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## **Administrative Information**

**BARNSLEY PREMIER LEISURE**

A company registered in England 3790143

Registered Charity number 1076681

**BARNSLEY PREMIER LEISURE TRADING LIMITED**

A company registered in England 3779648

GROUP VAT REGISTRATION NUMBER 728 524 521

PRICES AND TERMS & CONDITIONS CAN BE FOUND ON OUR WEBSITE

**REGISTERED OFFICE**

The Metrodome Leisure complex

Queens Ground, Queens Road

Barnsley S71 1AN

Tel: 01226 730060

E-mail~: [enquiries@bpl.org.uk](mailto:enquiries@bpl.org.uk)

## **Barnsley Premier Leisure Terms of Service for Your Personal Use**

Welcome! By using Barnsley Premier Leisure's search engine or other Barnsley Premier Leisure services ("Barnsley Premier Leisure Services"), you agree to be bound by the following terms and conditions (the "Terms of Service"). As used in this agreement, "Barnsley Premier Leisure Services".

### **Content Linked to by Barnsley Premier Leisure**

The sites displayed as search results or linked to by Barnsley Premier Leisure Services are developed by people over whom Barnsley Premier Leisure exercises no control. The search results that appear from Barnsley Premier Leisure's indices are indexed by Barnsley Premier Leisure's automated machinery and computers, and Barnsley Premier Leisure cannot and does not screen the sites before including them in the indices from which such automated search results are gathered. A search using Barnsley Premier Leisure Services may produce search results and links to sites that some people find objectionable, inappropriate, or offensive. We cannot guarantee that a Barnsley Premier Leisure search will not locate unintended or objectionable content and assume no responsibility for the content of any site included in any search results or otherwise linked to by the Barnsley Premier Leisure Services.

### **Personal Use Only**

The Barnsley Premier Leisure Services are made available for your personal, non-commercial use only. You may not use the Barnsley Premier Leisure Services to sell a product or service, or to increase traffic to your Web site for commercial reasons, such as advertising sales. You may not take the results from a Barnsley Premier Leisure search and reformat and display them, or mirror the Barnsley Premier Leisure home page or results pages on your Web site. You may not "meta-search" Barnsley Premier Leisure. If you want to make commercial use of the Barnsley Premier Leisure Services, you must enter into an agreement with Barnsley Premier Leisure to do so in advance.

### **No Automated Querying**

You may not send automated queries of any sort to Barnsley Premier Leisure's system without express permission in advance from Barnsley Premier Leisure. Note that "sending automated queries" includes, among other things:

- using any software which sends queries to Barnsley Premier Leisure to determine how a website or webpage "ranks" on Barnsley Premier Leisure for various queries;
- "meta-searching" Barnsley Premier Leisure; and
- performing "offline" searches on Barnsley Premier Leisure.

Please do not write to Barnsley Premier Leisure to request permission to "meta-search" Barnsley Premier Leisure for a research project, as such requests will not be granted.

## **Privacy Policy**

### **Changes In Terms and Conditions and Barnsley Premier Leisure Search Service**

We may modify or terminate our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms of Service from time to time without notice. Please review these Terms of Service from time to time so that you will be apprised of any changes.

### **Intellectual Property Policy**

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act.

### **Disclaimer of Warranties**

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### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL BARNSLEY PREMIER LEISURE OR ITS LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE BARNSLEY PREMIER LEISURE SERVICES. ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF BARNSLEY PREMIER LEISURE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE BARNSLEY PREMIER LEISURE SERVICES, FROM INABILITY TO USE THE BARNSLEY PREMIER LEISURE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE BARNSLEY PREMIER LEISURE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE BARNSLEY PREMIER LEISURE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE BARNSLEY PREMIER LEISURE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE BARNSLEY PREMIER LEISURE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE BARNSLEY PREMIER LEISURE SERVICES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE BARNSLEY PREMIER LEISURE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE BARNSLEY PREMIER LEISURE SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, under no circumstances shall Barnsley Premier Leisure or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental

actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **Requests for Removal of Links or Cached Materials**

