

## 1. Conditions of Hire

- 1.1 This Conditions of Hire document accompanies the Booking Application Form and forms the basis of an agreement between the Customer and The Watershed.
- 1.2 The Customer's signature on the bottom of the Booking Application Form signifies acceptance of these Conditions of Hire.

## 2. Definitions

- 2.1 "The Watershed", "Venue", "Premises" and "Facility" refers to the entire premises and facilities of Kilkenny Local Authorities Leisure Complex Ltd t/a The Watershed.
- 2.2 The "Customer" refers to the person/organiser or Group/School/Organisation/Club/Charity/Association/Company responsible for the commissioning of and payment for the booking or series of bookings.
- 2.3 The "Chief Executive" and "Duty Manager" refers to the Chief Executive and Management Team employed by The Watershed.
- 2.4 The "Booking Application Form" is the basis upon which an agreement is formed between The Watershed and the Customer and must be completed by the Customer for all bookings.

## 3. The Customer

- 3.1 The customer must be 18 years of age or older to hire facilities at The Watershed.
- 3.2 Exclusions to this clause may apply at the discretion of the Chief Executive, during periods of promotion that are specifically addressed to persons aged under 18 years.
- 3.3 Persons hiring the facility on behalf of others i.e. a limited company or other association, must have full authority to do so.

## 4. Booking Application

- 4.1. The Watershed requires that a Booking Application Form is completed for all bookings and series of bookings.
- 4.2. All sections of the form must be completed. The Customer agrees that any materially misleading information given (accidental or otherwise) may render the application/booking and/or price quoted invalid.
- 4.3. The form shall be completed by the Customer or Customer's authorised representative who shall be aged 18 years or over.
- 4.4. Application for the hire of the venue or facilities for recurring group bookings must be made to a Duty Manager.
- 4.5. Completion of the Booking Application Form is not a receipt and shall not be deemed as confirmation of hire.
- 4.6. All bookings will be confirmed to the Customer.
- 4.7. No event shall be publicly announced or advertised to take place on the premises until the booking has been confirmed by The Watershed.
- 4.8. The Customer undertakes to notify The Watershed in advance of any material changes to the booking.
- 4.9. The Watershed reserves the right to refuse any booking application without giving any reason for such refusal.

## 5. Booking Time

- 5.1. The booking time is to include time for equipment to be set up, taken down or stored and the Customer shall take this into consideration when requesting a time slot for their booking. There will be no admission to the hired area outside the booking time.
- 5.2. Any extension to/over-run on the booking time will incur additional charges to the Customer.
- 5.3. As a general rule, bookings are made on the hour but exceptions may apply by special request to the Duty Manager.
- 5.4. Changes or extensions to the booking time may not be possible unless previously agreed in advance with The Watershed.
- 5.5. Any changes to the booking time may incur an additional charge to the Customer owing to the fact that different rates apply for peak, off-peak, week day and weekend hours.

## 6. Charges and Payment

- 6.1. The Watershed will provide the customer with a complete breakdown of all charges and fees in relation to their booking in advance of any booking.
- 6.2. Payments may be made by cash, cheque or laser/credit card. No deductions will be made from laser/credit cards without prior notice to the customer.
- 6.3. A non-refundable deposit or full payment is required in advance of any booking in order to secure same.
- 6.4. Deposit amount is at the discretion of The Watershed and is dependent on type of booking. Deposit amount will be a minimum of 30% of the booking fee and is payable on confirmation of the booking.
- 6.5. Balance of full Payment must be made on the day of the booking, prior to the Customer entering the playing area.
- 6.6. Credit is only available to the Customer at the discretion of the Financial Controller.
- 6.7. Payment is due for credit accounts within 30 days following the date of invoice. Credit may be withdrawn where an account falls outside the 30 days limit and full payment may be requested immediately.
- 6.8. It is the Customer's responsibility to ensure they have been given a receipt and the correct change for all payments at the time of payment.
- 6.9. Cheques should be made payable to 'The Watershed'.
- 6.10. Prices quoted include VAT.

