

Terms and Conditions of Hire of Club Cheadle Hulme Facilities

1. These Terms

1.1. **Please read these terms carefully before you sign the Sports Facilities Booking Agreement Form overleaf.**

These terms tell you who we are, how we will provide the services to the Hirer (“you”), how you and we may change or end the contract, what to do if there is a problem and other important information.

- 1.2. We are Club Cheadle Hulme, a trading name of The Laurus Trust, a limited company registered in England and Wales (registered number 07907463), whose registered office address is Cheadle Hulme High School, Woods Lane, Cheadle Hulme, Cheadle, Cheshire SK8 7JY (“we”, “us”, “our”).
- 1.3. You can contact us by telephoning our customer services team on 0161 486 4900 or by writing to us at enquiries@clubcheadlehulme.co.uk
- 1.4. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us in your Sports Facilities Booking Agreement Form overleaf.
- 1.5. When we use the words “writing” or “written” in these terms, this includes emails.

2. Premises and Facilities

- 2.1. In consideration of the Fee, we shall permit the Hirer to access and use the Premises, Facilities and Equipment for the Hire Period solely for the Activities.
- 2.2. We shall provide such information and assistance as is reasonably required by the Hirer in connection with this Agreement.
- 2.3. The Hirer shall at all times:
- 2.3.1. comply with such guidelines, instructions and regulations as may be notified by us to the Hirer from time to time including those relating to the Premises, fire safety, Facilities and Equipment;
- 2.3.2. leave the Premises, Facilities and Equipment in the same state of cleanliness, repair and tidiness as on arrival;
- 2.3.3. not use the Premises, Facilities or Equipment for any purpose other than providing the Activities;
- 2.3.4. comply with all applicable laws, regulations and codes of practice when carrying out the Activities or using the Premises including those in relation to health and safety and safeguarding of children and vulnerable adults;
- 2.3.5. provide its own staff to provide the Activities and ensure that all such staff are suitably qualified for their roles;
- 2.3.6. ensure that any staff, contractors or visitors that the Hirer permits to access or use the Premises, Facilities or Equipment (other than our employees,

agents or contractors) comply with this Agreement to the extent applicable;

- 2.3.7. be liable for the acts and omissions of any staff, contractors or visitors that the Hirer permits to access or use the Premises, Facilities and/or Equipment (other than our employees, agents or contractors);
- 2.3.8. not make any alterations to the Premises, Facilities and all equipment (including the Equipment) or remove any property belonging to us or a third party;
- 2.3.9. promptly notify our staff of any damage caused to the Premises, Facilities and/or Equipment;
- 2.3.10. not sub-let or sub-license the Premises;
- 2.3.11. not obtain catering services without our prior written consent;
- 2.3.12. refrain from acts or omissions that may damage our reputation or the reputation of Cheadle Hulme High School or The Laurus Trust;
- 2.3.13. not do or omit to do anything that places us or The Laurus Trust in breach of any applicable laws or regulations;
- 2.3.14. unless agreed otherwise in writing by us, The Hirer acknowledges that we do not endorse and we are not responsible for the activities undertaken by the Hirer and the Hirer shall not do anything to imply or cause others to believe otherwise; and
- 2.3.15. unless agreed otherwise in writing by us, The Hirer shall not use our name or Cheadle Hulme High School or the Laurus Trust name or logo in any publicity or marketing (including on any website).
- 2.4. We may refuse admission to a person or insist that a person leaves the Premises if we believe (acting reasonably) that such person is a security or safety threat to the Premises or others, or their behaviour is otherwise unacceptable.

3. Warranties

Each party warrants to the other party that it has the power and authority to enter into and perform its obligations under this Agreement.

4. Insurance

- 4.1. The Hirer shall maintain insurance during the term of this Agreement with a reputable insurer against all risks and liabilities which may arise under this Agreement or otherwise in connection with the Activities including public liability insurance cover for bodily injury and property damage arising in connection with this Agreement, including as a result of the acts or omissions of the Hirer and/or its employees, agents and sub-contractors for an

insured amount of not less than £5 million for any one occurrence.

