

Blessed Thomas Holford Catholic College



HIRING TERMS AND CONDITIONS –

SPORTS FACILITIES & SCHOOL BUILDING

2023-2024

Terms and Conditions of Lettings

These conditions, together with the form of application to hire College accommodation, the conditional confirmation, the conditional of booking and the receipted account for the hire, shall constitute the contract between the College and the hirer(s).

1. Application

All applications for the hire of the premises must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). The college reserves the right to refuse any application without explanation.

2. Capacity of Hirer

Persons applying to hire College accommodation on behalf of unincorporated associations (e.g. clubs and societies), firms and companies shall:

- a) Disclose the fact on the application form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office
- b) Be deemed to have authority to enter into the contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers

3. Payment

Twenty-five per cent of the charges, by way of deposit shall be due and payable on receipt of the invoice and if the charges are not so paid, the letting may at any time be declared void and the premises may be re-let to any other person by the College. The balance of the charges is due and payable twenty-eight days before the date of the hire and where there is more than one function, then before the first of those functions. If the balance of the charges is not paid, the letting may at any time be declared void and the premises may be re-let to any other person by the college. The College may agree to alternative payment arrangements. The College may revise the charges at any time without notice. The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer or allowed by the college as appropriate. **Admittance to the premises is only permitted on production of a fully receipted account for hire to the caretaker.**

4. Electrical Equipment

All portable electrical equipment including DJ equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be handed to the hall keeper at the commencement of the function.

5. Seating Capacity and Equipment

The maximum number of persons to be admitted and conditions of access and egress, if applicable should be supplied to the college at least seven days prior to the date of the hire. The hirer must ensure that attendees do not exceed the stipulated figures at any time during the hire. Gangways must not be interfered with in the interests of public safety. Entrance, exits, corridors and passageways must be kept clear of obstructions. Seating, lighting and other requirements should be specified at the time of the booking. No responsibility will be accepted by the College should the hirer fail to do so. The hirer is responsible for equipment in or brought to the premises. The College will not accept liability for any loss or damage attributable or arising out of the presence, use of condition of such equipment. Storage facilities for the hirers own equipment will not be provided by the College. It may be possible for the hirer to provide their own storage facilities by prior arrangement.

6. Cancellation by the College

The College reserves the right to cancel any hire at any time without notice and without assigning any reason. As much notice as possible will be given. In such circumstances, the College can accept no liability for loss incurred as a result of such cancellation but undertake to refund any payment made or would endeavour to rearrange any booking. The College reserves the right to censor and cancel without liability of loss incurred as a result of such censorship or cancellation any play, sketch, lecture or any other performance or event.

7. Cancellation by the Hirer

In the event of the hirer(s) wishing to cancel the booking, there will be a charge of 25% of the total hire charges incurred if the cancellation is more than 28 days from the function date. If less than 28 days' notice is given by the hirer(s), then the full hire charges will still apply.

8. Refusal of Admission

The College reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of the College.

9. Performing Rights

No copied dramatic or musical work can be performed unless the licence of the owner of the copyright is produced to the College before the hiring. The charges include (where applicable) all payments in respect of the hirer(s) liability under the Copyright Acts.

The hirer(s) shall indemnify the College against any infringement of copyright, which may occur during the hiring.

10. Indemnity and Insurance

The hirer(s) agree to indemnify the College against actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The above indemnity must be covered by £10,000,000 Public Liability Insurance. Proof of such must be provided on return of the booking form. Should the hirer require this insurance, the College can do so at a rate of 10% of the total cost of the hire.

Refund of the 10% premium paid cannot be made once cover has been effected by the College.

11. Damage to the Premises

It is the hirer(s) responsibility to protect the premises during a period of hire. If any damage occurs or is sustained during a period of hire (other than damage or destruction, which in the opinion of the College could not reasonably have been prevented) the hirer(s) shall forthwith indemnify the College against the same and in particular but without prejudice to the foregoing:

- i) The hirer(s) shall ensure that no nails, screws, etc are driven into any part of the premises
- ii) The hire(s) shall ensure that no French chalk, wax powder or crystals are applied to any floor. All floors must be kept protected.
- iii) The premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position

12. Preservation of Order

The hirer(s) shall not permit any drunk and disorderly conduct to take place on the premises. No unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

Access by the Police and College officers

The College reserves the right of entry to the premises at any time during the hiring for the Manager and other authorised employees or agents of the College and Police officers who shall have full power to enforce these conditions and preserve peace and good order.

