

CANTELL SCHOOL
CONDITIONS OF BOOKING AND HIRE
SEPTEMBER 2016

1. Booking Enquiries should be made to Community Receptionist/Community Bookings Co-ordinator on 02380 323111 or email: community@cantell.co.uk .
An enquiry form can be found on the School's website, www.cantell.co.uk.
2. Community Activities are controlled by the Headteacher, who reserves the right, at their absolute discretion, to refuse admission to, or to evict any person from the premises, or to refuse any application for the hiring of the premises without being required to give reason for such refusal.
3. Applications for Hire of facilities must be made on an official Booking form, obtainable from the Receptionist and the schools website. The Hirer shall satisfy himself that the facilities are suitable for his purposes. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular, the Hirer acknowledges that it will not have exclusive use of the site. All hirings and timings are subject to the discretion of the Headteacher. The Hirer may not assign or sub-let the hire of the school. No person under the age of 18 years will be accepted as a Hirer.
4. Charges for Hire of facilities are fixed by the Headteacher who reserves the right to vary charges without prior notice. New charge rates normally operate from April and September each year. Setting up and clearing away time must be included within the hire period.
5. Hire Fees must be paid within 14 days of the date of invoice. Payment beyond this period may incur additional charges. Cheques should be made payable to 'Cantell School'. In the event fees are not paid in accordance with these conditions, all further periods booked may be cancelled forthwith by the Headteacher, without prejudice of the right of the Headteacher to recover the total charges due in respect of the full period of hire. The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Headteacher against damage caused or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. Any decision made by the Headteacher is final.
6. Cancellation of Hire
 - (a) The Hirer must give **3 days'** notice of cancellation or changes in times/dates of bookings, in writing. If sufficient notice is not given, the Hirer will be expected to pay the hire charges for the facilities booked.

- (b) The Headteacher reserves the right to close any part of the premises or prohibit the use of any facilities deemed unfit for use. In such circumstances any monies paid will be refunded, but the Headteacher will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.
- (c) The Headteacher may refuse an application if:
 - (i) The premises are required by the School.
 - (ii) There has been damage to the property or breach of these conditions during previous use of the premises by the Hirer.

No compensation shall be payable by the Headteacher by reason of such a decision.

- (d) The Headteacher reserves the right to cancel the agreement to hire, by giving 2 weeks notice to the Hirer in writing (email is acceptable) and sent to the address given by the Hirer.

The Headteacher also reserves the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
- (ii) the hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent

The Headteacher excludes any liability as a result of the exercise of these rights for breach of contract or otherwise and shall not be held liable for any expenses incurred by the Hirer as a result of such cancellation.

- (e) All block bookings are subject to review and may be cancelled at two weeks' notice.

7. The Hirer is responsible for the proper conduct and control as follows:

- (a) The number of persons using the premises does not exceed that for which the booking was made and approved.
- (b) The administration, organisation and supervision of a particular activity or event.
- (c) The provision of qualified coach(es) or competent supervisor(s) for all activities. The School may request evidence that such persons are suitable, e.g.

coaching qualification certificates; DBS disclosures for groups with young people and/or vulnerable adults, etc. This evidence must be provided on request. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. Any specialised equipment must be operated / supervised by appropriate qualified persons. All necessary safety precautions for activities must be taken in accordance with the relevant statutory and School safety publications.

- (d) The supervision of all visitors, spectators and officials attached to the Hire.
- (e) Leaving premises in a tidy and orderly condition at the end of each hire period.
- (f) Where applicable, ensuring equipment is returned to its storage place.
- (g) Finishing the activity promptly at the end of the hire period and if the last hire of the day, vacating the premises no later than 10 minutes after the end of the hire period.
- (h) Supplying on request to the School, the names and addresses of persons taking up any booked period under the hire agreement and the age of any of them who are minors.
- (i) The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.
- (j) Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times. Internal fire doors must not be fixed in an open position. Please see Hirers guide and the Emergency Evacuation Plan provided at booking.

NB Hirers will be expected to comply with all reasonable requests made by the Community Staff and/or Site Staff.

8. Collections and Lotteries – No collections, games of chance, sweepstakes or lotteries or any betting may be conducted on the premises without prior permission of the Headteacher.
9. Licences – The Hirer shall be responsible for ensuring that all necessary licences have been obtained in respect of activities to be carried out, and shall pay all fees due in respect of these activities, eg performing rights, entertainment’s licences, etc.

10. Alcoholic Drinks – In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Headteacher. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure the Temporary Event Notice is obtained from the local authority. The School reserves the right to see sight of the Temporary Event Notice prior to the letting.
11. Catering – Arrangements must be made at the time of booking for use of the catering facilities. These are limited and not usually available, but in some circumstances light refreshments might be provided (prices on application). The School does not normally permit the heating or cooking of food during a hire.
12. Smoking – The site operates a No Smoking policy in all areas, including outside spaces.
13. Rubbish/Litter – The Hirer shall be responsible for clearing the site of any rubbish that results from the hire.
14. Tickets – No Hire is permitted where tickets will be sold to the general public. If tickets are to be sold to members of a specific group or organisation, the Hirer must inform the School in advance.
15. Media – The Hirer is requested to inform the School in advance if the media is expected to attend any event. If any media interest occurs on the day of the Hire, the Hirer must alert the Community Staff prior to giving permission for media access.
16. Furniture – Furniture should not normally be moved. Movement of furniture may only be done with permission of the Community Office; it must be put back in its original place at the end of the hire. If a large number of chairs need to be moved, the Hirer shall provide assistance before and after the event.
17. Classrooms – Where a hire takes place in a classroom, or other area used by the School for teaching, the Hirer is responsible for ensuring that no student's work is touched or damaged. The hire of a classroom **does not** include the use of whiteboard markers, pens, paper or any other materials. Interactive whiteboards must not be written on. The Hirer will be responsible for any charges raised for cleaning these boards.
18. Dogs – No dogs, except for Guide dogs, are permitted on the School site.
19. Language and noise – Participants and Hirers are not to use foul or abusive language. Noise levels should be kept to an acceptable level, especially outside.

