

# ACTIVE LEEDS PARTY TERMS AND CONDITIONS

- These Terms & Conditions constitute the agreement between you (the “hirer(s)” or “you”) and Leeds City Council (the “Council” or “us”) for services provided by Active Leeds, the service within the Council that is responsible for providing the goods and/or services in this agreement. These Terms & Conditions together with the Party Booking Application Form, set out the entire agreement and understanding between the parties and supersede all previous agreements between the parties.
- By placing a booking with us, you are agreeing to be bound by these Terms & Conditions.

1. The hirer(s) will pass on any relevant information in this agreement to all guests i.e. swimming requirements.

2. The hirer(s) will provide the most up to date information on the Party Booking Application Form and should anything change update the centre as soon as possible.

3. For information purposes:

- a. cost per child for all parties
  - i. Active Adventure/Baby Boogie - £5.00 per child
  - ii. Soft Play – £5.00 per child (Middleton Leisure Centre only)
  - iii. Team Games – £5.00 per child
  - iv. Sport Party – £5.00 per child
  - v. Bouncy Castle/ Soft Play – £6.00 per child
  - vi. Mermaid/Shark – £7.50 per child
  - vii. Pool Explorer (Big/Small) – £6.00 per child
  - viii. Pool Inflatable – £7.50 per child

N.B cost per child above the minimum number is £2.50 (dryside parties) and £3.00 (wet parties). There is no reduction in price should your party be less than the minimum numbers.

b. Minimum/maximum number of attendees

- i. Active Adventure – minimum 12/maximum 12
- ii. Baby Boogie/Soft Play/Team Games – minimum 20/maximum 20
- iii. Bouncy Castle – minimum 20/maximum 20
- iv. Sport Party – minimum 12/maximum 16
- v. Mermaid/Shark – minimum 12/maximum 12 (see clause 14(c)(vi) for further details)
- vi. Small Pool Explorer – minimum 20/maximum 25
- vii. Big Pool Explorer – minimum 20/maximum 50
- viii. Pool Inflatable – minimum 20/maximum 30

N.B. Not all parties are available at every centre. Full payment is required at the time of booking. Adults are not included in the minimum/maximum numbers where there is a supervision requirement. If adults wish to join in the activity then they will be included in the minimum/maximum numbers.

4. Should additional children need to be added on (above the minimum number) the hirer(s) will confirm details and make additional payment to the centre no later than 7 days before the date of the party.

5. The party package cost includes: 45 minute specific party from the list in clause 3(a) above, dedicated party host, invites, party bags, optional basically decorated room with tables and chairs for food & music at the end of the activity session. Parties are required to supply their own food and drink excluding Armley, Holt Park and Morley where food and drink must be purchased through the centre, prices/options available at the time of booking.

6. All party durations are 45 minutes and will consist of warm up activities, safety talk, games/activities for main party activity, and cool down. Short breaks throughout for children to have a drink (own water bottles to be brought, water & cordial jugs will be provided by the centre).

7. A responsible adult must remain with the party at all times. They should hold emergency contacts for all attendees in the event of an accident/emergency.

8. As the person(s) making the booking you are responsible for the behaviour and actions of all persons at the party. All persons in attendance should observe the rules of the facility (whether that be dryside or in the pool). The Council respects the rights of their customers and staff and will not tolerate violent, abusive or intimidating behaviour within their leisure centres. Nor will the Council tolerate any abuse by telephone or in writing to any of their staff. Persons exhibiting unacceptable behaviour will be asked to leave the premises and may be prosecuted. CCTV cameras are in operation at leisure centres.

9. Any damage to the premises, furniture or equipment must be reported immediately to the centre. The cost of making good the damage will be charged to the hirer(s).

10. The hirer(s) will use the premises only for the purpose specified in the Party Booking Application Form.

11. The capture of any images/filming within your party area is permitted. The prospective photographer should obtain permission from all members of the party before taking photos and is responsible for the photos taken. Photography is forbidden in the following areas: changing facilities and toilets. Please aim to capture only those in your party group

12. Attendees must wear appropriate clothing; for a dryside party shorts, shirt, trainers/suitable footwear (if fancy dress themed then ensure all items are suitable for the activity). For pool parties, females bikini/swimming costume and males swimming trunks/shorts. Additional clothing may be worn for swimming, but only for religious (i.e. Burkini etc.), medical reasons or to cover large tattoos (i.e. T Shirt).

13. Attendees must wear appropriate swim nappy/pant should they be required.

14. It is the responsibility of the hirer(s) to ensure all attendees can participate in wet side parties in accordance with the following:

- a. Pool Explorer Only
  - i. Children under 8 years old must be accompanied by an adult (over 16 years old) in the water.
  - ii. Maximum of two under 8's per adult.
  - iii. A responsible adult must ensure that the child follows all the instructions given by the instructor and adheres to the pool rules.
- b. Pool Inflatable Only
  - i. Over 8's must be able to swim a distance of 25m competently.
  - ii. Children under 8 years old must be accompanied by an adult (a competent swimmer and over 16 years old) in the water.
  - iii. Maximum of two under 8's per adult.
  - iv. Any child unable to swim a distance of 25m competently should be accompanied in the water by an adult who is a competent swimmer on a 1 to 1 ratio.
  - v. A responsible adult must ensure that the child follows all the instructions given by the lifeguard and adheres to the pool rules.
  - vi. Pudsey Leisure Centre, Rothwell Leisure Centre and John Smeaton Leisure Centre - no adults allowed on the inflatable.
- c. Mermaid/Shark Only
  - i. Minimum age 6 years old (children under 6 years old will not be able to participate).
  - ii. If an adult is supervising a child they are responsible for assisting the child in and out of the monofins & tail. During the safety talk the instructor will explain the quick release from the monofins and tails. If a child brings their own monofin & tail they must know how to get out of it. We can only advise on the quick release procedures for our own monofins & tails.
  - iii. Children must be at Swim England Stage 5 standard or equivalent or will require an adult to

supervise them throughout the session. A swim test will be required for each child before they can wear the monofin/tail. The swim test consists of jumping into deep water, swimming 25 metres at a good standard, be able to float on front & back, regain standing from a floating position, be able to rotate from front to back and be able to swim 5 metres dolphin leg kick.

