

# Letting and Community Use Policy and Terms & Conditions

---

**Key Document details:**

**Author:** Georgina Kinneir

**Owner:** Georgina

**Date:** Kinneir

**Ratified:** 01/01/2019

**Approver:** COO

**Version No.:** 1.0

**Next review:** Annual

Jan 2020

---



# Letting and Community Use Policy

---

**Key Document details:**

**Author:** Georgina Kinneir

**Owner:** Georgina Kinneir

**Date:** 01/01/2018

**Ratified:**

**Approver:** COO

**Version No.:** 1.0

**Next review:** Annual

---



## **Contents**

### **1. Introduction**

- 1.1. Statement
- 1.2. Aim and purpose
- 1.3. Who it applies too

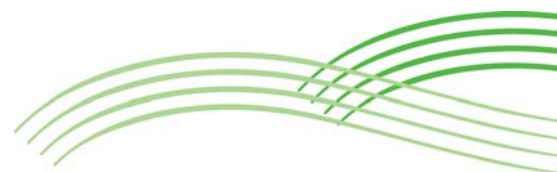
### **2. Policy**

- 2.1. Description
- 2.2. Permissive/ non permissive
- 2.3. Compliance

### **3. Key steps in the process**

- 3.1. Roles and responsibilities
- 3.2. Procedures
- 3.3. Local conditions statement

### **4. Monitoring and Review**



## I. Introduction

### I.1. Statement

The White Horse Federation (TWHF) “The Trust” regards the Academy buildings, sport facilities and grounds as a community asset and will make every reasonable effort to enable them to be used by the community when not in use by the academy. The Trust endeavours to contribute positively to increasing participation in physical activity and the local community.

As we grow we recognise the importance the contribution academies can make to the local Community in regards to health, community and One Planet principals. We will endeavour to ensure that each of our academies work together to provide the best local support possible within the context set out below.

### I.2. Aim and purpose

The Trust aims to align itself with One Planet principals. The two relevant principals in this case being:

**Culture and Heritage:** Protect and build on local cultural heritage and diversity Celebrate and revive cultural heritage and the sense of local and regional identity; choose structures and systems that build on this heritage; foster a new culture of sustainability.

**Health and Happiness:** Increase health and quality of life of community members and others Promote healthy lifestyles and physical, mental & spiritual well-being through well-designed structures and community engagement measures, as well as by delivering on social and environmental targets. We intend to do this where possible by:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participation groups;
- Operating in line with national and local agendas, taking into account nationally adopted strategies and local initiatives e.g. sport, targeting mental health, generation of social capital and developing the sustainability of the voluntary sector
- Increasing the number of people of all ages and abilities participating in a range of community activity to help support social cohesion
- To provide affordable access to the facilities and to be self-financing in community use; ensuring equality of opportunity for all.

However, the overriding aim of the Trust is to support the Academies in providing the best possible outcomes for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.



### 1.3. Who it applies too

The policy applies to the entire Community in and around the school, including individuals, Charities, Small businesses and Commercial Operations. Exclusions may be made locally and are contained in the Terms and Conditions and the school specific annexe.

## 2. Policy

### 2.1. Description

The Trust will seek to make its assets available for use by the Community. The Central team in conjunction with the School Management Team and the Local Governing Body will regularly review the management and operation of the Facilities during agreed periods of Community Use. To ensure:

- a policy of affordable pricing to assist in the achievement of increasing participation in Sport, culture, sustainability equity and fair trade, particularly amongst under-represented groups;
- An easy and accessible booking arrangement for casual use and block booking, this system to be reviewed on an annual basis;
- A lettings strategy that does not undermine but complements existing community facilities in the area
- An appropriate marketing strategy for the marketing of the Facilities for Sport and Community Use.

The Academy will be responsible for the facilities and shall:

- resource, control and routinely ensure the maintenance of the facilities in a manner that will allow achievement of the agreed aims;
- make the facilities available on the occasions and times agreed with the school Principal;
- ensure that the facilities comply with all legislation and guidance in force relating to access for disabled users; and
- Cover all associated academy expenditure e.g. utilities and caretaking, that may be attributable to the use of the facilities.

Charging, terms of use and times of operation of use are set out in separate Terms and Conditions. Local site specific conditions where they apply to individual facilities at school are set out in an Annexe to those Terms and Conditions.

### 2.2. Permissive/ non permissive

Terms of use and provision are clearly set out in the Terms and Conditions Document.

### 2.3. Compliance

Facilities will be managed in accordance with the **Terms and Conditions**. Only those that have complied with the Terms and Conditions are authorised to use the facilities and this includes how the Trust expects any user to comply with our safeguarding policy.



