

SOUTH LAKELAND LEISURE
LAKES LEISURE (KENDAL)
BURTON ROAD

LC.12

KENDAL

CUMBRIA, LA9 7HX

TEL: 01539 729511

FAX: 01539 731135

Website: www.lakesleisure.org.uk

Email: info@lakesleisure.org.uk

FACILITIES APPLICATION FORM

NAME OF HIRER	
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ADDRESS:	
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TEL NO: (H)	(W)
EMAIL:	

NAME OF ORGANISATION	
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FACILITIES HIRED	
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LAYOUT REQUIRED (inc. visual /audio equipment)	
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CATERING REQUIRED (Tea/Coffee breaks and Lunch times)	
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DATE (S) REQUIRED	
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TIME (S) REQUIRED To include rig/derig time)	
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TYPE OF ACTIVITY	
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I am over the age of 18 and apply for the above facilities at the rate(s) specified in the current scale of charges. I agree that until confirmed by the trust, the dates(s) above are provisionally booked only. I confirm that I have received and read a copy of the trust's Conditions of Hire (and any other special conditions applicable to the hire) and agree that they will be observed throughout the hired period.

Signed: _____ Date: _____

LAKES LEISURE RESERVES THE RIGHT TO REFUSE CONFIRMATION OF AN APPLICATION AT ITS DISCRETION.

Please return this form within 27 days to The Manager, Lakes Leisure Kendal, Burton Road, Kendal, Cumbria, LA9 7HX.

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Upon receipt of this Application, a Confirmation along with details of the full amount, deposit and method of payment required will be sent by the Operations Manager.

THIS APPLICATION SHOULD BE ACCOMPANIED BY DEPOSIT/FULL PAYMENT OF £.....
(Cheques or Postal Order made payable to South Lakeland Leisure)

THANK YOU FOR YOUR ENQUIRY

OFFICIAL USE ONLY

CONTRACT NO:	
DETAILS ENTERED:	
BOOKING LEVELS:	
ACCOUNTING ENTERED:	
INVOICE SENT:	
DEALT WITH BY:	
DATE:	

Please tick the box if you withhold permission for addresses, telephone numbers or email addresses to be made available for marketing and/or communications purposes to other leisure centres within South Lakeland Leisure.

Please tick the box if you withhold permission for addresses, telephone numbers or email addresses to be made available for marketing and/or communications purposes to third parties outside of South Lakeland Leisure.

SOUTH LAKELAND LEISURE CONDITIONS OF HIRE

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This document contains information for clubs, organisations and casual groups wishing to hire sports or other facilities at the Centre and should be read in conjunction with leaflets giving details of charges and booking procedures, etc for specific facilities.

1. BOOKINGS

All applications for the hire of the facilities shall be made to the Manager on the appropriate application form at least one month before the proposed date of hiring except in circumstances approved by the Manager. The person by whom the form is signed must be over 18 years of age and shall be deemed to be the hirer. South Lakeland Leisure reserves the right to refuse any application for the facilities or to cancel a letting.

2. PAYMENT OF CHARGE

- (a) Applications for the hire of the Westmorland Hall must be accompanied by a non-returnable deposit of: -
 (i) £100 in respect of each non-sporting special event; and
 (ii) £50 in respect of each special event.
- (b) Except as hereinafter provided, all hire charges (less any deposits paid) must be paid at least one month prior to the date for which the premises have been booked.
- (c) In the case of an application for a series of bookings, South Lakeland Leisure reserves the right (at the discretion of the Manager) to either;**
 (i) require the hirer to pay the total of each of the hire charges at the time of the application; or
 (ii) require the booking application to be accompanied by non-returnable deposit of £100; in which case the balance of the charges shall be payable by such dates the South Lakeland Leisure shall decide (the deposit being deducted from the amount of the final payment).
- (d) South Lakeland Leisure may, at any time, increase the scale of charges payable for the use of the facilities and, in such event, the hirer will be liable to pay those charges which are current at the date for which the premises have been booked. Where the hire charges have been paid in advance, the increased amount will be invoiced and must be paid within 14 day.
- (e) All payments must be made by crossed cheque or postal order made to South Lakeland Leisure and sent to Kendal Leisure Centre, Burton Road, Kendal.
- (f) If any payment is not made on the date when it becomes due, the booking(s) will in the case of a series of bookings, the remainder will be cancelled, forthwith.**

3A CANCELLATIONS BY SOUTH LAKELAND LEISURE

- (1) South Lakeland Leisure reserves the right, at its absolute discretion to cancel a booking should they:-
- (a) Before a function commences, require the use of the facility owing to unforeseen circumstances or in any emergency; or
 - (b) consider that the function is likely to prove to be of an objectional or undesirable character; or
 - (c) consider that the facilities are unfit for use; or
 - (d) be unsatisfied with the evidence of insurance produced by the hirer in accordance with clause 4; or
 - (e) for any reason whatsoever.

