

Sports Club Lettings - Terms & Conditions

Definitions used in these Terms and Conditions

“DCEL” means Dulwich College Enterprises Limited

“Facilities” means the sports facilities at Dulwich College hired by a Hirer

“Hirer” means a person hiring sports facilities at Dulwich College from DCEL

“PEC” means the Dulwich College PE Centre

“Premises” means any part of Dulwich College’s sports facilities to which the Hirer is permitted access as a result of a booking made in accordance with these Terms and Conditions

“Sports Manager” means Gary Sharpe or such other individual who may be employed as Sports Club Manager of DCEL from time to time

“TBSG” means the Trevor Bailey Sports Ground, Dulwich Common

Introduction

This document sets out the terms and conditions on which sports facilities at Dulwich College may be made available for hire by members of the public.

1. Bookings

Bookings can be confirmed only following the completion and signature of the Sports Event Booking Form or Birthday Party form, which confirms the Hirer’s acceptance of these terms and conditions of hire. A confirmation invoice will be issued prior to the event and shall be settled by the due date prior to the event. We accept cash, major credit cards and cheques made payable to “DCE Ltd. (Sports Club)”.

If the Hirer does not pay any invoice on or by the due date for payment:

- (a) Interest shall accrue on the amount that is from time to time outstanding at the rate of 4% above the Bank of England base rate from time to time until payment in full; and
- (b) The Hirer shall have no right to use the Facilities until the invoice is paid.

2. Timings

Booking times include the time required to set up prior to and clear up after your event*.

Please ensure you are clear in time for the next booking to commence on schedule. Please note that Dulwich College activities (particularly sports fixtures) using the facilities may over-run, in which case they must be allowed to take priority. Please remember that the Sports Club can only operate with the cooperation of the College so this is a necessary condition.

*For Childrens’ Parties we allow access 30 minutes before the start time for setting up and 30 minutes afterwards for cleaning up.

3. Safety

The Hirer is responsible for the safety of all participants. In the event of an emergency all participants must follow the instructions of the Sports Club staff. DCEL accepts no liability for any personal injury suffered by any participant unless caused by DCEL’s negligence.

4. Car Parking

The Sports Centre car park is reserved for authorised users only. Unless arranged otherwise participants should park in the College main site car park and walk across to the Sports Centre. Hirer officials who need to transport equipment to and from the Sports Centre may apply for a temporary parking permit via the Sports Club Manager. A site map is available on the website which should be provided to participants.

TBSG has a private car park. Vehicles shall not be left overnight without prior permission as the entrance gate is kept locked.

5. Advertising Banners

Permission to display advertising materials on the premises is only permitted following written authorisation by the Sports Manager. No such material shall be displayed on the perimeter fence or the front of College buildings. Direction signs shall be placed in such a way as not to cause any obstruction or safety hazard. All materials should be removed at the conclusion of the event.

6. Security/Lockers

The PEC and TBSG operate access control and can only be entered using a swipe card. Please report to Reception upon arrival and obtain an access to the main building and changing rooms. Please do not leave any valuables in the changing rooms. Lockers are available for day use. Keys are obtainable from Reception against a suitable deposit.

7. Equipment

Any Sports Club equipment required for the event shall be set up by the Hirer with the assistance of the Sports Club staff. All equipment shall be put away tidily after use. Any breakages shall be paid for by the Hirer.

DCEL shall not be liable for any loss of or damage to any items or articles brought to the Premises by the Hirer or its guests or for any item or articles left at the Premises by the Hirer or its guests. DCEL shall have the right to remove and discard anything left in the Premises by the Hirer or its guests. If anything appears to DCEL to be an article of value DCEL may (if it thinks fit) store such article. DCEL accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk.

8. Cleaning

All areas used by the Hirer shall be left as they are found. All rubbish shall be bagged up and placed in the skips provided outside the buildings. The time taken to clean and tidy is included in the time of your booking so the start of activities following immediately after is not delayed.

9. Changing Rooms

Hirers are welcome to use the changing rooms provided. If the event is using the PEC Astro turf the changing rooms are accessed via the blue doors from the Astro turf pitch.

10. Club Rules

Club rules for various facilities are displayed at the entrance to the PEC. These shall be obeyed at all times and the hirer is responsible for enforcing these rules. Smoking is not permitted on any part of the premises. The instructions of the Sports Club staff shall be obeyed at all times.

11. General

The Hirer shall:

- (a) Not use the Premises for any purpose other than those expressly permitted by DCEL.
- (b) Not use the Premises other than at the times expressly permitted by DCEL.
- (c) Not cause any damage to the Premises or permit any such damage to be caused.
- (d) Reimburse DCEL in respect of any costs or expenses that DCEL may suffer or incur as a result of any damage being caused to the Facilities and/or the Premises by the Hirer or its guests.

- (e) Not interfere with or adversely affect the use of the Premises by DCEL or others authorised by it.
- (f) Not cause a disturbance or nuisance to the owners of property in the vicinity of the Premises.
- (g) Ensure that the Hirer and its guests comply with instructions given to them by employees of DCEL whilst on the Premises.
- (h) Ensure that neither the Hirer nor any of its guests bring alcohol onto the Premises.
- (i) Ensure that all internal and external exits, corridors and fire exit signs at the Premises are kept clear and free from obstruction and that fire appliances are not removed or tampered with. DCEL shall have the right to move any person or remove anything obstructing the exits and corridors.
- (j) Ensure that neither the Hirer nor any of its guests: (i) fixes anything to the structure, or any of the contents, or in the grounds of the Premises; (ii) marks, soils or damages the structure, contents, or grounds of the Premises; (iii) damages or removes any of the contents of the Premises; or (iv) tampers with any heating, electrical or water installations at the Premises.
- (k) Fully indemnify Dulwich College and DCEL at all times in respect of any cost, expense, loss or liability that they may suffer or incur as a result of any breach of these Terms and Conditions by the Hirer.
- (l) Not charge entrance money or sell programmes.

12. Cancellation

- (a) DCEL may cancel a booking by giving the Hirer not less than three days' notice of cancellation. If DCEL cancels a booking pursuant to this sub-paragraph (a) it shall return the Hirer's deposit, if any.
- (b) The Hirer may cancel a booking by giving DCEL not less than three days' notice of cancellation. If the Hirer cancels a booking pursuant to this sub-paragraph (b) DCEL will return any booking fee already paid by the Hirer less the deposit.
- (c) If the Hirer gives less than three days' notice of cancellation, the Hirer must pay 100% of the booking fee.
- (d) For the purposes of this paragraph 12 "three days" means 72 hours.
- (e) "No shows" must pay 100% of the booking fee.
- (f) Deposits are non-refundable (except where DCEL cancels in accordance with sub-paragraph (a) above).
- (g) DCEL may immediately terminate the Hirer's use of the Premises if the Hirer commits a material breach of these Terms and Conditions.

13. General

- (a) DCEL shall not be liable for any delay in performance or breach of any agreement with the Hirer due to any event beyond DCEL's reasonable control including (but not limited to) fire, flood, storm, electrical failure, Act of God, act (or threat of act) of terrorism or industrial action.
- (b) The Contracts (Rights of Third Parties) Act: Dulwich College shall be entitled to enforce these terms and conditions. No other third party shall have any rights under this Agreement.
- (c) These Terms and Conditions shall be governed by English Law and any dispute arising in relation to them shall be subject to the jurisdiction of the English Courts.

January 2013