### 3. Key steps in the process

#### 3.1. Roles and responsibilities

The **Principal** has responsibility for the operation of this policy on the school site.

The **Lettings Agency** have responsibility of the bookings, invoicing and day to day administration and ensure compliance with TWHF lettings terms and conditions statement.

The **Senior/Pupil Services Officer** will be the point of contact for the Lettings agency.

The **Director of Pupil and Business Services** will review local facilities and their use at least annually.

The **Director of Pupil and Business Services** will review charging policy and terms and conditions on an annual MAT wide basis.

The **Director of Pupil and Business Services** will review, manage and benchmark community use of trust buildings across the MAT.

The **Caretaker** will work with the PSO to ensure site security.

#### 3.2. Procedures

Procedures are set out under the Terms and Conditions Document.

#### 3.3. Local conditions statement

This policy is to be adopted across the Trust and should be complied with by all schools. It is understood that, in some circumstances, local conditions mean that delivery will require local specific changes in the procedures by agreement with the Trust. However, the core essence of the policy must be followed. Local specific conditions are attached as an Annexe to the Terms and Conditions.

### 4. Monitor and Review

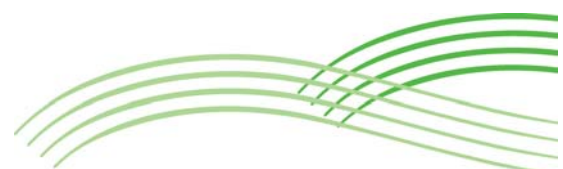
#### 4.1. Review process

The Trust will review the content of this policy on an annual basis in line with its policy review process. They will be assessed against agreed performance indicators, local feedback, market testing and current national and local agendas including One Planet Principals.

As a learning organisation changes will be made following this research to ensure we achieve the agreed aims and objectives of the Trust.

The Policy owner will make and consult on any changes. These will be ratified by a designated Senior Leadership Team member or CEO.

Changes will be updated on the Trusts website.



## **Condition of Hire – for public use:**

### **1. Agreement**

- a) This application for Hire, when completed and signed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of The White Horse Federation Premises and other property specified in the agreement.
- b) The hirer shall make arrangements with The White Horse Federation in respect of any other matter not provided for in these conditions at least 7 days before the date of hiring.

### **2. Interpretation**

- a) The 'Hirer' means the person hiring any of The White Horse Federation rooms and facilities which shall include any person acting on behalf of such Hirer. No person under the age of 18 years will be accepted as a Hirer.
- b) The booking period means the period of time reserved for the hire.

### **3. Hire**

- a) The Business Team may refuse any application for hire without giving a reason.
- b) Applications for hire should be received by the appointed Agency on behalf of The White Horse Federation at least five working days prior to the hiring date.
- c) The hire period must terminate and the premises vacated by the end of the hire period booked, but no later than 10.00pm Monday to Thursday, 10.30pm Friday and Saturday and 9pm on Sundays.
- d) The Hirer shall not use the rooms/ facilities or any part thereof for any purpose than that stated in the application and for which the same is let.
- e) The Hirer shall not sub-let or assign the room/ facilities or part thereof.
- f) The Hirer shall not use any other room/ facilities other than that stated in the application form.
- g) The Hirer shall not use the room/ facilities booked or any part thereof outside of the time stated in the application form.

### **4. Payment**

- a) All bookings including block bookings must be paid for in advance and payment must accompany all single applications of hire. A Damage Deposit, to be agreed at the time of booking, maybe required for some events or applications payable at the time of booking. This will be returned after the event less any charges deemed necessary by the Trust.

### **5. Confirmation of Booking**

- a) Confirmation of booking will be returned to the Hirer (once full payment has been received) via the electronic booking system, subject to the Hirer agreeing to all Conditions and any special conditions of Hire.

### **6. Charges**

- a) Hire charges will be in accordance with the current charges as laid down by The White Horse Federation. The White Horse Federation reserves the right to vary the hiring fees at any time before the event for which the facility has been hired.

### **7. Refunds**

- a) These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund individuals where the hire agreement is in the name of an organisation or club).