In the event of such a cancellation the total charges paid by the hirer will be refunded, but South Lakeland Leisure shall not be held liable to pay any compensation to the hirer or any other person in respect of the cancellation.

- (2) The hirer is required to acknowledge the right of South Lakeland Leisure duly authorised officers and servants to enter upon any time during the period of the hiring and determine the hiring forthwith.
- (3) South Lakeland Leisure reserves the right to terminate any letting or series of lettings immediately if the hirer fails to observe or perform any of the conditions and regulations and South Lakeland Leisure may retain the charges paid by the hirer.

3B CANCELLATIONS BY THE HIRER WESTMORLAND HALL EVENTS

Any cancellation by the hirer must be notified in writing to the Manager, and

- (i) if made more than three months before the hiring date, any deposits paid will be forfeited;
- (ii) if made between three and one month before the hiring date. 50% of the full hiring fee will be payable;
- (iii) if made between one month and eight days before the hiring date. 75% if the full hiring fee will be payable; and
- (iv) if made seven days or less before the hiring date, the full hiring fee will be payable.
- (v) The hirer will pay any extra charges incurred by South Lakeland Leisure or on the hirer's behalf in connection with the cancellation.

OTHER BOOKINGS

Any cancellation by the hirer must be notified in writing to the Manager, and

- (i) if made more than six weeks before the hiring date, any deposit paid will be forfeited;
- (ii) if made between six weeks and fourteen days before the hiring date a cancellation fee of £30 or 20% of the hiring fee if greater will be payable; and
- (iii) if made 14 days or less before the hiring date, the full hiring fee will be payable.
- (iv) If cancellation part way through a block booking results in the booking becoming subject to VAT this will be charged at the appropriate rate.
- (v) The hirer will pay any extra charges incurred by South Lakeland Leisure or on the hirer's behalf in connection with the cancellation.

4. LIABILITIES AND INSURANCE

- (1) South Lakeland Leisure accepts no liability whatsoever for damage, loss or theft of goods or property brought on to the premises and belonging to the hirer or any other persons using the premises, howsoever caused.
- (2) South Lakeland Leisure accepts no liability and the hirer alone shall be responsible for any death or personal injury suffered by the hirer or any other person using the premises during the period of hire (except where the same is due to the negligence of South Lakeland Leisure or its employees).
- (3) The hirer shall be liable for and shall pay the cost of making good any damage to South Lakeland Leisure premises or any damage, loss or theft of any goods, equipment or property whatsoever to South Lakeland Leisure which shall be caused by the hirer or any other person using the premises during the period of hire.
- (4) The hirer shall indemnify South Lakeland Leisure against,
- (i) any liability which, notwithstanding the provisions of this clause, South Lakeland Leisure may incur in respect of any death or personal injury (caused otherwise than by the negligence of South Lakeland Leisure or its employees) or any damage, loss or theft of any goods belonging to the hirer or any other persons; and
 - (ii) all claims and liability suffered or incurred by South Lakeland Leisure arising out of any non-observance or non-performance of the terms of these conditions of hire or any Regulations or any Act of Parliament by the hirer, his servant or agents.
- (5) The Hirer shall maintain an adequate policy of insurance to cover any liability that he may incur to South Lakeland Leisure under the terms of this Clause and shall produce written evidence of that policy of insurance to South Lakeland Leisure if requested to do so.

5. TEMPORARY CLOSURE

In the case of any breakdown or failure of the power, fuel or water supply, fire, water leakage or any accident or occurrence rendering necessary the closing of the facility, or an interruption of any engagement either before or during any function, or of any repairs or renewals consequent upon such breakdown etc., the hirer agrees that South Lakeland Leisure shall not be liable for any loss or claims arising from such closure of the Centre or its facilities.

6. USE OF THE PREMISES

- (a) The period for which the facilities are booked, and for which the hirer charges shall be payable, must include such additional time as is necessary to provide change or remove equipment (including the setting out and removal of seating and stage units) in connection with the booking.
- (b) The hirer is responsible for inspecting the facilities prior to use to ensure they are in a suitable and safe condition for the purpose of the booking. Any concerns should be reported to reception immediately.
- (c) The hirer shall not use the facility on hire for any other purpose than that specified on the application for and written confirmation.
- (d) The hirer shall not assign or sub-let the benefit of the hiring otherwise the booking will be cancelled and all fees forfeited. No equipment or fittings of the Centre or the structure shall be altered or interfered with without the Manager's consent. No obnoxious things shall be brought on to the premises.