- 4.2. The Hirer shall provide evidence of such insurance and a receipt of the premium to us upon request.
- 4.3. Upon our request, the Hirer shall ensure that the Laurus Trust's name and interest are noted on the Hirer's insurance policy and the Hirer shall not do (or omit to do) anything which would invalidate any such insurance policy or prejudice our entitlement or benefits thereunder.

4. Fees and Payment

- 4.1. Unless agreed otherwise by us in writing, the Hirer shall pay invoices within 30 days of the date of the invoice; or for recurring or long term hires, we reserve the right to invoice the Hirer for the full Hire Period and the Hirer agrees to pay monthly fees in advance by Direct Debit.
- 4.2. If the Hirer does not pay any Fees when due we shall reserve the right, at our sole discretion, to either suspend or terminate this agreement at any time by writing to you if you do not make payment within 7 days of us reminding you that payment is due.
- 4.3. The Hirer shall pay all amounts due under the agreement in full without any deduction, set-off or withholding except as required by law.

5. Cancellation

- 5.1. We may terminate this agreement upon written notice to the Hirer where the Premises, Facilities and/or Equipment are required for our or Cheadle Hulme High School activities. We shall use reasonable endeavours to provide at least 7 days' notice of any such termination or failing that, such notice as is reasonable practicable in the circumstances. In the event of such a termination, the remedies set out in clause 7.5 shall apply.
- 5.2. The Hirer shall be entitled to cancel this Agreement at any time upon prior written notice to us giving a minimum 30 days' notice. If less than 30 days' notice is given, the full Fee is due.
- 5.3. If the Hirer has already paid the Fee in full to us prior to such cancellation, we shall refund a proportion of the Fee due to the Hirer.

6. Term and Termination

- 6.1. This Agreement shall begin on the Commencement Date and subject to earlier termination shall remain in full force and effect until the expiry of the Hire Period on the End Date.
- 6.2. A party may terminate this Agreement with immediate effect by giving notice of termination to the other if the other party:
 - 6.2.1. is in Material breach of this Agreement and either such breach is irremediable or where such breach is capable of remedy it has not remedied such breach within 7 days of such notice;
 - 6.2.2. has any action, legal proceedings or other procedure or step taken by any person in any jurisdiction in relation to or with a view to:

- a) A composition or arrangement with any creditor of such party;
- b) The appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of such party or any of its assets;
- c) The enforcement of any security over any assets of such party;
- d) The commencement of any analogous procedure or step in relation to the such party in any jurisdiction other than England and Wales; or
- e) Ceases to carry on business.

- 6.3. If this Agreement is terminated due to any default of the Hirer, we may immediately cease the Hirer's access to the Premises, Facilities and/or Equipment and may demand the outstanding elements of the Fee (if any) and all other costs payable under this Agreement which shall immediately become payable by the Hirer to us upon such termination and shall constitute a debt from the Hirer to us.
- 6.4. On termination or expiry of this Agreement:
 - 6.4.1. Save as provided below, each party's rights, liabilities and obligation under this Agreement shall cease;
 - 6.4.2. Each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon or remain in force following the termination or expiration of this Agreement shall survive (including under clauses 5.2, 6.4, 7, and 8).
- 6.5. Termination or expiry of this Agreement for whatever reason, shall not affect any rights, claims or liabilities which arose prior to such termination or expiration.

7. Liability and Indemnities

- 7.1. Nothing in this Agreement limits or excludes the liability of either party for:
 - 7.1.1. death or personal injury resulting from negligence;
 - 7.1.2. fraud or fraudulent misrepresentation; or
 - 7.1.3. any other liability which cannot be excluded or limited by applicable law.
- 7.2. Subject to clause 7.1, we will not be liable or responsible for:
 - 7.2.1. any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside our reasonable control;
 - 7.2.2. any injury, loss or damage to personnel, property or vehicles of any person using the Premises, Facilities and/or Equipment save to the extent it arises from our negligence or the negligence of our employees, agents or contractors.
- 7.3. Subject to clause 7.1 our total liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising in connection with this Agreement shall be limited in aggregate to the Fees paid or payable by the Hirer under this Agreement.