20. Fences etc. – Under no circumstances are fences and gates etc. to be climbed.
21. School reputation – Any event deemed to bring the School's good name into disrepute can be cancelled at any time, without liability to the School.
22. Risk Assessments – It is the responsibility of the Hirer to complete their own Risk assessments. The School reserves the right to review these assessments.
23. Emergency services – If a Hirer needs to call the Emergency services a member of the Community Staff/Site Staff should be informed immediately.
24. Accidents – Any accidents or incidents must be reported to the Community Staff immediately and the Accident report completed
25. Community Staff – We respect our staff and Hirers and participants must do the same. Any form of abuse towards our staff will not be accepted and may result in the cancellation of the hire.
26. Parking and access
 - (a) Parking is permitted in the School car park and only in the marked bays.
 - (b) The Turning circle in front of the School may only be used to drop off large items, or to enable disabled users to access the site. There are marked disabled driver bays in front of the School.
 - (c) Vehicles must not be parked in the Turning circle, or any other area where they could cause an obstruction.
 - (d) If busses or coaches are expected at an event, please liaise with the School in advance.
27. Equipment and Premises
 - (a) Use of the premises is limited to the accommodation hired and necessary facilities such as toilets and changing rooms. Hirers should check these areas are left clean and tidy.
 - (b) No equipment/facilities are to be used without prior specific permission from the Community Staff.
 - (c) Storage facilities cannot normally be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

- (d) Furniture and apparatus required may be brought onto the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Headteacher, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.
- (e) No School games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.
- (f) The Hirer shall not carry out or permit to be carried out any alterations, additions or attachments to the premises, fittings, equipment or decoration thereof, without prior written permission of the Headteacher. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe.
- (g) Any equipment (e.g. electrical) brought onto the premises must meet all current safety standards.
- (h) The Hirer shall pay the costs of any loss or damage to the premises or equipment, whether provided by the Site or any other person, however caused and whatever nature.
- (j) The Hirer, on arrival should report any damage, litter, or disorder immediately to the Community Staff. Any damage must be reported to the Community Staff and charges for damage or breakages may be made.
- (k) No outdoor or blacksoled footwear is to be worn in the Sports Hall, Gymnasium, or Movement Studio. Only clean soft-soled shoes are permitted.
- (l) Chewing gum is not permitted on the site and therefore should not be disposed of in or on any part of the site.
- (m) Only authorised persons shall use steps or ladders.

28. Grass Sports Fields, Hard Court Multi-Use Games Areas and 3G Pitch

- (a) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.

- (b) The grass sports fields 3G pitch and hard court multi-use games area shall be hired together with access to toilets and changing accommodation at the School.
- (c) The grass sports fields 3 G pitch and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the Hirer.
- (d) The grass sports fields shall have a limited playing capacity. The School reserve the right to restrict use of the grass sports fields to protect them during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (e) Use of the 3G pitch is compliant upon wearing the correct footwear (See Appendix C)
- (f) To protect the surface of the 3G pitch, no litter etc. must be left. Drinks should only be contained in plastic bottles.

29. Affiliated Hirer's Insurance – Indemnity Clause In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

Southampton City Council's liability insurance arrangements will not provide cover for a Hirers potential liabilities.

Injury to Persons or property

- (a) The Hirer shall indemnify the School and Southampton City Council against all claims for damages, compensation and / or costs in respect of:
 - (i) accidental bodily injury or illness to Third Parties and agents and / or
 - (ii) accidental damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

Except when claims for damages, compensation and /or costs are as a result of the negligence of Southampton City Council, its servants or agents.

- (b) The Hirer shall have adequate insurance to cover this liability with a minimum limit of indemnity of:
 - £10 million for commercial hirings except where otherwise agreed

- £5 million for non-commercial hirings

Damage to Premises and Equipment

- (c) The Hirer shall be responsible for the loss of or damage to the premises and contents therein which is the property of the School except when loss or damage to the premises or contents are as a result of the negligence of the School or Southampton City Council.
- (d) The Hirer shall have adequate insurance to cover this liability with a minimum limit of indemnity of:
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings
- (e) If requested, Hirers must produce evidence that the required insurance cover is in place.
- (f) Injury to Persons – The school does not accept responsibility for personal injury, unless caused as a result of negligence by the School or Southampton City Council.

30. VAT – See Appendix A&B

31. Breach of Conditions – The person who signs the booking form will be held responsible for ensuring these conditions and regulations are adhered to. Failure to abide by them will lead to a cancellation of the agreement.

If a hire period or booking is cancelled or terminated by the Headteacher as a result of a breach of conditions (as to which the decision of the Headteacher shall be final) the Hirer shall remain personally liable to the Headteacher for all charges due up to that time, but without prejudice to any claim which the School may have against the Hirer arising out of such a break or otherwise.

32. Right of access – The Headteacher and its agents reserve the right of access to the premises during the letting.