



Terms & Conditions for Hire of the Fitness Suite by Personal Trainers

The letting of the sports facilities of Epsom College is operated and managed by Epsom College Enterprises Limited, here on after known as ECEL. The 'Client' refers to the person, personal trainer, organisation or company booking the facilities or the representative authorised to act on their behalf. "NOPs" Normal operating procedures, systems that outline how the centre works under normal circumstances. "EOPs" Emergency Operating Procedures, systems that apply during an emergency situation. "PT" Personal Trainers.

All Clients are subject to these terms and conditions without discrimination, except where specific exclusions are negotiated. Payment of a deposit by the Client to ECEL is taken as acceptance of these terms and conditions. As such the user is deemed to have read, understood and agreed to be bound by them. Acceptance of all bookings is at the discretion of ECEL.

Details of all bookings must be agreed with ECEL before the booking is confirmed and stated in correspondence.

These terms and conditions are applicable for the booking period only.

ECEL is under no obligation to renew or extend any booking, in the event of such a renewal or extension, these terms and conditions shall continue to apply, except as expressly stated.

Payment Terms

- All bookings will be invoiced in advance and balances settled before a single event or the start of the series of dates.
- If the Client for any reason cancels a session or the full booking, the deposit and full fee is lost.
- Deposits are transferable at the discretion of ECEL for event postponement and rebooked within 3 months.
- Full payment is required not less than 14 days in advance. Failure to settle outstanding balances will result in the event being cancelled.
- Alterations that increase the invoiced fee will be invoiced in arrears.
- Post event invoices terms 30 days from the date of the invoice.
- VAT will be applied to all charges. It is the responsibility of the Client to satisfy ECEL in writing of any conditions that may exempt them from VAT.
- In the event of ECEL cancelling a booking, the hire fee applicable to the cancelled session will be transferred or repaid.

Insurance

- Clients are required to hold and maintain adequate insurance cover against public liability and personal injury Minimum of £ 2M and Professional liability insurance. Copies of all current policies must be provided to and held by ECEL. When ECEL "Hires insurance" applies, the client will be responsible to meet the excess for all claims made against the policy.
- Clients must undertake risk assessments and show evidence that the outcomes of the assessments have been acknowledged and appropriate systems put in place to limit any risk. Copies of all risk assessments must be provided to and held by ECEL.

Limitations of Liability

- ECEL accepts no responsibility for loss or damage to property of the Client or by any persons for whom the Client is responsible while in the centre, car park or grounds.
- ECEL and its employees shall be under no liability in respect of personal injury to or, the death of any person caused by the negligence or recklessness of the Client or by any persons for whom the Client is responsible.
- ECEL accepts no liability in the event of technical and/or emergency failures in or during events beyond the control of ECEL and reserves the right to make cancellations in such circumstances. Clients will be notified of any cancellation as soon as ECEL is aware and refund the booking fee for the date of the cancellation only.
- Bookings can only be made and supervised by an adult aged 18 or above and appropriately authorised individual.

General Conditions

The Client must cooperate with ECEL staff at all times to enable them to carry out their duties and obligations.

The facilities are let to Clients as detailed in correspondence and NOPS. Any activity undertaken by the Client that substantively varies or is in violation of these booking conditions or NOPS will result in the event being stopped and could result in the immediate termination of contracts.

Subletting/Retailing: The Client is not at liberty to sub let any part of the facility. Clients are not authorised to sell or trade while on the premises. All bookings are inclusive of time required to set up and vacate the area for the given activity.

Equipment: Such equipment as agreed with the Client will be provided by ECEL in good working order. All ECEL equipment will be erected and dismantled by ECEL staff. Clients should only assist under the direct guidance of ECEL staff. Equipment brought onto site by Clients must meet all appropriate standards and be installed in accordance with health and safety regulations. It is the responsibility of the Client to ensure that equipment they have brought onto site and use is in good working order and risk assessment have been completed. ECEL can inspect equipment at any time.

Security: ECEL reserves the right to request references and conduct Criminal Record Checks on any and all members of visiting parties, at our cost. Clients will be asked for authorisations prior to checks being conducted. The Outcome of these checks will in the first instance be handled by the manager and individual concerned. Clients are expected to remain vigilant to

security and question people not part of their group who are lingering in the areas they have reserved. Concerns must be raised with the Sports Centre Manager

Health & Safety: The Client must take all reasonable steps to ensure the health and safety of any persons for whom the Client is responsible including spectators. Clients will be briefed on NOP and EOPS, who will impart this information to their group (including spectators) prior to commencing the booking. Failure to adhere to the NOPs and EOPs will result in the immediate termination of the contract between ECEL and Client.

