

Updated 28/11/2024

Conditions of hire for The Change Foundation Indoor School Facility

1. Bookings: During booking, payment of charges, cancellation

1.1.1 To book our nets, make payments and see our availability online using the website:

<https://thechange-foundation.appointedd.com/>

1.2 The hirer of the nets must only have 6 people per net attending.

1.2.1 The hirer must arrive at the nets the time that they booked, if they arrive early they will wait till the time of their booking till they go inside.

1.2.2 It is the responsibility of the hirer to arrive for the booked session on time as no extra time can be given due to the nature of the appointment based booking system.

1.3 Sessions booked for the hour will be 55 minutes to allow safe turn around for the net users.

1.4 All bookings must be paid for in advance.

1.4.1 If the Hirer fails to pay the whole of the hire charge The Change Foundation shall be entitled to treat the Contract as being at an end. The Change Foundation will not be liable for any injury, loss or damage to the Hirer arising from this.

1.4.2 All bookings are subject to availability and are generally **non-refundable**. In the event that you make any error (including but not limited to selecting the wrong date and time) when purchasing your booking through the booking Site, you must notify us immediately, we may, **entirely at our discretion**, refund you or exchange your booking, if we consider it warrants a full or partial refund or other offer of goodwill from us. Please note that, unless otherwise specified, any such refund will deduct the admin fee.

1.4.3 If the Hirer cancels or wants to change the date and time of a booking **less than 7 days of the booked session, no refund or changes can be made.**

1.4.4 If the booking is **more than 7 days, no refund or changes are guaranteed** particularly for block bookings during busy times of the year (Jan to April particularly) we may, **entirely at our discretion**, refund you or exchange your booking, if we consider it warrants a full or partial refund or other offer of goodwill from us. Please note that, unless otherwise specified, any such refund will deduct the admin fee.

2. Payment for Cleaning and Additional Facilities

2.1 The Hirer shall ensure that all parts of the Centre used are left clean and tidy to the reasonable satisfaction of The Change Foundation.

2.2 The Hirer shall pay to The Change Foundation on demand any additional cleaning costs arising as a result of the Hirer failing to so ensure.

3. Withdrawal of Facilities

3.1 The Change Foundation reserves the right to close or prohibit the use of any of the facilities or any part of the Centre without notice if it considers the same to be unfit or unsafe for use, or there is some other good reason why they should not be used for the purpose(s) for which they are hired or are being used.

3.2 If The Change Foundation exercises in relation to the facilities the right reserved under Condition 3.1, a pro rata refund of or allowance against the hire charge shall be made to the Hirer but the Change Foundation shall not be liable to the Hirer for any loss, damage, injury, actions, claims and proceedings arising from the exercise of its rights by the Change Foundation.

4. Supervision and Control

- 4.1 The Change Foundation reserves the right to staff and supervise the use of the facilities.
- 4.2 The Change Foundation reserves the right to refuse to admit to the facilities or the Centre any person whose presence is considered by the Change Foundation at its discretion to be undesirable and the right to require any such person to leave the facilities or the Centre.
- 4.3. No food or drinks (except water) is to be consumed in the nets.
- 4.4. Spiked shoes are not to be worn in the nets.
- 4.5 Bowling machines are not permitted only in exceptional circumstances and with prior consent from The Change Foundation.

5. Liability of parties, indemnity, insurance

- 5.1 The Hirer shall indemnify and keep indemnified The Change Foundation against all injury, loss, damage, claims, actions, costs and proceedings in connection with or in any way arising out of the Contract or the use of the facilities.
- 5.2 The Change Foundation shall not be liable for any injury, loss, damage claims, actions, and proceedings howsoever arising from the Contract or from the use of the facilities or from any act or omission of the Hirer or any other person except for any such directly caused by the negligence or other wrongful act or omission of The Change Foundation.
- 5.3 The Hirer shall pay to the Change Foundation on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) caused by the Hirer or by persons using the Centre pursuant to the Contract.

6. Safety and other regulations, licences, consents, etc.

- 6.1 The Hirer shall conduct himself in an orderly and well-behaved manner and conform in all respects to any regulations or byelaws which govern the use of the Centre for the time being and shall ensure that all other persons using or present at the facilities pursuant to the Contract do likewise.
- 6.2 By virtue of the Contract the Change Foundation grants as owner (or as the person entitled to immediate possession) of the Centre licence to the Hirer to use the facilities for the hire period which licence is personal to the Hirer (and is not transferable) but confers no further right or interest in the Centre to the Hirer.
- 6.3 The Hirer shall ensure that all fire exits, and corridors remain unobstructed throughout the hire period and are left unobstructed.
- 6.4 If the fire alarm sounds the meeting point is on the cricket pitch. The hirer is responsible for ensuring the guests exit the building and are accounted for with the meeting of the Fire Marshall on the pitch. In the event of a fire, users of the nets should not attempt to move their cars from the car park.

Information notice for The Change Foundation net bookings

The Change Foundation is a registered charity and limited company that has for the past 40 years used sport and dance to change the lives of young people. You can find out more on our web site www.thechangefoundation.org.uk. We are a registered data controller and will collect information on the legal basis of carrying out our legitimate business interest in relation to hiring out the Cricket Centre for events and meetings etc and indoor nets. Also, on the legal basis of a contract between us for the hire of the facilities as outlined on the booking form. This information notice outlines what you can expect when the charity collects your information. The charity will only use information for its legitimate business interests and for the performance of the contract to manage the booking so that the event, meeting or booking occurs as agreed.

Who will we share information with?

We will need to share some information within our staff team, so we can contact you as necessary about your booking. We also need to account for the income as necessary within our finance department and to relevant tax authorities and our auditors. We may analyse information to measure the effectiveness of our marketing.

How is your information stored and for how long?

Your information is recorded on a booking form which will be held as a paper file in our office and in a folder used by the Centre Manager as well as an electronic record in email records. Your email address will also be held in our email records. After the event has taken place a redacted copy of the booking form will be held for our account's records. We keep booking forms for 3 years as we get much repeat business, and this saves time taking down new details and we can see the arrangements for previous functions. We also have CCTV records that are routinely deleted after 3 months. Your personal details will be redacted from the booking form and destroyed after 3 years.

How to request information

You may at any time request to see the information that we hold on you. To do this you write or email to the contact details given here. danielmynott@change4dn.org.uk our address is The Change Foundation, Plough Lane, Wallington, Surrey SM6 8 JQ. The Data Protection Officer is Daniel Mynott.