Barnsley Premier Leisure occasionally receives requests from people to remove links from its indices. Although Barnsley Premier Leisure reserves the right to address such requests individually, the general approach that Barnsley Premier Leisure takes reflects the following principles:

Barnsley Premier Leisure's indices consist of information that has been identified, indexed and compiled through an automated process with no advance review by human beings. Given the enormous volume of web site information added, deleted, and changed on a frequent basis, Barnsley Premier Leisure cannot and does not screen anything made available through its indices. For each web site reflected in Barnsley Premier Leisure's indices, if either (i) a site owner restricts access to his or her web site or (ii) a site is taken down from the web, then, upon receipt of a request by the site owner or a third party in the second instance, Barnsley Premier Leisure would consider on a case-by-case basis requests to remove the link to that site from its indices. However, if the operator of the site does not take steps to prevent it, the automatic facilities used to create the indices are likely to find that site and index it again in a relatively short amount of time.

Barnsley Premier Leisure stores many web pages in its cache to retrieve for users as a back-up in case the page's server temporarily fails. Site owners may block Barnsley Premier Leisure from returning cached versions of their pages by using the NOARCHIVE meta-tag. Site owners may also request immediate removal of cached page from the Barnsley Premier Leisure Search Service. Barnsley Premier Leisure evaluates such requests for the immediate removal of cached content on a case-by-case basis and does not guarantee that every request will be granted.

### **Miscellaneous Provisions**

These Terms of Service will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Barnsley Premier Leisure.

## Standard terms and Conditions of Entry

BETWEEN:

- (1) Barnsley Premier Leisure of the Metrodome Leisure Complex Queens Ground Queens Road Barnsley ('BPL'), and
- (2) You the entree ('The Entree')

IT IS AGREED AS FOLLOWS:

### 1. Definitions and Interpretations:

- 1.1 "the Manager" means the Manager of the relevant Premises or his authorised representatives.
- 1.2 "the Entree" means the person/ persons, body of persons or organisation/s using the designated part of the Premises.
- 1.3 "Date of Hiring" means the day on which the Entree is entitled to use the designated part of the Premises as shown by a valid ticket.
- 1.4 "BPL" means Barnsley Premier Leisure, including any of its Subsidiaries.
- 1.5 "the Premises" means BPL Leisure facility to which this relates.
- 1.6 "the rights" means the right for the Entree and all persons duly authorised by it or any persons at the Premises expressly or impliedly with its authority and under its control, to use the designated part of the Premises and the furniture and equipment in the Premises and the access ways, toilets and changing rooms in the Premises for the rights period.
- 1.7 "the Fee" means the amount payable by the Entree to BPL for the rights.
- 1.8 "VAT" means value added tax or any other tax of a similar nature at the applicable rate from time to time.
- 1.9 Words importing one gender include all other genders; words importing the singular include the plural and vice versa: words importing persons include a corporate body and a partnership and vice versa.
- 1.10 Where the Entree comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by the Entree are joint and several.
- 1.11 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

### 2 Entree's Obligations

The Entree agrees with BPL as follows:

- 2.1 The Entree must pay to BPL the Fee in accordance with BPL's published scale of charges. The BPL reserves the right to vary these fees at any time without notice.
- 2.2 The Entree must keep the Premises clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the rights.
- 2.3 Immediately upon the occurrence of any kind of damage to the Premises or any apparatus or equipment or other property of any kind on them, or injury to any person on the Premises, in any way arising directly or indirectly out of any act, omission or

negligence of the Entree, or any persons at the Premises expressly or impliedly with its authority, or the exercise or purported exercise of the rights, or any breach or non observance by the Entree of the obligations, conditions or other provisions of this Agreement, the Entree must immediately notify the BPL and make good the same, or pay to BPL or the person injured full compensation in money for such damage.