iv. Children who have not achieved Swim England Stage 5 or equivalent and children under 8 year olds, regardless of swimming ability must be accompanied by a responsible adult over the age of 16 years. A responsible adult may look after one child only (ratio 1:1).

Children over 8 years who fail the swimming test section of the party must have a responsible adult with them to be able to wear the monofin and tail. The instructor has the right to declare a child as a non-swimmer if they believe the child's swimming ability would pose a health and safety risk. A responsible adult would be required for the non-swimmer.

Where a responsible adult cannot be found there are three options for the hirer(s)-

1. The child can continue with the party but NOT wear the monofin or tail in the pool;
  2. The child does not participate; or
  3. If there is a responsible adult in the pool who is looking after one other child, the children may rotate in and out of the pool. Both children, who require a responsible adult, cannot be in the water at the same time when they are wearing the monofin and tail. When the monofin and tail is not being worn the children may be in the pool at the same time providing that they are wearing sufficient aids. The lifeguard and instructor will identify what swimming aids are required. Failure to adhere to the lifeguard and/or instructor's requests will result in the adult, and accompanied children being asked to leave the party.
- v. A responsible adult must ensure that the child follows all the instructions given by the instructor and adheres to the pool rules and must remain within arm's reach of the child in their care. The responsible adult will not be allowed to wear the monofin or tail.
- vi. The maximum number of participants in a Mermaid/Shark party is 12 children and 12 adults. The adults must be accompanied by a child and are only there to support a child who cannot complete the swim test.

15. The Active Leeds party host is not responsible for supervision of the children when using the free room following the main activity. They will show you to the room and ensure you have everything required and will drop in intermittently throughout the 45/60 minutes hire, centre dependant, subject to availability.

16. The Council accepts no responsibility for any personal belongings or equipment left unattended on the premises.

17. The hirer(s) must not transfer the booking to any other person.

18. The hirer(s) will strictly observe all statutory provisions, regulations, bye-laws or similar matters in respect of safety and convenience of those using the premises.

19. Should the party booking need to be cancelled by the hirer(s) no refund will be given.

20. Should the centre need to cancel the party booking, initially an alternative date will be offered. Should there be a significant reason as to why the party cannot be rearranged then the Council will refund the hiring fee, however no further compensation shall be payable.

21. The Council may cancel the party booking if the Council requires use of the premises. The Council will refund the hiring fee if this happens, however no further compensation shall be payable.

22. The Council may revise the costs for the parties at any time without notifying the hirer(s).

23. The Council shall not be liable if the premises are not available due to failure of the structure or equipment on the premises or to industrial disputes or any matter not under its control.

24. The Council reserves the right to cancel this agreement at any time if the hirer(s) breaches any of the Terms & Conditions of this agreement, and the Council will not be liable to refund the hiring fee, and may in addition exercise any other legal remedy which may be available.

25. The Council reserves the right to review and/or alter these Terms & Conditions at any time. Notices will be displayed in the Active Leeds facilities and, where an email address has been provided the reviewed and/or altered Terms & Conditions will be sent to the hirer(s) by email, otherwise they will be sent to the hirer(s) by 2nd Class post.

26. These Terms & Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

27. The information you provide on the Party Booking Application Form will only be used in order to administer your booking and to provide you with service information relevant to your booking. Your details will be held in accordance with the General Data Protection Regulation and, excepting if required by law, will not be shared with any third parties apart from the Council's partner organisation, XN Leisure who are contracted to provide administrative support to us. For further information about how the Council uses your personal data, including your rights and contact details for our Data Protection Officer, visit [www.leeds.gov.uk/privacy](http://www.leeds.gov.uk/privacy).

28. The Council reserves the right to refuse entry to the centre.

29. No failure by the Council to enforce any provision in these Terms & Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms & Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

30. A person who is not a party to this agreement shall not have any rights under or in connection with them.

31. Written notices that are required to be given under these Terms & Conditions by the Council will be sent by email to the hirer(s) where an email address has been provided on the Party Booking Application Form (or such other email address which the hirer(s) has notified to the Council). All notices sent by email will be deemed to have been received by the hirer(s) 24 hours after sending providing no non-delivery notice is received by the Council. Where an email address is not provided, or the sending by email fails, 2nd Class Post will be used to the address stated on the Party Booking Application Form (or such other address which the hirer(s) has notified to the Council). All notices sent by 2nd Class Post will be deemed to have been received by the hirer(s) three days after posting. It is the responsibility of the hirer(s) to ensure that the Council is informed of any change of email address or postal address. All other notices required to be given by the Council will be placed in a prominent position within the Active Leeds facilities.

**ACTIVE**  
LEEDS

