



## **NPCSC HIRE TERMS AND CONDITIONS**

### **Definitions used in these Hire Terms and Conditions**

“Athletics Facilities” means the athletics track and facilities at Norman Park Community Sports Centre.

“Attendees” means persons attending the event for which the Athletics Facilities have been hired (including the Hirer’s servants, agents and contractors).

“Booking Fee” means the agreed charge for hiring the facility which is set out in the ‘Offer of Hire’ form.

“Date of Hire” means the date on which the Athletics Facilities are hired and permitted to be used by the Hirer.

“Hirer” means the person hiring the Athletics Facilities from NPTM.

“Juniors” means persons under the age of 18.

“Material Breach” means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to NPTM.

“NPTM” or “we” means Norman Park Track Management Limited (and “our” shall be construed accordingly).

“Start Time of Hire” and “Finish Time of Hire” mean (respectively) the commencement and expiry of the period of hire, which shall be specified in the ‘Offer of Hire’ form.

### **Introduction**

1. Any hiring of the Athletics Facilities is subject to the following terms and conditions and to the **Terms and Conditions Applicable to All Visitors**, each as may be amended by us from time to time by posting the amended version on our website: <https://npcsc.co.uk/terms-conditions/>
2. Applications to hire the Athletics Facilities may only be made on the ‘Request to Hire’ form which is current at the time of application and published on our website at <https://npcsc.co.uk/track-hire/>

### **The Hirer**

3. The person by whom the ‘Request to Hire’ form is signed must be over 18 years of age.
4. Where the signatory is entering into the hire on their own behalf, the signatory is the Hirer.

Where the signatory is entering into the hire on behalf of a company, body corporate, limited liability partnership, partnership, or association, the signatory warrants that they are authorised to do so (by signing the ‘Request to Hire’ form), and the Hirer shall be (respectively) the company, body corporate, limited liability partnership or each member of the partnership or association. If the signatory is not so authorised, he or she accepts personal liability for the hire.

## **Conclusion and confirmation of the hire booking**

A firm hire booking will only be concluded and confirmed by us if we have issued an 'Offer of Hire' form to the Hirer, and the Hirer has accepted the said Offer in writing by email within 14 days of the date thereof.

### **Use of the Athletics Facilities**

5. The Hirer shall not sub-let or assign the right to use the Athletics Facilities.
6. The Hirer shall only be entitled to use those facilities offered in the 'Offer of Hire' form issued by NPTM and only for the period on the Date of Hire between the Start Time of Hire and the Finish Time of Hire stated therein. For the avoidance of doubt:
  - (1) The Hirer may only set up or dismantle equipment on the Date of Hire and during the period of hire, not before the Start Time of Hire or after the Finish Time of Hire.
  - (2) The Hirer is not entitled to enter the Athletics Facilities at any time prior to the Start Time of Hire. The Hirer should inform all Attendees that there will be strictly no admission prior to the Start Time of Hire on the Date of Hire.
  - (3) The Hirer and all Attendees shall leave the Athletics Facilities by the Finish Time of Hire.
  - (4) The Hirer may request an extension of the Finish Time of Hire, but it is in the sole discretion of NPTM whether to grant an extension and on what terms.
  - (5) NPTM has the right to require the Hirer to pay an additional charge for any overrun of the Finish Time of Hire.
7. The Hirer shall not (without first obtaining our written permission) use the Athletics Facilities, or cause or permit them to be used, for any purpose other than that specified in the 'Offer of Hire' form issued by NPTM.
8. The Hirer acknowledges our right and that of our employees, directors, officers and authorised representatives to enter the Athletics Facilities at all times upon producing evidence of their identity.

### **Sports Equipment**

9. The Hirer is entitled to use our sports equipment, if it is included in the scope of hire identified in the 'Offer of Hire'.
10. The Hirer must not under any circumstances lend, hire or sell any of our sports equipment or take it away for use outside the Athletics Facilities.

### **Responsibility and Liability of the Hirer**

11. The Hirer shall be responsible for payment of the Booking Fee and any additional charges relating to the Hire.
12. For Account holders only we will invoice the Hirer for the Booking Fee and any additional charges relating to the hire, after the event. The sums invoiced must be paid within 30 days of the date of the invoice. NON-Account holders will pay the full hire charge at least 24 hours before the start of hire.

13. In the case of events involving Juniors, the Hirer is responsible for ensuring that:
  - (1) adequate adult supervision is always provided; and
  - (2) at least one responsible adult is assigned to ensure that no damage is caused to any of the lavatory facilities located in the centre.
14. Where the Hirer is a school, it must ensure that its staff always supervise its pupils. In particular, the Hirer is responsible for ensuring that at least one responsible adult is assigned to ensure that the lavatories located in the centre are kept, clean, tidy and free from damage (fair wear and tear excepted).
15. The Hirer shall be responsible for the observance of these terms and conditions and of the **Terms and Conditions Applicable to All Visitors**, including the observance of the same by all Attendees.
16. The Hirer shall be responsible for the safety of all Attendees.
17. The Hirer shall at all times whilst at the Athletics Facilities:
  - (1) follow (and ensure that all Attendees follow) promptly and courteously the directions of our employees or authorised representatives regarding access, supplies, parking and movement of vehicles, obstruction and power cables;
  - (2) safeguard and keep free from damage the track, runways, pathways, all the buildings and items of property or equipment located at the Athletics Facilities.