## **8. Cancellation**

### a) By The White Horse Federation

The White Horse Federation may terminate any Agreement for Hire at any time up to and including the date of hire if The White Horse Federation becomes aware of any fact which would at face value not be in the interest of The White Horse Federation to proceed with the hiring agreement or which might prejudice The White Horse Federation's standing and responsibilities as a Governing Body. The White Horse Federation also reserves the right to cancel any hiring in the event of The White Horse Federation requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance where the use of the premises by The White Horse Federation is essential for The White Horse Federation to fulfil its functions and obligations as a Governing Body, and where the need for The White Horse Federation to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application of Hire. In the event of such cancellation as much notice as possible of cancellation will be given by The White Horse Federation to the Hirer but no minimum period is stipulated and The White Horse Federation's liability to the hirer will be limited to a full refund of any deposit monies and any other payment made by the hirer to The White Horse Federation in respect of the hiring. The White Horse Federation will endeavour to find an alternative venue.

### b) By the Hirer

Notice of cancellation must be received in writing by The White Horse Federation not less than ten working days before the date of the hiring, where the first £15 of any hiring fee will be forfeited to cover administrative and other costs. Cancellations received less than 10 working days before the hire date will forfeit the hiring costs in full.

### c) In the case of cancellation by The White Horse Federation arising from the Hirer failing to comply with the conditions of hire, the full charge for the booking may be made.

## **9. Booked Period**

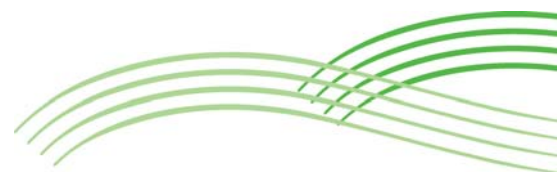
- a) Where the hiring is not commenced within 15 minutes of the booked start time, the facility will be secured. Access after this time where it can be accommodated, will incur further charges. Please call the Caretaker if you know you will be delayed, to avoid charges being made.
- b) The White Horse Federation will not be responsible for any loss to the hirer due to the facility not being available at the booked start time. The White Horse Federation's liability to the hirer will be limited to a refund payment made for the unavailable booked period.
- c) The White Horse Federation shall not be liable for breach of contract or to be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

## **10. Safeguarding**

- a) Where children and/or young people are present during a letting, the organisation MUST demonstrate that they have appropriate safeguarding procedures in place. A copy of the relevant organisation's Safeguarding Policy must be provided along with the names, contact details, enhanced DBS disclosure details, and Child Protection training dates of all adults regularly attending. When completing a booking form, please ensure you complete the appropriate Safeguard Appendix. Failure to do so will result in immediate cancellation of your booking. For 'one off' bookings, we will require a full register of children and adults present where children are not accompanied by a parent/carer.
- b) Please read and accept TWHF Safeguarding policy which can be found on the Federation website.

## **11. Accidents**

- a) It should be noted that First Aid Kits and telephones are **NOT** provided





- b) Where any accident occurs please inform The White Horse Federation at the earliest opportunity.

## **12. Hirers Responsibilities**

- a) The Hirer of the Organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to The White Horse Federation before the date of the hiring, MUST be in attendance at the premises throughout the hire period.
- b) The Hirer will be responsible for supervision, safety, control stewarding, admission & removal of those attending the hiring and provide a sufficient number of suitably qualified persons to carry out these responsibilities.
- c) The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.
- d) The hirer shall at the expiration of the period of hire, leave the facility in a tidy and orderly state and all rubbish must be placed into secure refuse / plastic bags and left clearly visible for disposal. Nappies are to be taken off site for disposal. If this condition is not complied with and any extra cleaning time is required, an appropriate additional charge will be made to the hirer.
- e) The Hirer shall report any faults or damage to the Caretaker immediately.
- f) The Hirer can report any feedback regarding the booking and facilities to The White Horse Federation via the online booking system. The hirer maybe contacted in response to the comments made.

## **13. Displays**

- a) No bolts, nails, tacks, screws, blue tack, glue or sellotape etc., shall be used on/in any part of the facility, nor shall any placards, notices or advertising bills be displayed in the facility or on the exterior of the building.

## **14. Music /Noise**

- a) Noise levels must be controlled so as not to cause annoyance to local residents or other Hirers. The Caretaker or any other staff member responsible for the facility has authority to control the volume of sound caused by musical equipment.

## **15. Minors / Children**

- a) The Hirer shall ensure that minors are supervised at all times.
- b) The Hirer shall ensure no minors enter the kitchen.
- c) Use of inflatable play equipment Bouncy Castles etc. are not permitted inside any of the School Hire Facilities.
- d) Ball Games not permitted within the school premises unless otherwise specified.

