

**ENQUIRY FORM & BOOKING CONTRACT FOR THE ONE OFF OR REGULAR HIRE OF
BETTER FACILITIES**

(excluding hire by Schools)

Contract Number: SO-163977



| |
|--|
| Name of GLL Better Facility |
| ISLINGTON TENNIS CENTRE |
| Address of Venue |
| MARKET ROAD ISLINGTON LONDON N7 9PL |

| |
|--|
| Venue Telephone Number |
| 020 3793 6880 |
| Venue Email address |
| IslingtonTennisCentre.invoices@gll.org |
| Member of GLL Better staff |
| Giulla Sanna |
| Date |
| 15/09/2020 |

Please read this contract very carefully. If you are satisfied please sign and return to the address above. Please keep a copy for your records. For block bookings / multiple bookings you may only terminate contracts at the end of the booking period; however we would appreciate as much notice as possible.

Failure to meet the contract conditions, abuse of our facilities or failure to meet the payment terms may result in us terminating your contract WITHOUT notice at which point you will be sent a settlement account. Recovery action will automatically be taken in the case of non-payment.

Hirer Details

Please see our Privacy Notice at <https://www.better.org.uk/privacy> regarding how we process and share your personal data

Name of person responsible for paying hiring fees/settling the account **EFREM KIDANE ***

(*This person must sign this form on the reverse and is the Hirer for the purposes of this contract)

Bookings may be refused at GLL Better's absolute discretion and are not accepted until this contract is signed by GLL Better and returned to the hirer and the relevant required payment is made.

| | |
|---|---------------------|
| Organisation | Account No. |
| ASMARA FOOTBALL CLUB | CUS-023235 |
| Invoice Address | Contact Phone No. |
| C/O EKB ACCOUNTANCY SERVICES OMNIBUS BUSINESS CENTRE 39-41 NORTH ROAD LONDON N7 9DP | 02076071471 |
| | Email Address |
| | ASMARAF@YAHOO.CO.UK |
| Nature of Booking | |
| ADULT | |
| Facility Being Hired | |
| MARKET ROAD | |
| Additional Info (Equipment being hired / Staff requested / Maximum number of participants/club members) | |
| | |

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TOTAL HIRE FEE for session/ all sessions



| Session / Dates | Quantity | Amount |
|---|--------------|---------------|
| HIRE OF X1 11 ASIDE AT MARKET ROAD ON SUNDAY @ 2-4PM SEPTEMBER 2020 20, 27 @ £60 PER HOUR | 4.00 | 240.00 |
| OCTOBER 2020 4, 11, 18, 25 @ £60 PER HOUR | 4.00 | 240.00 |
| NOVEMBER 2020 1, 8, 15, 22, 29 @ £60 PER HOUR | 5.00 | 300.00 |
| DECEMBER 2020 1, 8, 15 @ £60 PER HOUR | 3.00 | 180.00 |
| Special Note to Hirers regarding Party bookings at Leisure Centres: Please remember that persons attending your Party will be charged the Centre Admission Fee unless they are Centre members. For pool parties, Hirers are provided with separate Pool Parties Rules which must be adhered to. | Net | 960.00 |
| | VAT | 0.00 |
| | Total | 960.00 |

For the hirer to read and sign:

- I agree to abide by the Centre Rules as displayed in the centre/facility
- I have received, read, understood and agree to the Terms and Conditions of Hire as provided and I confirm I shall be legally bound by this booking contract. I confirm that the details provided in this booking contract are correct.
- [delete if not applicable] I have received, read and understood the rules and regulations of hire and GLL Better facility's Emergency Action Plan (EAP)
- [delete if not applicable] I have received a copy of the GLL Better "Pool Parties Rules" and "Swim Safely Rules" and agree to comply with all requirements therein.
- [delete if not applicable] I have seen the relevant section in the terms and conditions headed "LEISURE CENTRES ONLY – HIRE OF POOL (ALL ACTIVITIES) and am fully aware of my responsibilities thereunder.

| Hirer's Signature (Hirer as indicated at the top of this form) | Date |
|--|-------------|
| X <i>Efrem Kidane</i> | X 16.9.2020 |
| GLL Better Staff Signature | Job Title |
| X | X |
| Please return signed contract to your GLL Better facility | |
| | Date |
| | X |