Any accident, damage or injury shall be reported by the Hirer to the track staff immediately.

18. The Hirer shall be liable to NPTM for any damage to the Athletics Facilities or to any of their contents and/or for any personal injury to any of our employees or authorised representatives or to any other visitors occurring in connection with the hire and caused by:
  - (1) the Hirer; and/or
  - (2) any Attendee (the liability of the Hirer in such case being joint and several with that of the individual in question).
19. The Hirer shall indemnify and hold NPTM harmless against any and all loss, damage, expense, liability, claims or proceedings of any nature relating to the physical loss or damage of any property and/or the personal injury or death of any person and/or the infringement of any rights whatsoever of any person, occurring in connection with the Hirer's hire of the Athletics Facilities, save where the loss, damage, injury or death has been caused by our negligence.

### **Spikes**

20. "Pyramid" Spikes or Spikes in excess of 6mm may **not** be used on the track.

### **Sale of Goods on Site**

21. The sale of goods other than programmes is not permitted at the Athletics Facilities without our permission.

### **Timetable or Programme of Events**

22. A timetable or programme of events should be submitted, if possible, with the 'Request to Hire' form or at least three days prior to the Date of Hire, so that our staff may make such plans or arrangements as may be necessary to assist with the planned events.

### **Refreshments**

23. Refreshments will be available at the Athletics Facilities No refreshments are to be sold at the Athletics Facilities without the permission of NPTM.

### **First Aid**

24. The Hirer is responsible for making provision for First Aid. We are not responsible for meeting this requirement.

### **Cleaning, Waste or Graffiti Removal, Repairs and Replacements**

25. The Hirer must ensure that all areas of the Athletics Facilities which have been used by the Hirer and any Attendees are left tidy, clean, and free from damage (fair wear and tear excepted).
26. The Hirer shall be responsible to bear the cost of any cleaning, waste or graffiti removal, repair or replacement of property or equipment at the Athletics Facilities which is undertaken by our staff or at our expense as a result of the event. Any such cost shall be charged to the Hirer by way of additional charge.
27. Where the Hirer provides school lunches to pupils or provides or permits parent, guardian or other spectator to bring picnics on site, there will be a charge of £50.00 to cover the costs of disposal of rubbish.

### **NPTM's Liability**

28. NPTM shall not be in breach of the contract with the Hirer nor liable for delay in performing, or for failure to perform in whole or in part, any of its obligations under the contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
29. Except in respect of any personal injury or death caused directly by our negligence, or any other liability that cannot (as a matter of law) be excluded or limited:
- (1) NPTM excludes liability (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any loss, damage, cost, expense, injury or death suffered by the Hirer (or by any Attendee or other person) or for any loss or damage to any item of property belonging to the Hirer (or to any Attendee or other person), howsoever arising;
  - (2) any other liability of NPTM shall be limited to the amount of the Booking Fee;
  - (3) under no circumstances will NPTM be liable to the Hirer (or to any Attendee or other person) for any wasted expense, loss of income or profit, or any indirect, consequential, financial or economic loss or damage, howsoever arising.

### **Cancellation by You**

30. The Hirer may cancel the hire at any time in advance of the Date of Hire by telephoning the track manager on 0203 931 7333 or by email: [office@npcsc.co.uk](mailto:office@npcsc.co.uk)
31. If notice of cancellation is provided less than 48 hours prior to the Start Time of Hire, we reserve the right to charge a reasonable cancellation fee (of up to 50% of the Hire Charge).

### **Cancellation by Us**

32. If the Hirer commits a Material Breach any of these terms and conditions, we are entitled to cancel the hire immediately and without incurring any liability to the Hirer. In the event of such cancellation by us, the Hirer will remain liable to pay the Booking Fee and, if the Hirer has paid the Booking Fee in advance, it will not be refunded.
33. We have the right to cancel the hire in advance, if circumstances reasonably so require, and without incurring any liability to the Hirer. Provided that such cancellation has not been occasioned by any Material Breach by the Hirer of these terms and conditions, the Hirer will not be liable to pay us the Booking Fee and, if the Hirer has paid the Booking Fee in advance, we will refund it.
34. Under no circumstances shall NPTM be liable to pay any compensation to the Hirer in respect of any cancellation.

### **Third Party Rights**

35. These terms and conditions are part of the contract between the Hirer and NPTM. They do not confer any right upon any person who is not a party to the contract and no third party shall have any right to enforce any of the terms and conditions.

### **General**

36. These terms and conditions shall be governed by and construed in accordance with English law.
37. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.