## **16. Insurance and Risks**

- a) Hirers shall indemnify The White Horse Federation from and against any claim for damages, costs or expenses which may be made against the Federation in respect of personal injury, death or loss of, or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of The White Horse Federation Facilities as a result of the hiring.
- b) The Hirer is responsible for the preservation of good order and shall fully compensate The White Horse Federation for any damage to the premises or any damage to, or loss of, other property of The White Horse Federation of whatsoever description arising out of, or incidental to the hiring. Compensation will be deducted from any Damage Deposit paid.
- c) The Hirer is responsible for insuring their property and equipment against all usual risks.
- d) The White Horse Federation does not accept responsibility for any clothing, or articles left by the Hirer; their guests, servants, agents or any member of the public or any property during the period of hire.



- e) Public Liability Insurance is only valid for the rooms/ facilities booked during the booked period as stated on the application for hire agreement.

### **17. Fire Safety**

- a. The Hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.
- b. Fire or appliances with naked flames and gas cylinders are not permitted in or on any property subject to the Hire Agreement without the prior written consent of The White Horse Federation. The Hirer will comply with all conditions attached to such consent.
- c. No alterations or additions may be made to the lighting or power arrangements existing at the time of hire without the written consent of The White Horse Federation. The hirer will comply with all conditions attached to such consent.
- d. The Hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.
- e. All hirers are required to be familiar with the emergency evacuation procedure for the building.
- f. In the event of a fire alarm being raised the Hirer is responsible for ensuring safe and immediate evacuation.
- g. Furniture and Furnishings - No furniture or furnishings may be brought into the facility either temporarily or permanent without prior written permission. Permission will only be considered where current Fire Regulations can be met.
- h. Electrical Appliances - must not be brought into the facility by the Hirer or any person on the Hirers behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate (PAT). Any items with a naked flame are prohibited.
- i. No stage fittings or decorations are permitted without having been approved by The White Horse Federation in writing. Any decorations, scenery stage properties and costumes shall be fireproof or flame retardant.
- j. Groups will be required to ensure that they have an evacuation procedure and evidence of six monthly evacuation drills.
- k. Where Fire Risk Assessments are requested the supply of the Fire Risk Assessment forms part of the condition of hire.
- l. Smoking is strictly forbidden on all White Horse Federation property.

### **18. Mail**

- a) Use of the Community Facility as a mailing address is prohibited.

### **19. Equipment/ Storage**

- a) The Hirer shall not bring any equipment onto the premises without the prior permission of The White Horse Federation. Where it is agreed in writing that the user may store goods or equipment at The White Horse Federation (additional charges may apply) The White Horse Federation does not accept responsibility or liability for any loss, damage or injury whatsoever arising from the storage of such goods or equipment subject to common law and any statutory rights for the time being in force.

### **20. Regulated Entertainment / Social Events** - Please see Fire Safety Conditions

- a) The sale or provision of alcohol on the hired premises is not permitted.



- b) The Hirer may obtain a Temporary Event Notice once the signed copy of the application form has been returned to the Hirer as confirmation of the Hire Agreement.
- c) Evidence that relevant Temporary Event Notice has been granted must be submitted at least five working days before the event.  
**N.B. The Temporary Event Notice holder must be present for the duration of the booking.**
- d) No items likely to cause damage to the floors or halls, i.e. staging units etc. shall be brought into or allowed to remain in the hall without necessary precautions being taken by the hirer to safeguard The White Horse Federation Property (see condition 16).

### **21. Parking**

- a) Note we do not guarantee availability of parking on site.
- b) Vehicles must be parked in designated bays where marked, where bays are not marked, vehicles must not prevent emergency vehicles accessing the site. Under no circumstances must vehicles be parked in disabled (unless a disabled permit is displayed) or no-parking bays.

### **22. Broadcasting Rights**

- a) Broadcasting (sound/TV) filming or photographic rights cannot be exercised without prior written consent from the Federation. No copyright music shall be performed / played on the premises without the application requesting this having been confirmed.

### **23. Live and Recorded Music**

- a) Where sound recordings (Digital, CDs or records etc.) are played in 'public' the hirer has the responsibility of ensuring that the appropriate licence fees are paid to Phonographic Performance Limited (PPL).

### **24. Access**

- a) The Hirer shall at all times permit full access to The White Horse Federation's duly authorised staff and agents to enter or inspect the hired premises. Police Officers and inspectors have the right of entry at all times.

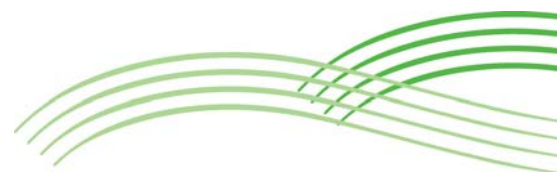
### **25. Termination of Hire and Exclusion from Premises**

- a) If the Hirer shall refuse or fail to comply with any of the foregoing conditions or with any instruction conveyed to him/her by the Caretaker or any other staff responsible for the facility on behalf of The White Horse Federation, the Hirer and his servants may be excluded until they comply with the same, but without relieving them of their obligations under their contract with The White Horse Federation.
- b) The White Horse Federation reserves the right to halt or terminate the hiring at any stage in an emergency.

