

# 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:
  - i. Soft Play – £110.00 (Middleton Leisure Centre only)
  - ii. Team Games – £120.00
  - iii. Bouncy Castle (incl Terminator) – £130.00
  - iv. Small Pool Explorer – £130.00
  - v. Big Pool Explorer – £160.00
  - vi. Pool Inflatable – £180.00
  - vii. Roller/Scooter – £120.00
  - viii. Deluxe Inflatables - £220.00 (Pudsey Leisure Centre only)

N.B There is no reduction in price should your party be less than the maximum numbers.

- a. Maximum number of attendees
  - i. Soft Play – maximum 15 (Middleton Leisure Centre Only)
  - ii. Team Games – maximum 20
  - iii. Bouncy Castle (incl Terminator) – maximum 20
  - iv. Small Pool Explorer – maximum 20
  - v. Big Pool Explorer – maximum 40
  - vi. Pool Inflatable – maximum 25
  - vii. Roller/Scooter – maximum 20
  - viii. Deluxe Inflatables – maximum 30 (Pudsey Leisure Centre only)

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 (centre dependant will be confirmed at the time of booking). If adults wish to join in the activity then they will be included in the maximum numbers.

4. The party package cost includes: 45 minute specific party from the list in clause 3(a) above, dedicated party host, invites, party bags (please refer to clause 5(a) below), optional basically decorated room with tables and chairs for food & music at the end of the activity session. The room will be available at least 10 minutes before the end of the activity to allow for set up. Parties are required to supply their own food and drink excluding Armley and Holt Park where food and drink must be purchased through the centre, prices/options available at the time of booking.

- a. All contents of party bags are CE approved, age specific and do not contain any of the 14 allergen foods for declaration. Party bags will be given to the party hirer. It is the party hirer's responsibility to ensure that party bags are only given to children under the supervision of an adult and it is the hirer's responsibility to ensure they are aware if any of their party guests have any allergens and that they are authorised by the parents of the children to hand these out.

5. 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).

6. 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.

7. 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.

8. 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).

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

10. 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.

11. 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).

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

13. 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.

NB. Please note some centres may have different maximum numbers to the ones stated above, these will be confirmed at the time of booking

- b. Pool Inflatable Only
  - i. Please note at Pudsey Leisure Centre, the minimum age to access the inflatable is 8 years.
  - ii. Over 8's must be able to swim a distance of 25m competently.
  - iii. Children under 8 years old must be accompanied by an adult (a competent swimmer and over 16 years old) in the water.
  - iv. Maximum of two under 8's per adult.
  - v. 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.
  - vi. A responsible adult must ensure that the child follows all the instructions given by the lifeguard and adheres to the pool rules.
  - vii. Pudsey Leisure Centre and Rothwell Leisure Centre - no adults allowed on the inflatable.

14. 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.

15. The Council accepts no responsibility for any personal belongings or equipment left unattended on

the premises.

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

17. 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.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, Gladstone 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).

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

28. 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.

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

30. 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.