- 2.4 The Entree must comply in all respects with the requirements of all statutes applicable to the Premises or the exercise of the Rights.
- 2.5 The Entree must comply with any rules and regulations which BPL may make governing the use of the Premises and the exercise of the Rights and of which BPL notifies the Entree or which are displayed at the Premises.
- 2.6 The Entree must not do anything on the Premises nor exercise the Rights, in such a way as to cause damage to the Premises or nuisance, annoyance, disturbance, inconvenience, injury or damage to BPL or its other customers or the owners or occupiers of adjacent or neighbouring premises.
- 2.7 The Entree must keep BPL and BMBC indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Entree, or any persons at the Premises expressly or impliedly with its authority, or the exercise or purported exercise of the rights, or any breach or non observance by the Entree of the obligations, conditions or other provisions of this Agreement. BPL and BMBC will not be held responsible to the Entree or any other person for death or personal injury in the absence of negligence of BPL or for any other loss, including property by theft, damage or any other means.
- 2.8 Smoking is strictly prohibited the Entree agrees not to smoke on the Premises save for designated areas

### **3. VAT**

- 3.1 See flow diagram to see vat position

### **4. Prohibited Acts without Authorisation from the Manager**

The Entree shall not do any of the following except with the prior written authority from the Manager:

- 4.1 Advertise or announce any event to be held at the Premises. (The Entree acknowledges that he does not have any right to advertise nor receives any advertising within the Fee)
- 4.2 Bring food, drink or any drugs (other than those prescribed by a registered medical practitioner) dangerous substance or obnoxious material into the Premises
- 4.3 Bring or permit any animals into the Premises except guide dogs.
- 4.4 Put up any advertisements, signs, notices or decorations.
- 4.5 Play any music, video or perform any work that may infringe any intellectual property right.
- 4.6 Alter or interfere with any equipment or fittings of the Premises or structure thereof.
- 4.7 Bring any equipment onto the Premises that has not been appropriately tested for safety. All equipment that has been

tested must have the approved certificate for inspection by the Manager.

## **5. Refusal, Cancellation & termination**

BPL reserve the right to:

- 5.1 Remove any entree from the Premises as it may deem fit without stating any reason.
- 5.2 To cancel any rights, upon such cancellation BPL will refund the Entree any monies paid in respect of the rights which was cancelled. BPL will not be responsible for any expenditure or consequential loss whatsoever the Entree may have incurred or be liable to pay.
- 5.3 The rights shall end (without prejudice to BPL's rights in respect of any breach of the Entree's obligations in this Agreement) immediately on notice served by BPL at any time following a breach by the Entree of the obligations contained in this Agreement.

## **6.0 Miscellaneous**

- 6.1 Nothing in this Agreement is to imply or warrant that the Premises may lawfully be used or are physically suitable for the rights.
- 6.2 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it. The Contract (Rights of Third Parties) Act 1999 is expressly excluded in this Agreement.
- 6.3 This Agreement shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 6.4 The Entree authorises the BPL to obtain, use, process and disclose personal data about it and the persons using the Premises in order that BPL may discharge its obligations under this Agreement, and for other related purposes including updating and enhancing customer records, analysis for management purposes and statutory returns, crime prevention and legal & regulatory compliance including any obligation imposed by the Proceeds of Crime Act 2002. The Entree has a right of access, under the Data Protection legislation, to the personal data BPL holds about the Entree. For the purposes of the Data Protection Act 1998, the data controller can be contacted at the Metrodome site on telephone 01226 730060.
- 6.5 Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation advise from police or competent authority or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible.
- 6.6 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are

received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the BPL it may be severed from this Agreement (or) the remaining provisions of this Agreement shall remain in full force and effect unless the BPL in the BPL's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the BPL shall be entitled to terminate this Agreement.

