



TERMS & CONDITIONS OF USE

1. INTERPRETATION

- a) 'The Management' means The Pickaquoy Centre, on behalf of The Pickaquoy Centre Trust.
- b) 'The Centre' means The Pickaquoy Centre building, its car park and grounds such as are under the jurisdiction of the Management.
- c) 'The Manager' includes any officer of the Centre authorised by the Management.
- d) 'User' means any person using the Centre or any of its facilities, whether or not any charge has been made, and includes spectators.
- e) "Contract Bookings" are defined as either a single or multiple facility booking by either a sports clubs or organisations.

2. ADMISSION

The Manager may refuse admission to any person without giving any reason for doing so and similarly may require any person to leave the Centre. Children under the age of eight years are not permitted in the Centre unless accompanied by, or under the supervision of, a responsible adult as per the Centre's Admissions Policy. .

3. DAMAGE OR LOSS OF PROPERTY

The Management does not accept responsibility or liability for any damage to, or loss of, any property or articles whatsoever placed or left in or at the Centre or any part thereof by a User.

4. INJURY

- a) Use of the Centre and all equipment, facilities and amenities thereof is entirely at the User's own risk and the Management shall not be liable for any personal injury or death to any User or for consequential loss, otherwise than as a result of the defective condition of the Centre or its equipment or of the negligence of the Management, its agents, officers or servants.
- b) The lack, or inadequacy of supervision of any facility shall not be deemed to constitute negligence unless supervision has been expressly arranged with the Manager in advance.

5. A USER SHALL

- a) Comply with all instructions issued by the Management or as published by notice on the premises or website.
- b) Carry out and observe all instructions of the Management relating to the use of the Centre and user conduct therein which may from time to time be published by notice on the premises or otherwise.
- c) Pay to the Management on demand the cost of any damage (except from fair wear and tear) incurred or occasioned to the Centre or to the fixtures, apparatus, equipment, furniture or other contents thereof, by the User in the use of the facilities or premises or by any person under the User's care.
- d) Indemnify the Management against all penalties incurred as a result of breach or infringement of copyright occurring during the period of use.
- e) Obtain any licence which is required by law, in addition to those already held by the Centre, and shall comply with the terms of the licence, and shall produce the licence for the Manager if requested not less than 7-days before the hiring.
- f) Obtain Public Liability Insurance which is required by law, in addition to those already held by the Centre, and shall comply with the terms of the licence, and shall produce the licence for the Manager if requested not less than twenty-four hours before the hiring.
- g) Inform the Management of any music to be used during a event and pay any additional licence fees for such use.
- h) Observe and comply with all statutory provisions which may be applicable by nature of the proposed use.
- i) Comply with all Terms and Conditions related to the use of public internet access.
- j) Indemnify the Management against all claims, demands, actions or proceedings in respect of the death of or injury to any persons, or damage to or loss of property belonging to any person (other than that of the Management) arising out of the use of the Centre otherwise than as a result of the defective condition of the Centre's equipment or the negligence of the Management, its agents, officers or servants.
- k) Indemnify the Management against all claims, demands, actions and proceedings in respect of any infringement of copyright or any unauthorised performance at the Centre by the Users or their agents.
- l) Ensure that all parts included within the hire of the premises and any equipment used is left in a tidy and orderly condition by the end of the period of use. The User must report any damage to the Centre's property to the Management prior to leaving the premises.
- m) Refrain from any conduct which in the opinion of the Management is unseemly or unsporting or which might cause annoyance or injury to other Users of the Centre.

n) Only park vehicles in designated spaces, If this is not adhered to, the Centre will enforce parking restriction measures where appropriate. The Management accepts no responsibility for any vehicle damage.

6. A USER SHALL NOT (unless authorised by the Managing Director)

- a) Bring or permit to remain in or on the premises any animal except guide dogs.
- b) Sell or supply to the users any goods whatsoever.
- c) Put up any decorations internally or externally.
- d) Take photographs in or of the Centre or arrange any recordings of filming or televising of any performance or activity therein without prior permission..
- e) Advertise or publicly announce any event to take place at the Centre (see 7 below).
- f) Alter or interfere with any equipment or fittings of the Centre or the structure thereof.
- g) Smoke in any area of the Centre – a designated external smoking area may be made available for events.
- h) Wear outdoor or black-marking soled shoes within the Arena, Studio, Squash & Racketball Courts, except at a designated function or event.
- i) Wear inappropriate studded footwear on the All Weather Pitch.
- j) Use or permit the premises or any part thereof to be used to perform in public any dramatic or musical work or lecture in which copyright subsists without permission from the copyright holder in writing, which must be shown to the management not less than 7 days beforehand.
- k) Conduct any collection, game of chance, sweepstake, sale of programmes, raffle, lottery etc without prior permission.
- l) Access any online sites which may be deemed offensive to others.
- m) Use a facility or playing area for any activity other than that for which it is allocated by the Management. If in the opinion of the Management any person is not making full use of a facility hired by them, the right is reserved to reallocate unused parts thereof and refund the unused part of the booking.