### **26. Additional Charges**

Additional charges will apply when:

- a) We are able to facilitate a late booking (less than the required notice period).
- b) A hire not previously booked.
- c) A hire commencing prior to or exceeding the booked time will be charged at the appropriate hourly rate plus 10% up to 10.00pm Monday to Thursday, 10.30 Friday and Saturday and up to 5pm on Sunday. Outside of these hours further charges will apply for full recovery of staffing costs.
- d) To reopen closed facilities due to non-attendance within 15 minutes of the booked start time will incur a charge equal to the late booking fee (see Conditions 9a).



- e) Where the hirer has left the facility in a poor state, cleaning surcharges will apply at a minimum of £35.00. Where the facility is not available for other bookings, the hirer will be charged the appropriate hiring rate plus 10% for the period the facility is not available.

# Terms and Conditions of Use

---

**Key Document details:**

**Author:** Georgina Kinnair

**Owner:** Georgina Kinnair

**Date:** 01/01/2018

**Ratified:**

**Approver:** COO

**Version No.:** 1.0

**Next review:** Annual

---



## I Definitions

### I.1 In these Terms and Conditions:

- **Activities** means the activities (stated on the Booking Form) carried out by the Third Party for the duration of the Hire Period on the School Premises;
- **Booking Form** means online booking form or hard copy thereof;
- **Company** means The White Horse Federation and also (where the context permits) its assigns and any sub-contractor for the Company;
- **Contract** means the contract between the Third Party and the Company comprising the Booking Form and Terms and Conditions of Use and codes of conduct entered into upon the Company notifying the Third Party that it has accepted the booking;
- **Equipment** means any equipment under the ownership, possession or control of the Company or otherwise present on the Facilities that is made available to the Third Party or to which the Third Party has access for use in connection with the Activities;
- **Event of Force Majeure** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of Equipment, power, supplies, fuel or transport facilities at the Facilities;
- **Expiry Date** is the date of completion of the hire period set out on the Booking Form;
- **Facilities** means that part of the School Premises stated on the Booking Form;
- **Facilities Staff** means any employee or representative of the Company and the Company's sub-contractors with responsibility for the School Premises and Equipment;
- **Hire Charge** means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form together with any additional charges or costs incurred due to loss or damage for which the Third Party is responsible for, and Hire Charges shall be construed accordingly;
- **Hire Period** means any and all periods of time during which the Third Party is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;
- **Payment request** – automated payment request
- **Regular Hire** means hire on a periodic basis;
- **Regular Hire Session** means one of the sessions which together with other sessions comprise a period of Regular Hire;
- **School Premises** means the school premises of the Company at which the Activities shall take place;
- **Special Event** means hire for “one off” Activities during a specific Hire Period only;



- **Third Party** means the person, organisation, club, firm or company with whom the Contract is made, and
- **Third Party User** means any person under the control of, connected with or on the School Premises with the consent of the Third Party.

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

## 2 **General**

2.1 These Terms and Conditions of Use shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Third Party to the Company and the provisions of these Terms and Conditions of Use shall prevail unless expressly varied in writing and signed by a director of and on the Company's behalf. The Company may issue supplementary Terms and Conditions and or codes of conduct which will be an addition to and not a replacement of these Terms and Conditions.

2.2 Any concession made or latitude allowed by the Company to the Third Party shall not affect the strict rights of the Company under the Contract.

2.3 If any particular clause of these Terms and Conditions of Use shall be or held to be invalid the other clauses of the Terms and Conditions of Use shall continue in full force and effect.

## 3 **Health and Safety**

3.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Company.

3.2 Fire doors and doors fitted with automatic closure shall not be interfered with by Third Party Users.

3.3 Third Party Users shall not obstruct any corridor, passage, entrance or exit of the School Premises.

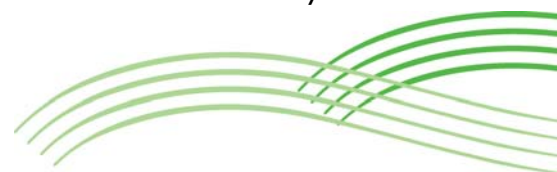
3.4 The Third Party Users shall ensure that there is no interference whatsoever during the Hire Period with fire extinguishers or any other fire fighting equipment, except in the case of emergency.