## 7. Checking-In

- 7.1. All customers must check in at Reception and sign the check-in log sheet, before entering the activity area.
- 7.2. The Watershed reserves the right to refuse admission to the hired area, changing areas and spectator's area if any stipulated up-front payment has not been made or the Customer's account is in arrears.
- 7.3. For group bookings, an authorised group member must sign in at Reception before the group enters Reception or the hired area.

## 8. Cancellation by the Customer

- 8.1. The customer will be liable to pay the total hire charge of the booking if the cancellation occurs less than 48 hours prior to the time of the booking.
- 8.2. The Customer will be liable to pay the total hire charge of the booking for any non-attendance, forfeiting any deposits paid.

## 9. Cancellation by The Watershed

- 9.1. The Watershed reserves the right to cancel or amend any booking for the purposes of maintenance and/or essential repair, in the event of adverse weather conditions or for any reason deemed necessary and shall in such instances, inform the Customer giving as much notice as possible.
- 9.2. The Watershed reserves the right to refuse or cancel any booking which they consider likely to be in any way objectionable detrimental to the hiring of facilities i.e. a nuisance or cause of interference to other users or neighbours and The Watershed shall not as a result of exercising this right, incur any liability for any consequential loss or expenses incurred by the Customer either directly or indirectly.

## 10. Facility Hire and Use of Equipment belonging to The Watershed

- 10.1. Facilities and equipment may only be used for the purpose for which they are designed and it is the Customer's responsibility that they have obtained the appropriate instruction from a member of The Watershed staff before attempting to operate any equipment on the premises.
- 10.2. Customers must pay attention to specific rules concerning the use of each individual hired area and co-operate with instruction from The Watershed staff at all times.

- 10.3. The Customer will be liable for any damage caused to any room, facilities, furniture or equipment caused by their own acts or omissions or those of any member of their party including spectators.
- 10.4. The Customer shall report any damages or loss to The Watershed immediately.
- 10.5. The Customer shall pay The Watershed the cost of making good any such damage or loss.
- 10.6. Spectators are restricted to the designated viewing areas and are not permitted to cross the running track or onto the field of play.
- 10.7. The Watershed will only permit the use of their bouncy castle after the Customer has read and agreed the terms of use for same and has signed the relevant consent form.
- 10.8. Equipment belonging to The Watershed may not be moved from its normal area of use without the consent of the Duty Manager.
- 10.9. Equipment may not be removed from The Watershed premises at any time.
- 10.10. The Customer will ensure that the premises are left in a tidy and orderly condition at the end of the period of hire and that any equipment used is returned to the equipment store.
- 10.11. All litter must be removed and/or placed in the bins provided at the end of every activity before vacating the hired area.
- 10.12. The Customer shall ensure that the premises are vacated by all participants and/or spectators by the time stated on the Booking Application Form.

#### **11. Equipment and Services brought in by the Customer**

- 11.1. Only equipment that has been notified to The Watershed in advance of any booking and authorised accordingly, may be brought on to the premises.
- 11.2. The Customer must ensure that the Reception area and all passageways, corridors, changing areas, emergency exits and emergency access areas shall be kept free from any unnecessary obstruction at all times.
- 11.3. All items of equipment brought onto the premises must be fit for purpose and comply with any necessary regulations. The Customer must provide proof of such compliance if requested by The Watershed.
- 11.4. Any externally arranged services by the Customer must be notified on the Booking Application and must have the prior consent of the Chief Executive. The Customer will indemnify The Watershed against any liability or resultant cost.

#### **12. Set-Up**

- 12.1. Any special set-up and/or equipment the customer would like to have for the booking must be requested on the Booking Application Form. Additional charges may apply.
- 12.2. No alterations shall be made to the arrangement of any of The Watershed's facilities and/or equipment without the previous approval of The Watershed.
- 12.3. No decoration or notices (external or internal) shall be put up without the prior approval of The Watershed.

#### **13. Photography and Recording Equipment**

- 13.1. The Customer shall not take any photographs or permit any photographs to be taken on the premises unless the previous consent of the Chief Executive has been sought and obtained.
- 13.2. The Customer will not use equipment for the purpose of filming the whole or part of any activity or area of The Watershed or its employees unless the previous consent of the Chief Executive has been sought and obtained.
- 13.3. In the event of such approval being given, only upon such terms and conditions as may be specified by the Chief Executive may the photographs be taken or filming carried out and a member of The Watershed staff will oversee such activities at all times.