- 6.7 The printed terms and conditions that may be or have been included in any correspondence or documents of the entree issued in connection with this Agreement will not apply unless expressly accepted in writing by BPL.
- 6.8 The Parties are not partners or joint venturers nor is the Entree able to act as Agent of BPL save as authorised in writing.
- 6.9 Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.
- 6.10 Each party acknowledges that this Agreement and the Conditions including any applicable appendices attached contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 6.11 This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the commencement date but without prejudice to any rights which have already accrued to either of the parties.
- 6.12 The Entree shall not be able to exercise any right of set off or make any deduction in respect of any monies which it is liable to pay pursuant to this Agreement
- 6.13 This Agreement and all rights under it may be assigned or transferred by BPL.
- 6.14 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
- 6.15 The failure by either party to enforce at any time or for any period any one or more of the terms of conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

## **Standard terms and Conditions of Hire**

BETWEEN:

- (1) Barnsley Premier Leisure of the Metrodome Leisure Complex  
Queens Ground Queens Road Barnsley ('BPL'), and
- (2) You the hirer ('the Hirer')

IT IS AGREED AS FOLLOWS:

### **1 Definitions and Interpretations:**

- 1.1 "the Manager" means the Manager of the relevant Premises or his authorised representatives.
- 1.2 "the Hirer" means the person/ persons, body of persons or organisation/s making application or request for the use of the designated part of the Premises.
- 1.3 "Period of Hire" means the period during which the Hirer is entitled to use the designated part of the Premises.
- 1.4 "Date of Hiring" means the day on which the Hirer is entitled to use the designated part of the Premises.
- 1.5 "BPL" means Barnsley Premier Leisure, including any of its Subsidiaries.
- 1.6 "the Premises" means BPL Leisure facility to which this Agreement relates.
- 1.7 "the Rights" means the right for the Hirer and all persons duly authorised by it or any persons at the Premises expressly or impliedly with its authority and under its control, to use the designated part of the Premises and the furniture and equipment in the Premises and the access ways, toilets and changing rooms in the Premises for the Period of Hire.
- 1.8 "the Hire Fee" means the amount payable by the Hirer to BPL for the Period of Hire
- 1.9 "VAT" means value added tax or any other tax of a similar nature at the applicable rate from time to time.
- 1.10 Words importing one gender include all other genders; words importing the singular include the plural and vice versa: words importing persons include a corporate body and a partnership and vice versa.
- 1.11 Where the Hirer comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by the Hirer are joint and several.
- 1.12 Any agreement with the Hirer not to do anything includes an obligation not to permit or suffer that thing to be done by another person where the Hirer is aware that the thing is being done.
- 1.13 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

### **2. LICENCE**

BPL grants to the Hirer the Rights (in common with the BPL and all others authorised by BPL so far as is not inconsistent with the Rights) during the Period of Hire.

### **3. Hirer's Obligations**

The Hirer agrees with BPL as follows:

#### **3.1 Hire Fee**

3.1.1 The Hirer must pay to BPL the Hire Fee in accordance with BPL's published scale of charges. The BPL reserves the right to vary these fees at any time without notice.