TERMS AND CONDITIONS FOR THE HIRE OF BETTER FACILITIES (Excluding Hire by Schools)



Part 1 GENERAL CONDITIONS

Part 2 BOOKING CONDITIONS

- A.** One-off or infrequent bookings

- B.** Contract & regular bookings

(Issue: March 2018)

Part 1 General Conditions

BOOKING APPLICATION AND BOOKING FORM

1. Application for the hire of any GLL Better facility must be made on the BOOKING FORM which must be signed by a valid representative of the hiring group or club, or in the case of individual Hirer, by the person who will be paying the hire fee. This person, responsible for payment of all sums due under this contract, is hereafter referred to as the Hirer. This contract is personal to the Hirer, and the Hirer may not assign, novate or share the benefit of this agreement or the rights, interest and benefit under it with any other party. The Hirer may not re-sell the hired space whether or not for a monetary charge.
2. No part of the premises or facility is to be used for any purpose other than the event type set out on the booking form, nor is it to be used for any unlawful purpose or in any unlawful way. The Hirer may not at any time use the premises for the purposes of running a business.
3. Set up and set down time should be included within your required booking time slot on your booking form.
4. The signing of the booking form indicates and confirms the Hirer has read, understood, agreed to and will abide by the terms and conditions of hire set out in this document and any other relevant terms as advised by GLL Better.
5. An invoice will be sent shortly after receipt of the completed and signed Booking Form and will indicate acceptance of the booking subject to due payment(s) being received.

DEPOSITS

6. A booking is not confirmed until as a minimum, the non-refundable deposit of 25% is received and cleared by GLL Better. A Security Deposit may also be required amounting to 10% of the total booking value which will be refunded after the booking less any amounts for damage or losses incurred.

PAYMENTS

7. **In order to confirm the booking** the non-refundable deposit must be paid. Full payment must then be made at least 6 weeks prior to the date of the booking (or the first date of a multiple booking) or within 14 days of the date of receipt of invoice, or at the time of booking whichever if the booking is for less than 30 days time. GLL Better reserves the right to cancel the booking, without refund of the deposit, if the full payment is not received on time.
8. Hirers may pay by cheque – please make cheques payable to Greenwich Leisure Limited and write the invoice number on the reverse side of the cheque – which should then be sent to Greenwich Leisure Limited, The Finance Department, Middlegate House, The Royal Arsenal, London, SE18 6SX. (Please note that we do not issue receipts for payments sent to this address unless a stamped addressed envelope is supplied). Please do not send cash through the post – cash payment will be accepted at the location of your booking only. If you wish to pay by bank transfer please make payment to Barclays Bank, sort code 20-00-00 a/c number 23567338 and use your invoice number as the reference. It is **critical** that the invoice number is used otherwise the payment **will not be credited** to your account and your booking may be jeopardised.
9. Hirers who fall into arrears will be denied access to the relevant booked Facility and will not be offered any further bookings until the debt is cleared. Debts will be pursued via normal legal channels. Repeated debtors will be denied all future bookings unless paid for in full at the time of booking.

LICENCES

10. Where applicable, the Hirer is responsible for the compliance with the terms and conditions of any licence issued by the local Council or any other body. Any PRS or PPL or other licence payments are the full responsibility of the Hirer and must be made direct to the collecting body.

SAFETY AND SECURITY

The Hirer is responsible for ensuring the following safety rules are adhered to. The hirer **MUST**

11. Not obstruct or allow to be obstructed any Fire Exits
12. Not bring any flammable materials or explosives on to the premises and not use or permit the use of candles or other naked flames without the express written permission of the manager.
13. Not use any equipment not expressly included (with or without charge) on the booking form unless the Manager gives his/her express permission so to do.
14. Provide sufficient adult supervision where the majority of the people attending are children or people with special needs. In any case a minimum of 2 responsible adults must be present throughout the booking.
15. Be present, or have present a nominated responsible representative as notified to GLL Better in advance, at the booked activity throughout the period of hire. Such person shall be fully responsible for the preservation of order during the booking
16. GLL Better shall not in any circumstances accept responsibility or liability in respect of any damage or loss of any property or any items left upon the premises by the Hirer or any other person connected with the hire. GLL Better staff are not authorised to accept responsibility for the safe keeping of any money, goods or equipment. The Hirer must communicate this to all participants. The GLL Better staff may at their discretion temporarily store equipment at a facility at the request of the Hirer but GLL Better shall accept no responsibility for loss, damage or theft of such equipment.
17. Where the Hirer collects, processes and stores personal data from individuals in relation to the Booking, the Hirer is entirely liable for the safety security and appropriate use of that data in full compliance with the GDPR and the Data Protection Act 2018. GLL Better shall not in any circumstances be liable in respect of any breach of such legislation in relation to that data, howsoever it occurs, or for the loss, damage, theft, corruption of or any interference with, any personal data for which the Hirer is the Data Controller.