3.5 Any electrical equipment brought on to the School Premises by the Third Party Users must have prior agreement with the Facilities Staff and have a current Portable Appliance Tested (PAT) certificate displayed on such equipment (indicating that the PAT test was performed no more than 12 months previous) or a dated purchase receipt for new electrical equipment, indicating that the purchase date was no more than 12 months previous.

3.6 The Third Party will under no circumstances bring fireworks or pyrotechnics onto the School Premises. No gas container or apparatus which when being used has a naked flame is permitted in any area of the School Premises unless prior permission from the Company has been granted.

3.7 Abusive behavior by any Third Party Users towards Facilities Staff and other users of the facilities will result in an immediate termination of booking.

3.8 Third Party Users confirm that upon entering into the Contract they have read and understand the emergency evacuation procedures of the Facilities and School Premises and that they will



share this information with any individual or group of individuals that they are responsible for bringing onto the School Premises.

- 3.9 Third Party Users should notify in writing to a member of Facilities Staff within 5 days following the occurrence of any of these incidents: injuries or illnesses, incidents or near misses, property loss or damage, environmental and building damage or theft.

#### 4 **Third Party Users**

- 4.1 Third Party Users shall comply with the instructions of the Facilities Staff at all times.
- 4.2 Third Party Users shall have access to toilets and common parts of the Facilities in relation to the Activities as designated from time to time by the Facilities Staff.
- 4.3 The Third Party shall provide sufficient supervision of Third Party Users whilst on the School Premises to comply with all applicable regulations and best practice.
- 4.4 All Third Party Users engaged in a supervisory role during the Hire Period must be carefully selected prior to appointment by the Third Party and be sufficiently skilled, experienced and trained by the Third Party to carry out their duties.
- 4.5 Third Party Users must be appropriately dressed for each Activity and supplied, by and at the cost of the Third Party with personal protective clothing as shall be suitable and required by law and which shall be replaced and/or removed as required by the Third party.
- 4.6 (i) Where Third Party Users include the supervision of minors and are required to adopt controls and practices to ensure minors or special needs users are protected while at all times being under the care of a responsible nominated adult/s.
- (a) a “minor” shall be children under the age of sixteen (16); or
- (b) a “special needs user” shall be adults or children suffering from mental or physical incapacity;
- (ii) Third Party Users responsible for organising, operating, assisting with or supervising Activities involving children or special needs users must be DBS checked and shall be responsible for registering with the DBS and providing details of same to the Company confirming that the issue date of such DBS check is no more than 3 years previous to the Expiry Date of the Hire Period.
- 4.7 Where the Facilities are to be used by the Third Party for a discotheque, dance or such other similar social function, the Third Party must ensure that there is one supervising adult over 21 years of age to every 15 people attending the function who are under the age of 15. The Third Party must ensure that an appropriate proportion of female supervisors to female attendees is present.
- 4.8 An audience to the Activities carried out by the Third Party will only be permitted entry to the Facilities:
- (a) if such a request has been made on the Booking Form and
- (b) the Company has approved an appropriate form of ticketing and/or audience control; and
- (c) unless otherwise agreed with the Company the Third Party ensures that adequate security personnel (and where appropriate authorised under the Security Investigation Authority procedures) are in attendance for the duration of the Hire Period.



- 4.9 It is the responsibility of the Third Party to leave the Facilities in a similar and agreed condition as that in which the Facilities were made available to the Third Party save where agreed otherwise with the Company.
- 4.10 Failure of the Third Party to comply with the relevant Code of Conduct will result in immediate termination of all bookings.
- 4.11 The Third Party agrees to carry out, perform or otherwise use the Facilities solely for the purposes as set out in the Activities
- 4.12 Where the Third Party Use involves the teaching of a language or another activity where a language other than English is used for written communications, the Third Party User will, upon the request of the Company, promptly provide the Company with true and correct English translation copies (at no cost to the Company) of all or any written materials (used for teaching purposes or otherwise) being presented or distributed whether by the Third Party representative or the participants or attendees at the Third party's session during the session of the Third party and/or whilst the Third Party is on school premises.
- 4.13 The Third Party User agrees not to undertake (and to ensure the participants and attendees of the Third Party User's session do not undertake) any activities or behaviour during the teaching sessions and/or whilst the Third Party is on school premises that gives rise or may be perceived to give rise (at the Company's discretion and in consultation with the Head Teacher of the school) to activities or behaviour that is against or contrary to the schools' ethos, vision and values

## 5 **Catering**

- 5.1 If the use of kitchen and servery at the Facilities is required such request must be made on the Booking Form at the time of booking.
- 5.2 Where use of kitchen equipment is required, the Third Party agrees to pay for the services of a member of the Facilities Staff to operate such equipment as may be necessary (to be discussed at time of booking).