- 3.2 Payment (Unless advised & agreed otherwise at the time of booking)
- 3.2.1 20% non-fundable deposit is required on signing the contract to secure the booking.
- 3.2.2 Payment for single bookings must be paid in full, prior to the start of the hire as advised by The BPL.
- 3.2.3 Payment for block or regular bookings must be paid in full, 30 days from the invoice date unless agreed otherwise in writing.
- 3.3 State of Premises
- 3.3.1 The Hirer must keep the Premises clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the Rights.
- 3.3.2 Immediately upon the occurrence of any kind of damage to the Premises or any apparatus or equipment or other property of any kind on them, or injury to any person on the Premises, in any way attributable to the exercise of the Rights, the Hirer must immediately notify the BPL and make good the same, or pay to BPL or the person injured full compensation in money for such damage.
- 3.4 The Hirer must comply in all respects with the requirements of all statutes applicable to the Premises or the exercise of the Rights.
- 3.5 The Hirer must comply with any rules and regulations which BPL may make governing the use of the Premises and the exercise of the Rights and of which BPL notifies the Hirer or which are displayed at the Premises.
- 3.6 The Hirer must not assign or sublicense the whole or any part of the Rights which are personal to the Hirer and may only be exercised by the Hirer.
- 3.7 The Hirer must not do anything on the Premises nor exercise the Rights, in such a way as to cause damage to the Premises or nuisance, annoyance, disturbance, inconvenience, injury or damage to BPL or its other customers or the owners or occupiers of adjacent or neighbouring premises.
- 3.8 The Hirer must obtain all permissions, licences and consents from all the appropriate authorities and serve or display all notices that may be required to exercise the Rights on, at or from the Premises.
- 3.9 The Hirer must keep BPL indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Hirer, or any persons at the Premises expressly or impliedly with its authority, or the exercise or purported exercise of the Rights, or any breach or non observance by the Hirer of the obligations, conditions or other provisions of this Agreement. BPL will not be held responsible to the Hirer or any other person for death or personal injury in the absence of negligence of BPL or any loss of property by theft, damage or any other means.
- 3.10 The Hirer must give full disclosure to BPL of the intended use of the Premises including any persons who are likely to attend the Premises and any party or body the Hirer represents which is connected to the hiring of the Premises.
- 3.11 No sweepstake raffle or tombola or other form of gambling and no lottery is permitted to take place on the Premises
- 3.12 The Hirer shall employ a sufficient number of stewards as required by the Manager to maintain good order during the Period of Hire and shall expel any person acting in a disorderly manner, or disobeying the instruction of the Manager.
- 3.13 Seating must not be rearranged or added to and all doors, entrances, corridors, and exits kept clear and ready for use in an emergency, and it is the responsibility of the Hirer to inform occupants of the Premises of the position of emergency exits and procedure in case of fire or other emergency.
- 3.14 Smoking is strictly prohibited the Hirer agrees not to smoke on the Premises save for designated areas

#### **4. VAT**

- 4.1 If applicable to Comply with the VAT exemption rules the Hirer agrees as follows:

- 4.2 The series of Hires is for a minimum of 10.
- 4.3 Each Period of Hire is to be on a different day but not more than 14 days apart.
- 4.4 No two periods of Hire are allowed on the same day
- 4.5 The Hirer has exclusive rights to the designated part of the Premises to which the hire relates.
- 4.6 Any default of payment for the full contract price will render the benefit of VAT exemption void and VAT will be charged and become payable by the Hirer.
- 4.7 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 4.8 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## **5. Prohibited Acts without Authorisation from the Manager**

The Hirer shall not do any of the following except with the prior written authority from the Manager:

- 5.1 Advertise or announce any event to be held at the Premises. (The Hirer acknowledges that he does not have any right to advertise nor receives any advertising within the Hire Fee)
- 5.2 Bring food, drink or any drugs (other than those prescribed by a registered medical practitioner) dangerous substance or obnoxious material into the Premises
- 5.3 Bring or permit any animals into the Premises except guide dogs.
- 5.4 Put up any advertisements, signs, notices or decorations.
- 5.5 Play any music, video or perform any work that may infringe any intellectual property right.
- 5.6 Alter or interfere with any equipment or fittings of the Premises or structure thereof.
- 5.7 Bring any equipment onto the Premises that has not been appropriately tested for safety. All equipment that has been tested must have the approved certificate for inspection by the Manager.

## **6 Refusal and Cancellation**

BPL reserve the right to:

- 6.1 Refuse any application or request for Hire of the Premises as it may deem fit without stating any reason.
- 6.2 To cancel any booking on giving 7 days notice to the Hirer, upon such cancellation BPL will refund the Hirer any monies paid in respect of the booking which was cancelled. BPL will not be responsible for any expenditure or consequential loss whatsoever the Hirer may have incurred or be liable to pay from the booking (subject to Clause 6.3)
- 6.3 To cancel any booking in their absolute discretion up to or during the Period of Hire if the BPL has not received full disclosure from the Hirer about the events which will take place during the Period of Hire or about the persons whom may be attending the Premises.
- 6.4 In the event of cancellation or variation by the hirer, less than four weeks before the date of hiring 50% of the total hire fee is payable, if less than two weeks before the date of hiring, the full hire fee will be payable.

## **7.0 Termination**

The Rights shall end (without prejudice to BPL's rights in respect of any breach of the Hirer's obligations in this Agreement) immediately on notice served by BPL at any time following a breach by the Hirer of the obligations contained in this Agreement.