7. LIMIT OF ADMISSION

The number of persons to be admitted by the hirer shall be that stipulated by South Lakeland Leisure at the time of hiring and the hirer shall keep a record of the number of persons admitted, to be available for inspection at all times during the hiring.

8. ANIMALS

With the exception of guide dogs for the blind, no dog, cat or other animal shall be allowed to enter the Centre without the Manager's permission.

9. PHOTOGRAPHS

No camera or other photographic equipment may be brought into the Centre without the Manager's permission.

10. FIRST AID

The hirer shall be responsible for the provision of all medical attendants and equipment. If the hirer wishes to use the first aid room he must:-

- (1) apply to the MANAGER at least three days before the hiring, and
- (2) make appropriate arrangements for the attendance of the British Red Cross or St. John Ambulance and
- (3) notify the Manager of the above arrangements at the same time as making application for use of the First Aid Room.

11. RIGHT OF ADMISSION

The Manager reserves the right at his absolute discretion to refuse or direct the hirer to refuse the admission of, or to evict, any person from the Centre without any reason therefore and shall not be liable to pay any compensation to the hirer arising from such exclusion.

12. GOOD ORDER

The hirer shall be responsible for good order being kept throughout the period of the hire and South Lakeland Leisure may charge the hirer for any expenses incurred by him in engaging the Police to preserve order prior to, during of after any function.

13. HAWKERS-VENDOURS

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the Centre. Any vendor wishing to sell items subject to legislative control e.g. knives, alcohol etc must obtain permission from the manager.

14. BROADCASTING AND FILMING FACILITIES

The Centre is not licensed under the Cinemas Act 1985. Only certain film exhibitions exempted by the Acts can therefore be permitted subject to the conditions of the Act, a copy of which can be obtained on request.

15. VACATION OF PREMISES

- (a) The hirer shall ensure that the hired facilities and any equipment used is left in a tidy and orderly condition at the end of the period of use.
- (b) **All goods belonging to the hirer or in connection with his hiring must be removed from the room or facilities booked, and from the Centre by the end of the period booked, otherwise a charge will be made at the hourly rate for the hirer of those facilities for each hour of part of an hour that they remain on the premises.**
- (c) Any event which exceeds its allotted time will incur charges of double the hourly booking rate for such extra time plus any additional charges in respect of labour costs involved.

16. LICENCES AND STATUTORY REQUIREMENTS

The hirer must:

- (1) observe the conditions contained in the on-licence and in the music and dancing, and stage play licences granted to South Lakeland Leisure and any extension licence; and
- (2) comply with any bylaws and statutory requirement relating to the Centre or to the purpose of hire.

17. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the premises except such lottery as is deemed to be lawful by virtue of any enactment relating to gambling betting and lotteries or any raffle for which the Manager's prior approval in writing has been given and the relevant statutory licence or permit has been obtained.

18. SPECTATORS

The hirer shall be responsible for the control of spectators and shall be liable for claims resulting from his failure thereof. Spectators are not permitted on the pool surround without prior permission from the manager or to hamper in any way the activities of participating sportsmen and women in any sports area.

19. DRESS

The hirer shall be responsible for ensuring that all persons using the sports facilities are properly dressed and wearing suitable footwear. The Manager's decision in these matters is final and binding.

20. PROGRAMME OF EVENTS

In the case of organised, events, displays and competitions, a detailed programme must be submitted to the Manager at least seven days in advance.

21. SAFETY AND SEATING ACCOMMODATION

All seating must be arranged with sufficient gangways to afford proper means of exit and in the interests of safety all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency. It is the hirer's responsibility to inform his guests as to the locality of the emergency exits and procedures in case of fire or other emergency.

22. DECORATIONS / FLY POSTING

No decorations, advertisements, posters, flags, emblems or other decorations / Fly Posters may be displayed without the Manager's consent. Any such decorations duly authorised shall not consist of inflammable material. South Lakeland Leisure reserves the right to remove any unseemly or unsightly decoration. The Hirer shall comply with any recommendation made to him by the Fire Officer of Cumbria County Council.

23. COPYRIGHT

No copyright work shall be performed or reproduced in any manner in connection with any public function and the hirer shall indemnify South Lakeland Leisure against any infringement of copyright occurring during the hiring.

24. MUSIC

No gramophone records, tapes, radio etc. may be played in the Centre unless the hirer has first obtained a licence from Phonographic Performance Limited of 62 Oxford Street, London, W1N 0AN and the licence produced in advance to the Manager. The hirer shall indemnify South Lakeland Leisure against any claim made against South Lakeland Leisure in the absence of a licence.

