



# Stockport Harriers & Athletics Club

## Woodbank Stadium



### Terms & Conditions of Hire

#### 1. Booking Applications

Applications for hire must be made in writing and will be acknowledged in writing either by post or email. Applications must be made 14 days in advance of the booking. Bookings at short notice may be considered by the management on an individual basis.

Provisional bookings will be held for 14 days. After this time provisional bookings may be released without notification. Any bookings to take place from the day of the enquiry will need to be contracted immediately to secure the booking.

#### 2. Correspondence

The facility is NOT a postal address therefore correspondence should be made either electronically or by post to the addresses made available on the facility website [www.woodbankstadium.co.uk](http://www.woodbankstadium.co.uk).

#### 3. Charges

The hirer accepts the charges as agreed at the time of booking and may be amended by the management from time to time, including any additional charges to cover additional staff, damage, loss, or over running of the hire period.

#### 4. Payment

Payment terms will be agreed at the time of booking with the management. For block bookings the usual payment method is by invoice and for casual bookings the user will be requested to pay in full at the facility each time they visit.

All bookings, except where special circumstances are evident will be subject to a non-refundable deposit. Payment terms for short notice bookings will be arranged at the discretion of the management.

#### 5. Cancellation

Bookings cancelled with more than a week remaining before their booking will be refunded any payment made excluding the non-refundable deposit. Bookings cancelled less than a week prior to the booking date are liable to pay the full hire charge. This will not apply where bookings dates are changed rather than cancelled however particular attention will be paid should a hirer regularly move booking dates.

The management reserves the right to cancel any booking in the event of any unforeseen circumstances prior to the booking or if in the opinion of the management any regulation or requirement of any public, local authority or owner of the facility may be contravened by holding the event / honouring the booking. In which case, the management shall return any deposit paid by the hirer.

The management reserve the right to change, vary or amend any of the terms and conditions of this agreement by giving not less than twenty-eight days' notice, and allowing the hirer the option to terminate the agreement with a full refund on future bookings.

#### 6. Entry & Admission

The management, by discretion has the right to refuse entry or remove any person from the facility at any time. The management reserves the right to suspend future bookings pending a review of the conduct of an individual or group within the venue or towards staff. Please note that access to changing facilities and toilets (from 30 minutes prior to and 30 minutes after any booking is included within both Track Hire charges and Club Room Charges laid out.

To ensure safe and appropriate use of the facilities any booking requiring the use of facilities and equipment related to Jumps, Throws, Hurdles or Strength and Conditioning Equipment must be accompanied by evidence that the Hirer will provide at least one appropriately qualified person on site throughout the booking period. Failing this, the Hirer may request the provision of a suitable qualified Coach, at an additional charge, as part of the application to hire.

#### 7. Right to Reallocate

At the complete discretion of the management should any user group or hirer been seen to not be making best use of the facilities they are hiring the management has the right to reallocate the areas of space that are not being used. This is in the interest of maximising facility use.

#### 8. Stadium Access

Given the isolated location of the facility, access to the stadium is restricted and there is a necessity to park elsewhere and walk to the track. There is a location map and directions sheet available on the Club and Facility websites. Directions to the facility are available, including for those using public transport.

Hirers are required to ensure all drivers connected with the hire (including deliveries and contractors) are aware and comply with the minimal traffic requirements of the Council for the park and agree;

- i. Access is limited to the stretch of path from the Park Lane entrance to the Woodbank Athletics Facility

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- ii. The speed limit is 10mph
- iii. Hazard warning lights should be used whilst driving in the park
- iv. Approved key holders **MUST** always lock the access gate immediately after use. Failure to do so that results in unauthorised access will result in all costs being payable by the hirer

Hirers **MUST** clearly highlight the restrictions on vehicular access to the park for unauthorised users. **ONLY** Listed key holders and blue badge holders are permitted vehicular access. Should a hirer, on occasion need to escort additional vehicles into the park they must inform the club of the reason for this and likely number of vehicles.

Vehicular access should only be granted to those who are carrying equipment for use at the facility or disabled facility users and drivers must be made aware of these rules and regulations for driving in the park. A booking may be terminated and future bookings refused should a hirer allow unauthorised or unnecessary vehicular access to the park.

### 9. Transfer

Bookings made at the stadium are non-transferrable. This is at complete discretion of the management.

### 10. Sub-Letting

The hirer will not be permitted to sub-let the facility without prior, written consent from the management. Facilities hired cannot be used for private, financial gain without written consent from the management.

### 11. Rules & Regulations

The named hirer must ensure that all persons using the facility during the hire period conform to all rules and regulations laid out by the management which are available on the facility website and displayed in the clubhouse. The user guide, provided to all hirers upon confirmation of their booking will outline all the rules and regulations governing the use of the stadium and its equipment and staff.

### 12. Supervision

The management reserves all rights to provide staff to supervise use of the facility during any hire period. The hirer must provide a named person who is responsible for the hire period and the hirer shall ensure all persons working on their behalf are suitable for the job they are doing. DBS checks should be considered by the hirer.

### 13. Capacity

The maximum number of people admitted to the facility for any event shall be based on the specifics of the event and with consideration to health and safety. The space hired but must be at the absolute discretion of the management. As laid out during the booking process the approximate numbers of users for a hire period must be stated on the booking form at time of application.

### 14. Health & Safety

The hirer shall ensure compliance with the Health and Safety at Work Act 1974 and all relevant statutory health and safety requirements relating to the activity / event and carry out risk assessments as necessary. The hirer must also take note of the facility policies and procedures in respect of health and safety which are available on the facility website and displayed in the clubhouse. At the complete discretion of the management there may also be a requirement to supply a risk assessment for activity being carried out at the facility.