#### **14. Public Address System**

- 14.1. The customer may request the use of the Public Address system. Consent for the use of the Public Address System is dependent on the customer abiding by the guidelines for use as given by The Watershed.
- 14.2. Use of the same may be withdrawn by The Watershed if the guidelines for use are not being abided by or if the use of the Public Address proves to be a nuisance to our other users and/or local residents.

#### **15. Consumption of Food and Beverages**

- 15.1. No food or beverages may be brought into The Watershed unless prior consent has been obtained.
- 15.2. Exclusions to this clause will apply to the consumption of water/juices necessary for hydration during periods of activity and to food and beverage items purchased at The Watershed.
- 15.3. Chewing gum is not permitted anywhere on the grounds of The Watershed.
- 15.4. Alcohol and any illegal substances may not be consumed on the premises.
- 15.5. Glass bottles/containers are not permitted anywhere on the grounds of The Watershed.

#### **16. Use of Company Logo and Images of The Watershed**

- 16.1. The Watershed's name/logo may only be used in publicity, once a proof of any promotional material has been approved by the Chief Executive.
- 16.2. Photographs and advertisements featuring or referring to The Watershed, its logo, staff, premises, facilities and any activities taking place on the premises may only be used with the consent of the Chief Executive.

#### **17. Child Protection and Safety**

- 17.1. Where bookings for activities will involve or be undertaken by persons aged under 18 years, the Customer will provide the correct number of adult supervisors/trainers to be present on site and during the said activity at all times.
- 17.2. The Customer shall provide The Watershed with the name and contact details of their Child Protection Officer if applicable.
- 17.3. Persons under 18 years of age must be actively supervised by the Customer at all times.
- 17.4. Persons under 18 years may not be on site unsupervised before the start time of any booking.
- 17.5. Persons under 18 years must be collected promptly at the finish time of any booking and must be supervised by the Customer until such collection.
- 17.6. Persons under 11 years of age will not be permitted access to the pool complex unless accompanied by a responsible person aged 18 years or over who must wear the correct pool attire and get into the water.
- 17.7. Persons under 16 years are not permitted to use the Health Suite.
- 17.8. Persons under 16 years are not permitted to use the Fitness Gym.

#### **18. Instructors**

- 18.1. For the hire of the pool complex and other facilities for the purpose of conducting training/coaching sessions, swimming lessons and fitness classes, The Watershed will specify the number of attendants i.e. supervisors, swim teachers or fitness instructors required.
- 18.2. The Watershed will provide the Customer with information regarding the responsibilities of such attendants where necessary.
- 18.3. All of the attendants provided by the Customer must have the appropriate and up to date qualification.
- 18.4. Should the Customer fail to provide the appropriate number of attendants, The Watershed may be forced to cancel the booking, alternatively, The Watershed may provide a member of their own staff, the fee for which will be chargeable to the Customer.
- 18.5. The Customer's attendants must co-operate and comply with any instruction given by The Watershed staff at all times.

## 19. Code of Conduct

- 19.1. The Watershed's published Code of Conduct which must be adhered to by the Customer at all times and copies of same are available on request.
- 19.2. Any persons creating a disturbance, under the influence of drugs or alcohol, behaving in a disorderly manner or displaying or engaging in behaviour that is deemed inappropriate by The Watershed shall be asked to leave the premises immediately and may not be readmitted.
- 19.3. The Watershed reserves the right to terminate any booking in such cases where the Code of Conduct is not being abided by and the customer may be summarily asked to leave.

## 20. Car-Parking

- 20.1. For Group Bookings, the Customer will inform The Watershed of the amount of car-park spaces that are likely to be required during the time of their bookings and the mode of transport that will be used by members of their party including spectators.
- 20.2. The Customer will be aware that car park spaces at The Watershed are limited and The Watershed may not be able to cater for all the car-park spaces required by the Customer.
- 20.3. The Customer will ensure that all members of their party including spectators, will abide by the instructions given by The Watershed staff in relation to the car-parking that is provided on the premises and any restrictions that apply during the time of their booking.
- 20.4. Customers will agree to be mindful and respectful of local residents at all times.