- 7.4. Subject to clause 7.1:
- 7.4.1. No party to this Agreement shall be liable for indirect losses; and
- 7.4.2. We shall not be liable for loss of profits, business revenue or goodwill; third party claims; or damage to reputation.
- 7.5. Subject to clause 7.1, in the event that the Hirer is unable to access or use the Premises or any Facilities or Equipment in whole or part due to a failure by us, the Hirer's sole remedy (at our discretion) shall be:
- 7.5.1. A refund of the Fee relating to such Premises, Facilities or Equipment (on a pro rata basis);
- 7.5.2. The provision of access or use of substantially similar Premises, Facilities or Equipment on future occasions.
- 7.6. The Hirer shall indemnify and keep indemnified us (and our employees and agents) against all losses, liabilities, damages, fines, costs and expenses (including legal and other professional expenses) incurred us in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from:
- 7.6.1. Any third party claims; or
- 7.6.2. Property damage arising out of the Hirer's (or its employees, agents or contractors') access to or use of the Premises, Facilities and/or Equipment.
- 7.7. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8. Force Majeure

Save in respect of the payment of the Fee, neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay arises due to reasons beyond that party's reasonable control provided always that the party so affected promptly notifies the other of the cause and likely duration of the failure or delay.

9. General

- 9.1. Nothing in this Agreement is intended to establish any partnership or joint venture between parties, make any party an agent or employee of another party nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 9.2. Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by applicable law or in equity.
- 9.3. The invalidity or enforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- 9.4. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreements between the parties relating to the same subject matter. Each party agrees that in entering into this Agreement it does not rely on, and shall have no remedy

in respect of, any statement representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to an Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause will operate to limit or exclude any liability for fraud.

- 9.5. No variation to the terms of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party.
- 9.6. A waiver of any right under this Agreement is only effective if it is in writing and signed by an authorised representative of each party. Any failure by either party to enforce any one or more of the terms of, or rights arising pursuant to, this Agreement shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under this Agreement.
- 9.7. This Agreement (and the licence to occupy granted by this agreement) is personal to the Hirer. The Hirer shall not assign, novate, declare a trust over or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Club Cheadle Hulme (not to be unreasonably withheld or delayed).
- 9.8. This Agreement (and any dispute or claim arising out of or in connection with it) is governed by English law and each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this agreement.

10. Interpretation

In this Agreement:

- 10.1. The Activities, Commencement Date, End Date, Facilities, Equipment, Fee, Hire Period and Premises shall be set out on the Sports Facilities Booking Agreement Form attached to these Terms and Conditions;
- 10.2. Headings are included for convenience and shall not affect the construction or interpretation of this Agreement;
- 10.3. This Agreement includes the Sports Facilities Booking Agreement Form and these Terms and Conditions;
- 10.4. Reference to a clause shall (unless expressly provided otherwise) be a reference to a clause of this Agreement;
- 10.5. Reference to any statute, law, statutory instrument, regulation or other instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof;
- 10.6. Reference to the singular shall include the plural and vice versa and reference to one gender shall include all other genders;
- 10.7. Reference to a person shall unless context otherwise requires, include individuals, partnerships, companies and all other legal persons; and
- 10.8. The words include and including and like words and expressions will be construed without limitation unless inconsistent with the context.

11. How we may use your personal information

11.1. We will use the personal information you provide to us to:

- 11.1.1. provide the Block Booking;
- 11.1.2. process your payment for your booking;
- 11.1.3. unless you opted out of this Agreement, to inform you about offers that we provide, but you may stop receiving these communications at any time by contacting us; and

11.1.4. To comply with statutory obligations.

11.2. We will only give your personal information to other third parties:

- 11.2.1. to allow us to service your booking and communicate with you; for example, financial institutions to process payments, and freelance personal trainers when you sign up to classes
- 11.2.2. where the law either requires or allows us to do so.