### 15. Indemnity

The use of the facility is entirely at the hirer's risk and the hirer shall indemnify the management against all liability incurred towards any third party or parties arising out of, or incidental to, the hire of facilities or equipment and due to the negligence or default of the hirer or persons or parties under his control.

The hirer shall, if required by the management, adequately insure with an insurance company approved by the management against the foregoing and produce evidence thereof on demand.

Neither the management, its employees, or agents shall be responsible for any loss or damage whether direct, indirect or consequential to any property suffered or sustained at the facility unless such loss or damage occurs as a result of the defective state of repair of the facility or the equipment at the facility or negligence on the part of management.

### 16. Alterations to the facility

The hirer must make no structural alterations to the facility this includes both within the field of play and within the buildings too. Additionally, without written permission from the management, the hirer must not fix, or display any notices, poster or decoration.

### 17. Damage & Loss

Fair wear and tear is recognised and accepted however any damage or loss caused from the hire period will be liable to charges to cover the cost of making good any damage caused.



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A List of prohibited activities that are deemed dangerous have the potential to cause damage is available on the facility website and displayed in the clubhouse.

### 18. Equipment

A list of equipment is available to hire from the facility which should be submitted at the time of booking to ensure the equipment required during a hire period is available. Additional equipment that is not listed may be available on request and could be subject to additional charges. Any requirements for equipment should be made at the time of booking and finalised in advance of the hire period, not less than 1 week before unless there are extenuating circumstances. Hirers will be liable to pay for any equipment lost or damaged during the hire period.

19. Should a hirer wish to bring their own equipment, including electrical equipment for use during a booking this must be cleared by the management in advance and this may be subject to provision of a risk assessment and / or safety certificates including PAT evidence for electrical equipment.

### 20. Gambling

No collection, games of chance, sweepstake or lotteries, nor any betting may be conducted at the facility without the prior consent in writing of the management.

### 21. Broadcasting

From time to time the facility is used for broadcast and filming purposes however no hirer shall grant sound or television broadcasting or filming rights without the prior written conditional consent of the management.

### 22. Catering

Catering must conform to the normal arrangements on site which are available on the facility website and displayed in the clubhouse. Private catering arrangements will only be permitted with prior consent of the management and this may be subject to an additional fee. Details of the standard catering arrangements and options available can be requested before the hire period. **PLEASE NOTE THE FACILITY DOES NOT HAVE A LICENCE FOR ALCOHOL.**

Hirers may use the kitchen facilities on site but all sales must be from Stockport Harriers & AC Club Stock and all money collected will belong to the Club unless agreed in advance at the discretion of the management. A named person, acceptable to the Club must be nominated to carry out this duty and will be asked to reconcile and report the takings at the end of the hire period. The Club retains the right to open the shop for any booking or hire period.

### 23. Type of events

Due to the nature of the facility and the limitations on what can and cannot legally take place at the facility the hirer acknowledges that the facility must only be used for the activity that was applied for at the time of booking. If the type or nature of the event changes, the hirer must notify the management immediately who will confirm whether permission is granted for the new event to go ahead.

### 24. Restrictions on Use

The use of the facility shall be for athletics, sports and ancillary activities. For the avoidance of doubt, no activity is permitted that involves projectiles other than in the context of recognised athletics field events and at all times that shall exclude firearms and crossbows. The facility cannot be used for Cricket. Other usage is at the discretion of the management.

The use of illegal drugs will not be tolerated at the facility and any persons found in possession or using illegal substances will be evicted from the facility and Greater Manchester Police informed.

The bringing of flammable or dangerous items into the facility, the use of naked flames; the use of fireworks; remote controlled drones, longbows, crossbows, knives and firearms (other than in the context of pistols used to start track events and used by suitably qualified and competent persons) are prohibited. Hirers should ask for guidance at the point of booking if they are unsure of what is permitted or not in the facility.

### 25. Photographs & Recordings

Should photographs or filming take place during hire period, the hirer must inform the management why and for what purpose these are being taken and license from the owner of the facility may be required.

### 26. Adverts & Publicity

Should the hirer wish to promote their event at the facility this may only be done subject to written permission being granted from the management and may be subject to an additional charge. Any advertising for an event not run by Stockport Harriers & AC must display the name and event organiser / hirers contact details and must not give the impression that the booking is organised by the direct management or owners of the facility.

### 27. Animals

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Animals are permitted within the stadium, however, with the exception of assistance dogs, these must not cross the fence line onto the track or infield. No animals, except for assistance dogs will be permitted inside any of the buildings at any time.

### 28. Smoking

Smoking including the use of electronic cigarettes is not permitted within the boundary of the stadium. Smoking bins are provided within the park.

### 29. General Terms

The hirer agrees that the hire is subject to the renewal by the authorities concerned of such entertainment and other licences, consents or permits as may be applicable, and to such conditions, restrictions and requirements as may be imposed thereunder, and that if for any cause licences shall not be renewed or shall be suspended or determined (whether in whole or in part), the hirer shall not have nor shall he make any claim upon the management for compensation in respect of any loss or damage sustained by reason of the non-renewal, suspension or determination of the licences, or of any suspension or determination of the hiring consequent thereon or upon making of any rules or conditions thereunder, or by reason of any rules or conditions which may be made thereunder.

### 30. Special Terms

The hirer shall comply with any special conditions agreed at the time of booking and confirmed in writing by management. The management reserves the right to refuse admission to and / or eject either individuals or groups who are deemed to have contravened the Access Policy, User Guide and these Conditions of Hire.