Photography: Under The Data Protection Act (1998), the use of cameras, videos or any other form of image capture equipment is strictly forbidden without the prior permission of ECEL.

First Aid Provision: The client is required to have an appropriately qualified First Aider on site throughout the period of their hire. All incidents where First Aid is administered must be recorded and reported to the Sports Centre Manager.

Smoking and Alcohol: Is prohibited in the centre and throughout the grounds.

Food and Drink: Food can only be consumed in the reception and foyer areas. Drinks can be taken into sports arena in appropriate plastic vessels however any spillage will result in the immediate suspension of an activity, until cleared.

Parking: All vehicles must be parked in the designated parking area. ECEL reserves the right to on occasion to instruct Clients to park 'off-site'. ECEL accepts no liability for the loss or damage to any vehicles or its contents.

Damage: The Client will be held responsible for any damage incurred to equipment or the fabric of the facility or grounds excepting normal wear and tear. Clients are required to inform the Sports Centre Manager of any damages.

Conduct & Behaviour: ECEL reserves the right to remove and/or exclude from the site any person or persons whose behaviour is considered in appropriate, dangerous or may cause offence, by the Sports Centre Manager.

Accident and Incident Reporting: ECEL must be informed of all accidents or incidents no matter how minor as identified in the NOP's.

Supervision Clients are responsible for the actions, behaviour and conduct of all members of their group. The actions of an individual will be considered as a collective act. Clients are responsible for supervising juniors throughout the period of hire, including changing until the group vacate site. The Client is responsible for ensuring persons under the age of 18 are supervised by an accompanying adult.

Clothing / Footwear /Lockers. Appropriate clothing and clean footwear must be worn for each surface and sport. ECEL accepts no responsibility for items left unattended, in lockers or changing rooms.

Detailed terms and Conditions for Personal Trainers.

1. Each hire is a single contract applicable for the agreed letting period.
2. PTs are not ECEL employees.
3. PTs may not purport or promote themselves as being part of ECEL, or the school. PT's found to have represented themselves as being connected to the school or ECEL will have their contract immediately terminated.
4. Joint marketing material will be made available. Images and materials used by PTs bearing the image or logo of the school or PT Suite must be reviewed and approved by the Sports Centre Manager before being issued by PT's to the general public.
5. PTs' are responsible to ensure that their customers are able and healthy enough to undertake the activity for which they are to participate in while on the premises.
6. Industry "Best Practice" is to be applied at all times and PTs will conduct appropriate health checks and inductions for all of their clients before they undertake exercise, retaining sufficient and appropriate information.
7. The relationship between the PT and their customers is exclusive and private.
8. ECEL cannot guarantee that any and all the equipment will be available. Every attempt will be made to ensure that equipment is serviceable and in full and good working order.
9. Spectators are not allowed in the Fitness suite.
10. PT's may have up to three clients in the fitness suite at anyone time
11. PT's clients must be over 16 years of age.
12. Before commencing a series of bookings the PT must provide ECEL with evidence of their qualifications first aid certificate and insurances.
13. PT's are required to attend training sessions before they commence a series of bookings , when they will be inducted in the NOP and EOPs.
14. PT's are required to attend training sessions before they commence a series of bookings , when they will be inducted in the use of the fitness equipment (Workstations).
15. PT's will upon arrival report to the Sports Centre Manager who will record their presence
16. PT's are required to meet, greet and supervise their clients at all times while in the building.
17. PT's will maintain a diary of the attendance for all their clients which must be available for inspection by ECEL management.
18. PT's are responsible to supervise their clients while in the fitness suite, ensuring that clients use the equipment and conduct themselves in a safe and courteous manner.
19. PT's do not have exclusive rights of access and will be required to share facilities with up to 5 other PTs and their clients'. In the event of an issue arising due to access to equipment a PT will in the first instance discuss the issue with the Sports Centre Manager. Formal complaints will be addressed to the Sports Centre Manager, who will review the problem and advise the PT of their decision and action to be taken. The Managers decision is final.
20. PTs are required to book a minimum of 4 sessions, which are assigned to a specific session in consecutive weeks. Booked sessions can only be altered with the express permission of the manager.
21. Booked sessions for 4, 8 or 12 sessions must conclude within 7 days of the original completion date. Sessions cannot be carried forward.
22. No equipment goods correspondence or other items can be stored on the premises.