DAMAGE TO FACILITY OR PROPERTY

18. The Hirer agrees to defray the cost of making good any loss or damage caused to the building, goods, chattels, apparatus or appliances either to GLL Better or of any other persons during the period of, or arising in connection with or as a consequence of this booking. The Hirer is hereby accordingly advised to consider acquiring insurance protection in this respect and if required by GLL Better shall present evidence of suitable insurance.
19. After completion of the booking, the condition of the facility and equipment will be inspected and any costs of repairs or replacements will be reclaimed by the issue of an invoice to the Hirer which the Hirer agrees to pay within 30 days

LEISURE CENTRES ONLY - HIRE OF POOL

ALL ACTIVITIES

20. In emergencies, assistance will be given by the duty staff using the laid down procedures.
21. The hirer must ensure that all participants and visitors (e.g. parents, etc.) abide by the centre rules as displayed.
22. Pool hire is for social, recreational and competitive purposes only. The teaching of swimming is not permitted.
23. Clubs hiring the pool must provide to GLL Better evidence of appropriate public liability insurances when requested.

Club hire where Lifeguards are provided by the hirer:

GLL permits clubs hiring swimming pools to arrange and provide their own lifeguards. In these circumstances, the following additional rules apply:

24. The club is required to provide an adequate number of appropriately qualified Pool Lifeguards who are trained to national standards. The club is entirely responsible for checking, monitoring and procuring such qualifications and training and ensuring this requirement is met by all lifeguards.
25. The lifeguards must :
 - o Be clearly visible and remain out of the water and on the poolside in their designated positions at all times. For guidance, please see the health and safety booklet "Safety in Swimming Pools" available at <http://www.hse.gov.uk/pubns/books/hsg179.htm>.
 - o Be at least 18 years of age.
 - o Be easily identifiable by all club users
 - o Have had an induction by a member of the Leisure Centre's Duty Staff on the Centre's Emergency Action Plan.
26. The Hirer is entirely responsible for ensuring the lifeguards:
 - o Lifeguard and monitor the hired pool area
 - o Supervise the users in the hired pool area
 - o Maintain order in the hired pool area.
27. In the case of sub aqua clubs, in addition to the above, at least one member of the club must hold either a current RLSS Pool Lifeguard or a current PADI qualified Rescue Diver.

GENERAL CONDITIONS / BEHAVIOUR

28. For the benefit of all customers and staff and visitors to the facility, the participants of the booked activity must cooperate with and follow the instructions of the GLL Better staff at all times.
29. Allow yourself and your guests/visitors plenty of time to pass through reception especially at peak times to ensure you are ready to start your booking on time.
30. Out of courtesy to other users, please keep all people associated with your booking clear of the facility until your booking is due to start.
31. Please ensure you vacate the facility on time at the end of your booked activity
32. The Hirer must obtain GLL Better's express written permission in advance of taking any photographs or video recordings on or inside the GLL Better facility.
33. No smoking is permitted in the GLL Better facility and the Hirer will ensure all guests or visitors associated with this booking are aware of and will comply with this rule.
34. The facility / room shall be clean and returned to its original condition at the end of the booking time.
35. No animals (other than Assistance Dogs) shall be permitted into the GLL Better facility.
36. GLL Better shall not be liable to any party for any losses damage or expenses arising out of any circumstance beyond its control which may cause the GLL Better facility to be temporarily closed, or the booking to be interrupted delayed or cancelled. No refund in whole or in part shall be due in such an event.
37. GLL Better reserves the right to temporarily or permanently exclude or refuse admission to the Hirer, (whether that be an individual or a group or club) or any of its visitors or participants, from the GLL Better facility or premises immediately and in the future, to cancel any existing future regular bookings, without refund, to refuse any further bookings from the Hirer where in GLL Better's opinion the Hirer, its visitors or participants behave in an unacceptable or anti social manner, fail to follow reasonable instructions, abuse or misuse GLL Better's facility or equipment, or use abusive gestures or language to GLL Better's staff.