25. PARKING

The Hirer shall ensure that all vehicles (including bicycles) are parked in the allotted areas and shall not be driven or taken onto any other part of the Centre. South Lakeland Leisure does not accept any liability whatsoever for loss or damage to any vehicle (including bicycles) or its contents parked at the Centre.

Parking spaces are subject to availability and are NOT normally reservable except by those with special needs qualifying for disabled parking and by prior arrangement.

26. CATERING

South Lakeland Leisure reserves exclusively the right of sale of all refreshments, food and alcoholic liquor. No refreshments of any description may be brought into the Centre by a hirer or user for consumption or resale except with the Manager's consent. Refreshment purchased in the Centre shall be consumed in the areas allocated. Catering facilities can be booked when making application for the use of facilities.

27. COMPLAINTS

Any complaints with regard to the management and control of the premises must be made in writing to the Manager.

28. SWIMMING POOL REGULATIONS

- (a) Bathers are not permitted to use the following items during public sessions:
Sub-aqua equipment, flippers, face masks, spectacles with glass lenses, snorkels, balls, canoes, or any other equipment or clothing which may annoy or injure other bathers. 'Cut-down' denim jeans, football shorts and the like are unsuitable apparel and will not be permitted. Pyjamas and items used for personal survival training may be used by prior arrangement with the Manager.
- (b) Games involving running, pushing and carrying are not permitted, including running on the poolside.
- (c) Bathers are not allowed in the water if suffering from skin disease, have open wounds or other wounds, are under the influence of drugs or alcohol, or are not physically clean. Bathers suffering from heart complaints, diabetes, epilepsy, or similar conditions are asked to ensure that the attendants are aware of this fact and these persons

may swim at their own risk. Any act of violence or indecency, or behaviour that may injure or offend other bathers is not permitted.

- (d) Any swimmer who has been ill with diarrhoea should refrain from swimming for 14 days.
- (e) Unaccompanied children under 8 years of age will not be admitted.
- (f) Persons with long hair may be required to wear a bathing cap.
- (g) The management of the Leisure Centre will provide lifeguard supervision.
- (h) Diving is only permitted (shallow dive entries only) where water depth exceeds 1.5 metres. Only for trained swimmers competing in Swimming Galas who are competent at shallow entry racing dives, racing blocks may be used at the deeper end of the pool. See poolside signs for further information.
- (i) All swimmers must shower thoroughly before swimming and are encouraged to use toilets prior to showering and entry to the pool hall/pool.

29 THE RIGHT TO SELL TICKETS

South Lakeland Leisure reserves the right of sale of tickets on behalf of the hirer at the Centre for advance bookings in respect of any event for which the Centre or part thereof has been hired. South Lakeland Leisure reserves the right to charge a commission for the sale of tickets.

30. MODIFICATION OF CONDITIONS

South Lakeland Leisure reserves the right to modify or vary any of these Conditions or Regulations or to impose special conditions where the nature of any application so demands.

31. CONSENTS

Any consents or approval by South Lakeland Leisure or the Manager under these Conditions must be in writing under the hand of the Manager.

32. SUPPLY INFORMATION

The Hirer shall, if so requested, supply to the Manager the names and addresses of persons taking up any booked period under the hiring and the age of any of them who are minors.

33. SMOKING

Smoking is no longer permitted in the Leisure Centre. SLL has adopted a 'No Smoking' policy for all its facilities.

34. EQUIPMENT HIRE

In the event of damage or breakage of any equipment hired, the Manager will exercise SLL rights to retain any deposit paid and/or charge the relevant repair or replacement fees, taking into account fair wear and tear. Damaged equipment must be withdrawn from use and reported to the Duty Manager.

35. WESTMORLAND HALL

- (a) Hirers must reserve the front row of temporary seats for up to 7 days prior to an event for the use of persons or groups with special needs. This will accommodate 8 wheelchair users. In the event of additional demand further facilities are subject to availability and compliance with Fire Regulations.
- (b) Hirers must inform the Manager of any unknown individuals or groups with special needs booked for an event.
- (c) Hirers must supply the South Lakeland Leisure with any information requested for the completion of the Performing Rights Society returns.

36. TENNIS CENTRE

- (a) All bookings shall be for the purpose of the game of tennis only.
- (b) All tennis coaching will be organised and delivered by coaches employed by the Centre Manager or working for the Lawn Tennis Association. No coaches will be allowed to use the facility for private coaching except with the express permission of the Centre Manager.