## 21. Health and Safety

- 21.1. The Watershed has a Health and Safety Statement and set of Emergency Action procedures with which the Customer will be expected to comply
- 21.2. The Customer is also required to comply with all health, safety, fire and general instructions issued by The Watershed staff.
- 21.3. Authorised officers of the Emergency Services e.g. Fire Service, Ambulance Service and An Garda Siochana shall be permitted access to the hired area at all times by The Watershed during any booking if required.
- 21.4. Members of The Watershed staff are trained Occupational First Aiders which includes the operation of an A.E.D. (Defibrillator device) that is located at Reception. Any requests and guidance given by The Watershed staff to the Customer and any member of their party including spectators, must be strictly co-operated with so that the appropriate First Aid can be administered.
- 21.5. No animals are allowed on the grounds of The Watershed without permission from The Watershed with the exception of the Guide Dogs and Assistance Dogs.

## 22. Accidents, Incidents and Complaints Handling

- 22.1. The Watershed operates a policy for the handling of all Accidents, Incidents and Complaints which includes the completion of a Report Form. The Customer will provide The Watershed with all information necessary for the completion of this form.
- 22.2. All accidents, incidents and any injuries no matter how minor must be reported by the Customer to The Watershed immediately.
- 22.3. Any damage to or fault with any equipment, fixtures or fittings must be reported by the Customer to The Watershed as soon as it is known.

## 23. C.C.T.V.

- 23.1. Comprehensive CCTV equipment is in operation on the grounds of The Watershed which records all activities 24 hours.
- 23.2. Recordings may be viewed by The Watershed staff and members of An Garda Siochana or other appropriate personnel in the event of any incident or attempt to disregard The Watershed's Code of Conduct, theft, vandalism, violence or any inappropriate behaviour.

## 24. Liability and Insurance

- 24.1. The Watershed shall not be responsible for any damage, injury or loss caused to or sustained by the Customer or any member of the Customer's party including spectators, arising out of or in connection with the use of The Watershed premises and facilities, including the entering and leaving of same.
- 24.2. Vehicles, their contents and any personal belongings are left on The Watershed's premises at the owner's risk and The Watershed will accept no responsibility or liability for the loss or damage to personal effects belonging to the Customer or any members of their party including spectators.
- 24.3. For Group Bookings, the Customer will ensure the necessary Public Liability Insurance cover is in place and will enclose a copy of the Policy with the Booking Application Form.
- 24.4. The Customer will indemnify The Watershed against all expenses, costs, fees, damages and losses arising out of or in connection with any accident or injury.
- 24.5. If any damage caused by the Customer prevents facilities being used and/or activities taking place, whilst the damage is being repaired and/or equipment replaced, the Customer may be charged for revenue lost during this period.
- 24.6. Clubs and organisations that provide any form of paid or free instruction or coaching during the period of hire must have the appropriate insurance.
- 24.7. Only caterers which have been notified to and approved by the Chief Executive prior to the date of the booking will be permitted to trade on the premises
- 24.8. The Customer will ensure that any caterers will hold the relevant and up to date license and insurance policies and will operate within the appropriate regulations.
- 24.9. The Watershed takes no responsibility for any injuries in cases where instruction is provided by free lance instructors, club officials or coaches.

## 25. Policies and Procedures

- 25.1. The Watershed conducts its entire operations according to a set of policies and procedures, some of which may be applicable to the Customer for certain bookings.
- 25.2. It is the responsibility of the Customer to inform themselves of any such policies and procedures that apply to their particular booking. A list of such documents is noted below and copies will be made to the Customer upon request.

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| ▶ Company Health and Safety Statement  | ▶ Public Address System Guidelines for Use    |
| ▶ The Watershed Code of Conduct  | ▶ Children's Camps Information for Parents    |
| ▶ Fitness Gym Regulations  | ▶ Sports Hall Regulations                     |
| ▶ All Weather Pitch Regulations  | ▶ Grass Pitch and Athletics Track Regulations |
| ▶ School Swimming Lessons Program Regulations and Guidelines for Teachers and Students | ▶ Membership Terms and Conditions             |
| ▶ Bouncy Castle Guidelines for Parents and Form of Consent                             |   |