Part 2 Booking Conditions

A. One-off or infrequent bookings for facility hire

CANCELLATIONS

- a) Hire fees are not transferable or refundable other than the provision of credits in relation to the unavailability of the GLL Better facility because of unforeseen circumstance or an emergency.
- b) A booking cancelled less than 30 days in advance of the hire date will be payable in full.
- c) A booking cancelled more than 30 days in advance of the hire date, where paid for in full, will receive a refund minus the non-refundable deposit amount
- d) A short notice booking (less than 30 days in advance) is payable in full at the time of booking. No refund will be due in the event of cancellation by the Hirer

PARTY BOOKINGS

- e) All Parties are, in addition to these terms and conditions, subject to the Birthday Party Conditions of Bookings as provided and it is the responsibility of the Hirer to ensure that those Conditions are adhered to by all party participants and attendees.

Pool Parties

- f) In emergencies, assistance will be given by the duty staff using the laid down procedures.
- g) It is the responsibility of the Hirer to ensure that the GLL Better "Birthday Party Rules" and the "Swim Safely Rules" (contained in the Birthday Party Conditions of Bookings) are adhered to at all times in particular the requirements for ratios of swimmers to non-swimmers.
- h) If the correct ratio of competent adult swimmers is not present then the party will NOT be permitted to proceed. There shall be no refund or discount of any monies in relation to any party so affected.

B. Contract & regular bookings

SAFETY & WELFARE

- a) All Hirers making contract or regular bookings will be supplied at the time of the booking with copies of the GLL Better facility's Emergency Action Plan. When signing the booking form the Hirer is confirming that he/she has read and understood the Hirer's obligations and where signing on behalf of a club or organisation, that he/she is authorised so to do, and understands that the club or organisation will be bound by the obligations that are contained therein.
- b) When requested, all such Hirers must provide to GLL Better evidence of appropriate public liability insurance.
- c) By signing the booking contract Hirers are confirming they understand and accept their entire responsibility for Safeguarding the participants that attend their sessions including having in place specific safeguarding policies and procedures that comply with the requirements of Section 11 of the Children Act 2004 and Working Together to Safeguard Children 2015.
- d) When requested so to do, the Hirer must provide to GLL Better evidence of the existence and use of these policies and procedures.
- e) The Hirer must confirm in writing to GLL the name and contact details of the Hirer's nominated person who takes the lead role for safeguarding and managing concerns about children and vulnerable adults
- f) The Hirer will use its best endeavours to ensure persons employed by or working for the Hirer has the right to work in the UK.

CANCELLATIONS

- i) Bookings cannot be cancelled or altered once a contract has been agreed.
- j) Hire fees are not transferable or refundable other than in the examples given above with regard to credits for unavailability.

CONTRACTED PERIOD

- k) Contracts for the hire of GLL Better facilities are generally made for a period of 3 months (referred to hereafter as a Period). Where possible, contracts run by calendar months divided into normal calendar quarters as follows:
January to March July to September April to June October to December
- l) In special circumstances, the length of hire may be altered by agreement with the GLL Better facility management team.
- m) GLL Better may issue a contract at any time pending availability but where possible, the contract renewal will take place in line with the calendar month periods listed above.
- n) On entering into the contract, the Hirer agrees to pay for the room or facility at the required day/time for all available slots within the designated Period. The contract will state the actual days of the hire and details should be checked carefully.
- o) If the Hirer meets these contract conditions GLL Better will normally re-offer the facility and time slots for the next Period ("renew the contract"). However, GLL Better reserves the right to not renew any contract at its entire discretion, or to cancel or suspend any contract by giving at least one Period's notice should the need arise unless extreme circumstances mean that GLL is unable to provide that length of notice, in which case as much notice as is reasonably practicable will be given.
- p) In general, GLL Better will offer contract renewal at the beginning of the month prior to the contract Period. The Hirer must confirm acceptance of the new contract within TEN DAYS or it will automatically be assumed that the Hirer does not wish to renew.
- q) GLL Better reserves the right to cancel or alter a contract at short notice due to closure or part closure for emergency or unforeseen circumstances. Credits will be offered when this occurs.