## **8.0 Miscellaneous**

8.1 Nothing in this Agreement is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

8.2 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it. The Contract (Rights of Third Parties) Act 1999 is expressly excluded in this Agreement.

8.3 This Agreement shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

8.4 The Hirer authorises the BPL to obtain, use, process and disclose personal data about it and the persons using the Premises in order that BPL may discharge its obligations under this Agreement, and for other related purposes including updating and enhancing customer records, analysis for management purposes and statutory returns, crime prevention and legal & regulatory compliance including any obligation imposed by the Proceeds of Crime Act 2002. The Hirer has a right of access, under the Data Protection legislation, to the personal data BPL holds about the Hirer. For the purposes of the Data Protection Act 1998, the data controller can be contacted at the Metrodome site on telephone 01226 730060.

8.5 All sums due from Hirer to BPL which are not paid on the due date (without prejudice to the rights of BPL under this Agreement) shall bear interest from day to day at the annual rate of 5% over the base lending rate of the Bank of England with a minimum of 4% per year.

8.6 Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation advise from police or competent authority or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately and in particular:

8.6.1 the Hirer shall immediately pay to the BPL all arrears of Payments, and

8.6.2 the Hirer shall be liable to pay BPL for any breach of this Agreement and all expenses and costs the BPL in enforcing its rights under this Agreement.

That this clause shall have effect only at the discretion of the BPL except when such event renders performance impossible for a continuous period of not less than 4 weeks.

8.7 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the BPL it may be severed from this Agreement (or) the remaining provisions of this Agreement shall remain in full force and effect unless the BPL in the BPL's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the BPL shall be entitled to terminate this Agreement by 10 days' notice to the Hirer.

8.8 The printed terms and conditions that may be or have been included in any correspondence or documents of the Hirer issued in connection with this Agreement will not apply unless expressly accepted in writing by BPL.

8.9 Any notice to be served on either of the parties by the other shall be sent by pre-paid Recorded Delivery or Registered Post or E-mail or by facsimile transmission and shall be deemed to have been received by the addressee within 48 hours or posting or 24 hours if sent by electronic mail to the correct facsimile number of the addressee/ e-mail address.

8.10 The Parties are not partners or joint venturers nor is the Hirer able to act as Agent of BPL save as authorised in writing.

8.11 Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.

8.12 Each party acknowledges that this Agreement and the Conditions including any applicable appendices attached contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

8.13 This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the commencement date but without prejudice to any rights which have already accrued to either of the parties.

8.14 The Hirer shall not be able to exercise any right of set off or make any deduction in respect of any monies which it is liable to pay pursuant to this Agreement

8.15 Each of the parties shall give notice to the other of the change or acquisition of any address or telephone telex or similar number at the earliest opportunity but in any event within 48 hours of such change or acquisition.

8.16 This Agreement and all rights under it may be assigned or transferred by BPL.

8.17 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

8.18 The failure by either party to enforce at any time or for any period any one or more of the terms of conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

## **9.0 Data protection consent**

I/We understand that BPL:

- Operates a number of facilities to provide various services to Users.
- Will use any information provided & collected to promote a high quality of service
- May contact me via email, telephone, post or any other communication media with details of any services/offers or other marketing material.
- Will at all times capture and process my personal information in accordance with the requirements set out in the Data Protection Act 1998.

I/We authorise BPL to release to any other organisation, agent or connected company; my name, address, e-mail address, telephone number and any other information which BPL feels in its entire discretion may be relevant unless I/We notify in writing, except if so required by law.

## **10.0 Swimming Pool hire**

10.1 In the case of pool hire the Hirer must adhere to the site specific pool safety operating procedures including the provision of lifeguards.

## **11.0 Acceptance of Terms**

11.1 The terms set out in this contract shall take into effect immediately upon countersigning this contract and returning it to us or upon the commencement of the rights been granted, whichever is the earlier.

## VAT Flow Diagram

Will you have to pay V.A.T for your sporting activity?