## 6 **Intoxicating liquors & Substances**

- 6.1 Third Party Users are prohibited from bringing onto or consuming on the School Premises any intoxicating substances or illegal drugs.
- 6.2 Third Party Users may not bring onto or consume on the School Premises any intoxicating liquors without the prior written consent of the Company.
- 6.3 It is the responsibility of the Third Party to adhere to the appropriate UK licensing laws.
- 6.4 Third Party Users shall ensure that all bottles, cans and other receptacles are removed at the end of each Hire Period, save where the same have been provided by the Company as part of agreed catering arrangements.

## 7 **Smoking**

- 7.1 The smoking of cigarettes, e-cigarettes, pipes, cigars or any other matter on the School Premises is strictly prohibited. It is the duty of the Third Party to inform all Third Party Users of this rule and ensure it is adhered to.





## 8 **Noise**

- 8.1 Noise must be kept within reasonable limits and Third Party Users must comply with the instructions of the Facilities Staff in this respect.

## 9 **Sport**

- 9.1 Where an Activity is a sport, Third Party Users must ensure that it is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.
- 9.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Third Party must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council. Third Party Users must provide details of professional qualifications at the time of booking.
- 9.3 The Third Party agrees that the Facilities Staff decision on the fitness of a ground for play will be final.
- 9.4 Third Party Users must not wear studded boots on all-weather pitches during the Hire Period or indoors of the Facilities.

## 10 **Music & Dance**

- 10.1 It is the responsibility of the Third party to obtain and provide a copy of a PPL (public performance license) for any recorded music being played on the School Premises
- 10.2 The use of specified pianos by competent and authorised Third Party Users may be permitted at the discretion of the Company and/or the Facilities Staff (to be discussed and specified at the time of booking)

## 11 **Payment**

- 11.1 In consideration of the provision of the Facilities the Third Party agrees to pay the Hire Charges to the Company prior to the commencement date of the Hire Period -, unless otherwise set out in the Booking Form and in the event of any subsequent additional payment requests as detailed in Clause 11.2 below within 7 days following the date of such request. Failure to pay a Hire Charge and/or any subsequent additional payment request may result in the Third Party forfeiting without compensation all or any (present or future) of the Hire Period.
- 11.2 The Third Party agrees to pay the costs incurred by the Company in repairing or replacing any of the School Premises, the Facilities or Equipment lost, damaged or destroyed by the Third Party or Third Party User and the Company will include such costs as part of an additional payment request.
- 11.3 The Hire Charges are payable as set out in the Booking Form at the time of booking
- 11.4 The Company agrees that each payment request issued by the Company to the Third Party will include details of:
- (a) Amount due
  - (b) Activity date range
  - (c) Name of organiser



- 11.5 Save where the Third Party is disputing any sums of the additional payment requests in good faith, in the event that sums due from the Third Party under these Terms and Conditions of Use are overdue, the Company shall, having given the Third Party notice of its intention so to do, be entitled, without prejudice to its other rights, to suspend the use of the Facilities by the Third Party whilst sums of the additional payment requests due to the Company under these Terms and Conditions of Use remain overdue or alternatively the Company may terminate the Contract.
- 11.6 Without prejudice to any other rights the Company may have the Company is entitled and the Third Party agrees (both before and after any judgment) to charge an administration fee of £25.00 on overdue payments of the Hire Charges and/or any additional payment request (where the Company has agreed to late payment of the Hire Charge or an additional payment request) and if required the debt would increase immediately by charges levied by any court action.

## 12 Cancellation of a Hire Period

### a. Special Events

- 12.1 The Third Party may cancel a Special Event booking by giving notice in writing to the Company not less than [eight (8)] weeks before the start of the Hire Period.
- 12.2 Where written notice of cancellation of a Special Event booking by the Third Party is received less than [eight (8)] weeks before the start of the Hire Period, the Company shall be entitled to:
- (a) 20% of the Hire Charge where notice of cancellation is given less than eight (8) weeks but more than four (4) weeks before the Hire Period;
  - (b) 50% of the Hire Charge where notice of cancellation is given more than two (2) weeks but less than four (4) weeks before the Hire Period;
  - (c) 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.
- 12.3 Where the Company cancels a booking for a Special Event before the start of the Hire Period, the Company shall repay to the Third Party the Hire Charges applicable to such Special Event and paid to date.

