

**Saint George Catholic Voluntary Aided College: Facility Booking Terms and Conditions:**

1. In these terms and conditions 'the hirer' means the person signing the 'form of application' and includes the club, organization, corporation or person, if any, on whose behalf the applications is made and such club, organization corporation or person shall be jointly liable with the person signing the 'form of application' and 'the college' means St George Catholic VA college. In these terms and conditions any undertaking by the hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
2. The contract for the hire of the college's facilities shall not be deemed complete until the standard 'form of application and these terms and conditions' have both been signed by the hirer and then accepted by email or in writing by the college to confirm the booking. The contract for the hire of the college's facilities consists of these terms and conditions, the form of application, hirer pricing policy, the fire evacuation. If the organization is eligible, then VAT can be waived if the proposed use conforms to all of the following conditions:
  - There must be a minimum of 10 lets to a school, club, association or an organization representing affiliated clubs or constituent associations (such as a league).
  - Each period is for the same activity, at the same place (a different pitch, court or lane at the same sports ground or premises would count as the same).
  - The interval between each period is not less than one day and not more than 14 days.
  - Payment is made by reference to the whole series and is evidenced by written agreement (it does not have to be paid upfront), and
  - The hirer has exclusive use of the facilities.

It is important to note that not all hirers can use the series of sports lets rules. A commercial organization is not included in the exemption, neither is an information group of people claiming to be a club.

3. If your organization is making an annual long term booking the service level agreement form is also required but this is also incorporated but this is at the college's discretion.
4. The use of the college facilities by the hirer is restricted to those parts of the college facilities specified on the 'form of application', herein referred to as the facility required to hire and to the date(s) and time(s) specified on the form of application (referred to in these terms and conditions as 'the period of hiring').
5. The college reserves the right to refuse or cancel any bookings at any time up to one week's notice. Where the college cancels a booking it will provide a full refund for that booking.
6. The college reviews hiring charges annually and any new rates will be applicable from September 1<sup>st</sup> each year. Irrespective of the charges in force at the time of booking.
7. The hirer shall, during the period of hiring, be responsible for the efficient supervision of the facility booked including the effective control of children, the orderly and safe admission and departure of persons to and from the facility booked; the safety of the facility booked and the preservation of good order and decency there in; ensuring that all doors and gates giving access from the facility booked shall be kept unfastened and unobstructed and immediately available for exit during the whole time the facility is booked and in use and no obstruction shall be placed or allowed to remain in any corridor giving access from the facility booked.
8. If the hirer fails to observe and perform any one or more of its obligations in these terms and conditions, the college may charge to and recover from the hirer any expenses incurred by the college resulting from such failure to observe and perform including but not limited to the cost to the college of observing and performing such obligations itself.
9. No booking will be allowed which involves the use of chemicals, fire or fireworks. Great care must be taken at all times by the hirer to ensure that no hazardous materials or substances are brought onto the premises.
10. The hirer shall ensure no intoxicating liquor is brought onto or consumed on the premises.
11. The colleges authorized personnel, shall have the right of free access to any part of the college including but not limited to the facility booked, at all times, including for purpose of inspection.

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12. The hirer shall not assign or sublet any of the rights in respect of the facility booked or any part thereof granted to the hirer by the college and shall not use or permit or suffer the use of the facility booked for any purpose other than the purpose for which the same was hired.
13. The hirer shall take good care of and shall not cause any damage or permit any damage to be done to the college or the facility booked or to any part or parts of any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of the hirer or any person using the facility booked by the hirer.
14. No advertisements, flags, emblems or other decorations shall be displayed outside any part of the college without previous consent of duly authorized personnel of the college.
15. Under no circumstances will the college make good or accept the responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the facility booked either by the hirer for their use or purposes or by any other person or left or deposited with any employee of the college and the hirer shall indemnify and hold the college and its employees harmless in respect thereof.
16. The college shall not be liable for any loss due to failure of supply of electricity, leakage of water, fire, act of god, which may cause the facility booked to be closed or the hiring to be interrupted or cancelled.
17. The hirer shall be liable for and shall indemnify the college against any losses, damages, costs, expenses or injury which may be incurred by, awarded against or agreed to be paid by the college arising from any death or injury to any person and any loss or damage to property which may arise out of or in consequence of any act, omission and or default committed by the hirer or anyone under the hirer's control save, in respect of death and personal injury, to the extent caused by the college's negligence. The hirer shall take out insurance at appropriate levels with a reputable insurance company to cover its potential liabilities under this clause and the contract for hire generally.
18. The hirer is also advised to ensure a member of the hirer's club or organization are appropriately qualified as a first aider, as the college cannot provide first aid support. All injuries and accidents must be recorded and reported to the college. This is a requirement of RIDDOR and therefore the following procedure needs to be followed when recording any injuries or accidents:  
  
