a) The Hirer shall only be excluded from the terms of these terms and conditions of hire, either in full or part, with the express permission, in writing, from The Manager or The Management.

24. Breach of Conditions

- a) Any Hirer breaching or causing to be breached any of these terms and conditions of hire shall be required to leave The Hall forthwith and shall forfeit any charge paid by them and may forfeit the right to hire The Hall in the future.
- b) The Hall shall not be liable for breach of contract or to be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

25. Warranties and representations

- a) You warrant and represent to us that:
 - i. you are legally capable of entering into binding contracts;
 - ii. you have full authority, power and capacity to agree to these terms and conditions; and
 - iii. all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
- b) We warrant to you that any services we may supply to you under these terms and conditions or in connection with a booking will be supplied with reasonable care and skill.
- c) All of our warranties and representations relating to bookings are set out in these terms and conditions. To the maximum extent permitted by applicable law, all other warranties and representations are expressly excluded.

26. Limitations and exclusions of liability

- a) Nothing in these terms and conditions will:
 - i. limit or exclude any liability for death or personal injury resulting from negligence;
 - ii. limit or exclude any liability for fraud or fraudulent misrepresentation;

- iii. limit any liabilities in any way that is not permitted under applicable law; or
- b) exclude any liabilities that may not be excluded under applicable law, and any statutory rights you may have as a consumer will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- c) The limitations and exclusions of liability set out in this section and elsewhere in these terms and conditions:
 - i. are subject to the section above; and
 - ii. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- d) We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- e) Our aggregate liability to you in respect of a contract under these terms and conditions shall not exceed the total amount paid and payable to us under that contract.

27. Force majeure

- a) If a force majeure event gives rise to a failure or delay in us performing any obligation under these terms and conditions, that obligation will be suspended for the duration of the force majeure event.
- b) If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing any obligation under these terms and conditions, we shall:
 - i. promptly notify you; and
 - ii. inform you of the period for which it is estimated that such failure or delay will continue.
- c) If the performance of our obligations under these terms and conditions is affected by a force majeure event, we shall take reasonable steps to mitigate the effects of the force majeure event.

28. Variation

- a) We may revise these terms and conditions from time to time by publishing a new version.
- b) A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

29. Assignment

- a) You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- b) You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

30. No waivers

- a) No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- b) No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

31. Severability

- a) If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- b) If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

32. Third party rights

- a) A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- b) The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

33. Entire agreement

- a) These terms and conditions, together with booking information available from us, shall constitute the entire agreement between you and us in relation to The Booking Agreement.

34. Law and jurisdiction

- a) These terms and conditions shall be governed by and construed in accordance with English law.
- b) Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of England.

35. Statutory and regulatory disclosures

- a) We will not file a copy of these terms and conditions specifically in relation to each Hirer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available. We recommend that you consider saving a copy of these terms and conditions for future reference.
- b) These terms and conditions are available in the English language only.

36. Complaints

- a) Any complaint arising out of the hiring must be made in writing to The Manager and will be dealt with through the Sportily Complaints Policy which is available on request.
- b) The Manager will endeavour to respond to any complaint within 7 days.