

The Outdoor Learning Centre

Booking Conditions of Hire

1. The Hirer is the person named on the booking form ('the Hirer'). Upon acceptance of the booking the Hirer acknowledges that these terms and conditions shall apply to his or her booking ('the Terms and Conditions').
2. The Hirer must be over 18 and must be an individual, company, incorporated association, or trust. Bookings on behalf of clubs or associations will only be accepted from individuals undertaking a booking on behalf of that club or association.
3. The Hirer acknowledges and agrees that all persons taking part in the Activity/Event during the booking (on all times and dates as applicable) shall abide by the Terms and Conditions and any regulations or codes of conduct ('the Regulations') for the use of the facility ('the Facility') as set out from time to time by the Department of Education, Sport & Culture ('the Department') and displayed at the Outdoor Learning Centre (OLC). The Hirer agrees to ensure all users of the Facility are made aware of the Terms and Conditions and the Regulations, including safety, fire and evacuation procedures.
4. The Hirer will be advised in writing if the booking requested can be confirmed, subject to availability, within 14 days of the date the booking form is received by the OLC. The cost for the booking shall be confirmed in the booking confirmation email issued by OLC.
5. A booking shall not be deemed to have been accepted by the Department until written confirmation has been issued to the Hirer. Written confirmation shall usually be issued by e-mail unless the Hirer specifically requests confirmation by post.
6. Once written confirmation has been issued, no refunds will be given for cancellations made within 7 days of the booking date.
7. In the event that the OLC is forced to close due to a force majeure event (such as fire, flood, or other damage), bookings will be automatically cancelled and refunded.
8. If the booking is a block booking, any written confirmation issued may be subject to excluded times and dates which will be clearly marked on the bottom of the confirmation email.
9. All bookings will be invoiced prior to the date of the activity, where a deposit of £50 is required. Payment must be settled within 7 days of the date of your booking.
10. The Department reserves the right to cancel or modify any booking made at any time for operational reasons at its discretion, giving as much notice as reasonably practicable.
11. In the event of any breach of these Terms and Conditions and/or the Regulations, the Department shall reserve the right to cancel the booking (and any future dates of booking if a block booking). No refunds will be permitted in these circumstances.
12. The Facilities shall not be used for any purpose other than that specified on the booking form and all equipment should be used appropriately with regard to health and safety of the Hirer and any other users.
13. Only the Facility/Activity stated on the booking form must be used for the hire period.
14. The Hirer shall not transfer or sublet his/her or its booking to any other individual.
15. The Hirer agrees that any change of name or address of Hirer shall be sent in writing to the OLC within 14 days of any such change.
16. The Hirer agrees to pay the OLC on demand, the cost of repairing or making good any loss or damage (fair wear and tear accepted) arising from or incidental to the hiring of the Facility and its equipment.
17. The Hirer shall provide first aid cover which is appropriate to the hire of the Facility. For instructor-led activities; all instructors are first aid trained and shall provide first aid cover as appropriate. For all self-led activities first aid cover and the provision of first aid equipment is the responsibility of the Hirer.
18. The Hirer (and any users) must only park in authorised parking areas, and shall not obstruct any emergency access required to the site. An assessment and plan must be made by the Hirer for the limited parking spaces available when planning for the activity to take place on site.
19. Personal items are brought to the site at the persons own risk. The Department do not accept liability for any lost or stolen items, or damage or loss to any property or equipment whatsoever.
20. The Hirer agrees to indemnify and to keep the Department indemnified, against liabilities, loss, damage, expense, costs and claims by any person in respect of injury, loss or damage to property and equipment howsoever caused during the use of the Facility or any equipment.
21. All accidents/incidents where an injury is sustained to a person or damage caused to any part of the Facility or any of the equipment within the Facility must be reported to a member of staff (even if the activity is self-led). The Hirer agrees to follow and co-operate with any procedures in place for accident reporting and/or emergency procedures.
22. The Hirer shall vacate the Facility promptly and leave the same in a clean and orderly condition and shall comply with any request or directions given by the OLC staff.
23. Photographs for professional or personal use and publication thereof must not be taken without prior permissions in place. It is the responsibility of the Hirer to ensure these permissions are in place prior to any use/publication.
24. The right of entry to the Facility is reserved to the OLC staff, any authorised contractors and any emergency services at any time during the hire period.
25. The Hirer should inspect the Facility and carry out their own dynamic risk assessment prior to use, and notify any issues to the OLC staff immediately. It is the Hirers responsibility during self-led activities to ensure the Facility is suitable for use for the proposed activity (as outlined in training).
26. The Hirer shall not cause or permit any users within its control to cause any anti-social behaviour at any time during or outside

of hire periods. Any person found to be causing or permitting anti-social behaviour at any time may be refused entry to the OLC at the Department's sole discretion.

27. The Hirer shall not allow any participant to participate in any activities whilst under the influence of alcohol or drugs.
28. The Department reserves the right to refuse any booking, or to decline to permit entry to the Facility to any person at any time at its sole discretion.
29. Children and vulnerable adults must have an appropriate adult over the age of 18 years responsible for them at all times during the hire period. The Department accepts no responsibility for the care or health and safety for that child or vulnerable adult during the use of the Facility.
30. The Hirer and any users authorised by the Hirer are responsible for ensuring their own health and safety and ability to participate in any activity. Any assistance given by OLC staff is given in good faith and should not be relied upon, particularly if you have any health condition or illness, are pregnant, or undergoing any form of treatment. If in doubt, the Hirer must take medical advice. The Hirer and any user is responsible for monitoring their own physical condition throughout the use of the Facility/OLC activities.
31. These Terms and Conditions may be amended or superseded at any time. In the event of any material or significant amendment to terms and conditions which affect your booking, once confirmed, will be notified in writing.
32. Recording closed circuit television is in use at the OLC site and a policy is in place to monitor its use.
33. The Hirer may be requested to provide copies of any insurance, safeguarding & protecting children policy, risk assessment for the event/activity, relevant qualifications, DBS certificates, any other identity or verification of address documentation, together with any other documentation to support the Hirer's suitability to run self-led activities on site.
34. **Hirers are requested to ensure their users are familiar with the contents of this document.**
35. **Any self-led activities taking place on site may only be delivered by a person who has received the appropriate training and been signed off by a member of the OLC Team.**