The Hirer should complete an HS1 form on the same day as the injury or accident. These forms can be found in the lettings supervisor's office. This is located near the bike sheds at the front of the school (to the left and up the stairs) from Monday to Friday. On weekends, a member of staff will be located at reception. If for any reason there is no one around, please call the mobiles from the emergency list below. The hirer should go to the lettings supervisor's office and complete the HS1 form. The lettings supervisor should then give this to Mr. James Habberley at Saint George Catholic College the next day.  
  
The HS1 form is then assessed by Mr. Sam Guyer and posted to Kevin Cardy Health & Safety Service at Southampton City Council.
19. If the hirer shall cancel the hiring of any facility booked for either one or more bookings the college must be notified in writing at least twenty-eight days prior to the date. Where notice of cancellation is received by the college less than twenty-eight days prior to the date on which such booking would otherwise have taken place full charges in respect of the period of hiring will be payable and no refund will be given.
20. Basic first aid equipment is available in the lettings supervisor's office but the supervisor is not responsible for administration.
21. The Hirer is responsible for taking a register of who is on site taking part in their activity. This should be taken at the start/end of the event to ensure all users are accounted for. The register should also be taken in the event of a fire. Please follow the fire evacuation procedures shown in the next bullet point and on the attached instructions.

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22. In case of fire please follow the safety instructions on the attached document titled: Emergency Evacuation Procedure 2014. The hirer is responsible for ensuring the persons attending are aware of the fire evacuation procedures. The fire alarm will go off automatically which will alert Kestrel Guards on 02380 666934 Site ref: KHO938 to alert the fire brigade to attend. Once the fire alarm goes off all hirer's and persons attending their clubs should immediately exit the facility and register at the assembly point. A member of the college site team will meet all hirer's at the assembly point. It's the hirer's responsibility to provide the member of the college site team with a current register of all persons using the facility. The member of the college site team will then contact the emergency contacts. For reference our emergency contacts are:

Weekday (5pm till close) Site Manager: Mr. Shaun Gray: 07809 475223  
Assistant Headteacher: Mr. Sam Guyer: 02380 670116

All hirer's and person's attending their clubs should remain at the assembly point until further instruction is provided from the fire brigade or lettings supervisor.

In the rare event the hirer has hired the facility and a member of the site team is not on-site the hirer should follow the above instructions. On arriving at the assembly point the hirer must take a register and call the above emergency contacts.

23. No drinks shall be placed on the indoor floors and no drinks shall be taken onto the floor playing areas.
24. The wearing of footwear likely to cause damage to floors and playing surfaces is forbidden (this includes the use of long metal studs on the artificial turf pitch. Only the following footwear is allowed to be worn on the all-weather pitch: See attached information on footwear for more details.
- Astro Trainers
  - Football Boots with moulded plastic studs (No metal studs)
  - Trainers with Suitable grip (astro trainers are safer).
25. Smoking is not permitted on the college site and neither are dogs (with the exception of guide dogs) and where any hirer or person resorting to the facility booked is found to be in breach of this clause 25 the college reserves the right without liability to the hirer to terminate the hiring with immediate effect.
26. The period of hiring includes preparation and clearing up time. The hirer shall ensure that the hirer and all other persons using the facility are clear of the facility booked and all litter is cleared up by the end of the period of hiring agreed to on the form of application.
- 27. The hirer is responsible to ensure that the goal posts and gym equipment is put back to their original start position's, and as they were found. All litter is to be collected at the end of the sessions. The hirer is responsible to ensure that the accommodation hired, including any fittings, equipment or other property therein, is left in the same condition and position as they were found. Furniture or college equipment must not be moved out or into a room without the approval of the Site Manager.**
28. No hirer should proceed with the use of the college grass pitches if the condition of the pitch is likely to be damaged so that the pitch would not be in good enough condition for immediate further use.
29. Use of stage lighting, audio or visual equipment cannot be guaranteed. Hirers must seek consent from the college in writing in advance of the proposed hire. Such consent can be revoked at any time.
30. Clubs and organizations under the age of 18 using the facility booked are supervised by an adult at all times whilst on the college site.
31. Safeguarding/Child Protection:

**All adults involved with groups where children (under 18 years) are involved or vulnerable adults are involved will have completed current Disclosure and Barring Service checks at appropriate levels and must attest to be compliant with all current DBS checks by signing the booking form. No access to any changing facilities being**

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used by children will be permitted until the previous group has vacated them. This is particularly relevant for the first hirers after the school day when all school students must be confirmed clear by a member of school staff before entry will be allowed. Each term all adults working with your group may be asked to hand in copies of their DBS certificates for checking.

In case of a safeguarding issue please contact reception and ask for Marie Cordeiro (Designated safeguarding Lead & Deputy Headteacher) on 02380 322603 / [mcorderio@stgcc.co.uk](mailto:mcorderio@stgcc.co.uk). Or contact Children's Resource Service) Southampton 02380 833004 (Office hours) or 02380 233344 (Out of hours). Saint George Catholic Colleges safeguarding and child protection policies are to be found on the College website.

With regards PREVENT, our lead is David Walford who can be contacted on 023 80322603 should there be any issues.

32. The hirer must ensure that during use of the facility booked it does not infringe any copyright or allow any copyright to be infringed. Copyright licenses are generally required for public performances of musical or dramatic works. Hirers must ascertain whether a license is required for any such public performances of copyrighted works. If a license is required, hirers must obtain the license at their own expense and ensure full compliance with the restrictions based upon that license and pay all composers, authors, publishers and other fees and royalties which may be payable in respect of the copyrighted works.
33. The hiring group will be invoiced a month in advance of the hire. Any casual single booking must be made in advance to the college for the hire. All invoices must be paid within fourteen (14) days of the date of invoice.
34. In the event of a breach of any of the foregoing terms and conditions by the hirer or any other person or persons in the hirer's group resorting to any facility at the college the college reserve the right to
  - a) cancel the hiring forthwith by notice in writing given to the hirer without incurring any liability to the hirer for the return of any fee or otherwise and
  - b) charge to and recover from the hirer any expenses incurred by the college in remedying any such breach, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate.
35. In the event of any matter arising in connection with the hiring of the facility booked which is not covered by these terms and conditions or in any agreement entered into between the college and the hirer the college shall have full power and authority to deal with it at their sole discretion.
36. The hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the college or the facility booked or which would or might vitiate in whole or in part any insurance effected in respect of the college and facility booked.
37. The head teacher or his/her representative reserves the right to suspend or withdraw use of the college by an individual group with immediate effect without liability on the following grounds:
  - causing intentional damage to the school, its equipment or any personal belongings of other users
  - violent, threatening or abusive behaviour to a member of staff or other users
  - theft of any property belonging to the School or other users
  - disruptive behaviour which is interfering with the activities of others
  - behaviour which puts at risk the health, safety or well-being of others
  - non-compliance with or breach of licensing laws
  - behaviour which is deemed to be offensive and/or results in complaints from users
  - refusal to follow reasonable directions from the caretaker or other members of the school's staff
  - non-payment of school invoices
  - any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.



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- 38. The hirer and college agree that no relationship of landlord and tenant is created by the contract for hire.
- 39. Due to the bat mating season and non-use of our flood lights we are unable to take bookings for the use of the artificial turf pitch after dusk during the months of April and September.
- 40. During our Christmas period, we do not take any bookings, as no member of staff are on site.

I have read and agree to the terms and conditions:

Signed :.....

Date: .....

Print Name: .....

Organization: .....