### b. Regular Hire

- 12.4 Either party may cancel a Regular Hire Session by giving notice in writing to the other party a minimum of 7 days before the start date of that Regular Hire Session. Where the Company cancels a Regular Hire Session within 7 days of the Regular Hire Session, the Company will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, the Company shall repay to the Third Party any Hire Charges paid in respect of that session.
- 12.5 If written notice of cancellation of a Regular Hire Session by the Third Party is received by the Company less than 7 days before the start date of the Regular Hire Session, the Third Party shall be obliged to pay the Company the relevant Hire Charges as if the Regular Hire Session had taken place.

## 13 Liability



- 13.1 The Third Party shall be liable for any damage to the School Premises or the fixtures, fittings, furniture and any articles belonging to the Company and caused by the Third Party or the Third Party Users. No screws or nails shall be driven into the walls, floors or ceiling of the School Premises or its furniture, fixtures or fittings.
- 13.2 Third Party Users agree to use the Facilities at their own risk and except in the case of death or personal injury caused by the Company's negligence, the Company limits its liability for any damage to or loss of goods or property brought on to the School Premises by any Third Party Users to twice the Hire Charge for the Hire Period in which the liability arises.
- 13.3 It is the responsibility of the Third Party Hirer to secure valid and adequate insurance for their respective activities which covers all third party requirements. Details of this insurance are to be provided to the Company at the time of booking.

#### 14 **Termination**

- 14.1 The Contract shall automatically terminate on the Expiry Date.
- 14.2 The Company may terminate the Contract by notice in writing to the Third Party if the Third Party:
- (a) cancels more than 25% of the Regular Hire Sessions within a Regular Hire Period; or
  - (b) commits a serious breach of any of its obligations under these Terms and Conditions of Use; or
  - (c) becomes bankrupt, insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
- 14.3 In the event of termination by the Company for the reasons set out in Clause 14.2(a) and where the Company, acting reasonably, is unable to procure an alternative user for the remaining Regular Hire Sessions, the Third Party shall be liable to pay to the Company a sum equivalent to the Hire Charge costs of the Regular Hire Sessions.

#### 15 **Post-termination**

- 15.1 Termination of the Contract shall not affect any rights or obligations of the parties which accrued prior to termination.
- 15.2 Termination of the Contract shall not relieve any party of any obligation under these Terms and Conditions of Use which is expressed or which by implication is intended to continue after termination.
- 15.3 If the Company continues to provide any Facilities to the Third Party after the termination of the Contract such provision shall not be construed as a waiver of the termination of or as a renewal of the Contract.

#### 16 **Force Majeure**



16.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Contract by an Event of Force Majeure.

## 17 **First Aid & Emergency Situations**

17.1 The Third Party should arrange for first aid qualified personnel to attend medical emergencies during the Hire Period. For tournaments, competitions or other large events, the Third Party shall where required by the Company contact the British Red Cross or St Johns Ambulance Brigade and arrange, at the Third Party's sole cost, to have a qualified person from such an organisation in attendance at all times during the Hire Period. The Third party acknowledges that the Company does not provide first aid qualified personnel, however the Facilities Staff are able to provide first aid equipment or contact the emergency services.

17.2 The Third Party must familiarise themselves with the 'BREAK GLASS' point nearest to your immediate location. On discovery of emergency – fire etc – push 'BREAK GLASS' point, a siren will sound and the Facilities Management Team will be informed of the location of the emergency.

17.3 On hearing the alarm the Third Party must ensure that all Third Party users cease using the facility and proceed to the nearest exit and assemble in the designated Community Users Muster point located on the outdoor Multi Use Games Area (MUGA).

17.4 It is the Third Party's responsibility to take a register of all their Third Party Users at the beginning of their Hire Periods to act as a fire register.

17.5 The Company must be informed by the Third Party in advance of any particular Third Party User who may require assistance in the event of an emergency

17.6 On NO account should any unauthorised person re-enter the building.

17.7 It is the Third Party's responsibility to take a register of all their Third Party Users at the beginning of their Hire Periods to act as a fire register.

17.8 All accidents and incidents must be reported to the Company. Copies of the relevant report should be sent in writing no more that 7 days after the event to the Company.

## 18 **Car Park**

18.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable vehicle management procedures applied or notified by the Company.

18.2 Third Party Users shall not obstruct any emergency vehicle routes, entrance or exit of the School Premises.

18.3 Disabled bays are for Third Party Users who are in possession of a valid and proper displayed disability blue badge.

18.4 The Company cannot be held responsible for any damage or theft to cars using the car park. The Third Party parks at their own risk.