7. PRESERVATION OF GOOD ORDER DURING FUNCTIONS

A User responsible for a hire shall:

- a) Ensure that all doors giving egress from hired premises shall be kept unfastened and unobstructed and immediately available for exit at all times during the hire period along with ensuring that there is no obstruction placed or allowed to remain in any corridor giving access to the hired premises.
- b) Provide such number of qualified stewards/security/first aiders as may, in the opinion of the Management, be necessary to secure the proper conduct of the function and, where appropriate, for the regulation of traffic and the parking of vehicles. The Management reserves the right to provide or nominate a number of such stewards/security/first aiders and when this is done the cost will be borne by the user.
- c) Ensure that all stewards/security/first aiders wear a distinguishing uniform throughout the period of hiring.
- d) Provide labour and assistance where necessary for the rearrangement of furniture and equipment. The Centre may provide labour, which will be at the expense of the user.
- e) If the user fails to observe and perform any of the stipulations contained in the foregoing provisions of this condition, the Management may charge to the user any expenses incurred by the Management in engaging Police Constables or other persons to secure such observance.

8. VENUE

In all correspondence, leaflets, posters and advertising material, the venue must be referred to as 'The Pickaquoy Centre.' All posters, leaflets, advertising copy etc., to be used in promotion of events at the Centre must receive prior approval of the Management and the right to alter or prevent the use of such copy is held by the Management.

9. CENTRE USERS

Centre users are broken down into three classifications unregistered user, registered user and annual paying member:

- a) Adults – all those aged 16 and over unless otherwise stated.
- b) Juniors – all those aged 15 and under.
- c) Where applicable, concessionary prices can be obtained upon production of the relevant documentation as detailed within the price list.
- d) Students – those in full time education.
- e) Senior Citizens – those age 60 and over.
- f) People with disabilities, ES 40 and income support claimants.
- g) Unregistered users are not permitted to book any facilities in advance unless the activity is paid for at the time of booking.
- h) Registered users may book facilities up to seven days in advance and pay when the booking is taken up – subject to availability.
- i) Paying annual membership entitles users to book up to fourteen days in advance for the activities applicable to their membership – subject to availability.
- j) Please note that all cinema bookings must be paid at the time of booking and are non-refundable.
- k) Please refer to the Centre's Admissions Policy/Conditions of Use for details on user access to facilities.

10. APPLICATIONS FOR CONTRACT BOOKINGS

a) Enquiries regarding advanced bookings of either a single or multiple nature by sports clubs and organisations for facilities may be made by using the correct booking form which is available either online or from reception. These

bookings are referred to as contract bookings. Individuals, clubs or groups must be a registered user with the Centre to submit a contract booking.

11. CANCELLATIONS

- a)** Registered User – in the event of cancellation of a booking, the full fee will be payable unless notice is received more than 6 hours beforehand.
- b)** Annual Membership User - if you book an activity class or hire a facility and cancel within 6 hours of it taking place, you will be charged a cancellation fee.
- c)** Tickets purchased for The Phoenix Cinema or events at the Centre are non-refundable unless otherwise stated.
- d)** Contract Bookings – in the event of cancellation of a booking, the full fee will be payable unless written notice (letter or e-mail) is received more than seven days beforehand along with any additional losses, damages or costs reasonably suffered or incurred by the Trust in relation to the contract booking.
- e)** By the Management – the Management reserves the right to close or prohibit the use of any of the facilities, or to relocate courses, classes, bookings and hires with immediate effect at its discretion. The Management will refund monies paid in respect of any facility hire but will not be liable for any other loss or expenditure incurred by or on behalf of the hirer or on behalf of any other person arising from the exercise of this discretion, or from the cancellation of any booking by the Management.
- f)** Members with Group-X bookings capabilities may book & cancel online. Bookings made at the main reception cannot be cancelled online.
- g)** Course places must be paid in full at time of booking. If a date is cancelled a credit note will be issued which can be redeemed against the cost of a future course place.

12. PRICES

- a)** Prices will be those approved from time to time by the Management, whether published or not. Prices are subject to review, and may be altered without notice at any time.

13. COMPLAINTS

Any complaints should be raised with the Manager on Duty within 48 hours of the event or incident and confirmed in writing to the Managing Director within seven days.

14. EMERGENCY PROCEDURES

The User is to comply immediately with any instruction given by the Manager, officer and servants of the Centre. Centre users must evacuate the premises in the event of the fire alarm sounding.

15. REVISIONS

The Management reserves the right to amend the conditions set out herein and apply further conditions to any particular hirer which it may consider expedient and/or appropriate.

16. APPLICATION OF THESE CONDITIONS

Should any matter arise which is not covered by the preceding conditions, or if there be any doubt as to the interpretation of any of these conditions, the decision of the Managing Director shall be final.