13. Advertisements

Except with prior written consent of the College:

- i) No advertising of a commercial nature shall be permitted at the premises
- ii) No advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case advertising only the event which is taking place, approved by the College and must be removed immediately after the event
- iii) The hirer(s) should before publishing, distributing or exhibiting the same submit to the College for approval a copy of all notices and tickets to be used in connection with the hiring

14. Compliance with College Requirements

The hirer(s) must comply with any requirement imposed by the College in writing to prevent damage to the premises, disturbance to residents or for any other reason. This agreement may relate to more than one hiring. If this requirement is not observed under this clause, on the occasion of any other such hiring, the College can review and if necessary, limit the scope or refuse any hiring which has not yet taken place, without paying compensation to the hirer.

Please note: the College has a NO Smoking Policy

15. Exclusion Clause

The College is not responsible for:

- i) Any article brought onto or left in any part of the premises
- ii) Theft, loss or damage to any vehicles parked in any car park provided

16. Catering

Hirer(s) can self-cater subject to permission but access to the café kitchen for water only. Any breakages must be paid for and the all areas must be left clean and tidy as found.

17. Car Parking

It is the hirer(s) responsibility to ensure that people attending the premises comply with the Colleges conditions for car parking to ensure that such people park in a considerate matter without causing inconvenience to others.

18. Agreement Contractual Only

No part of the contract between the College and the hirer(s) shall create any right of property and the interest of the hirer(s) in the premises is a contractual licensee only.

19. Risk Assessment

A risk assessment must be carried out by the hirer prior to the hiring taking place. If as a result of the risk assessment the hirers feel that the facilities are not suitable for the purpose, they should not hire the facilities.

Responsibilities and Information for Community Groups and Outside Providers

1. Induction

The College will provide an induction, which will include a tour of the College area you will be using.

This document supports the induction and provides details of the arrangements in place for the building and your responsibilities. You are responsible for ensuring your staff are inducted and are made aware of the arrangements.

2. Accident Reporting

If a member of your staff, a service user or visitor has an accident whilst on College premises and the cause of the accident is in connection with any equipment provided by the College or is as a result of the environment, e.g. slipped on wet floor, damaged floor etc, you must report this as soon as possible, so that an accident form can be completed.

The Headteacher will carry out an accident investigation and (where necessary) remedial action will be taken to prevent a recurrence. Any records will be kept in line with the Data Protection Act.

3. Fire Safety and Evacuation Procedures

The College will inform you of the fire arrangements for the building, and will provide you with a copy of the fire evacuation procedure. You are responsible for:

- informing your staff, service users (including children where relevant) and visitors of the fire arrangements, and for ensuring their safe evacuation;
- (where required) for ensuring a personal emergency evacuation plan (PEEP) is drawn up for any staff or service users with a disability or special need who may require assistance to escape in the event of a fire and for ensuring this is tested in the course of fire drills. NB if the individual is already a child at the college, the college will already have one in place which can be used or adapted if necessary.

4. First Aid

You are responsible for providing first aid arrangements (including sufficient trained first aiders) and first aid equipment.

5. Safeguarding

The college is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the colleges' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during college hours, or when students may be present in the

college (during after-college clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the college.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the college premises, they shall contact Mrs Hussain, Sports Facilities Manager (laurahussain@bthcc.org) as soon as reasonably practicable.

The hirer understands that if our college receives an allegation relating to an incident where an individual or organisation is using our college premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

6. Welfare Arrangements and General Housekeeping

The College will provide you with details of the location of toilets, drinking facilities etc. You are responsible for ensuring:

- you inform your staff, service users and visitors of the welfare arrangements and of the College's No Smoking Policy;
- kitchen and food areas are cleaned after use;
- any spillages are cleaned up immediately;
- rooms are left clean and tidy, and any furniture stored in its original location at the end of each session;
- all doors and exits remain clear;
- all lights are turned off, doors and windows are closed and locked.

7. Fault Reporting

You must report any faults or defects relating to the premises or college's equipment, e.g. faulty doors, windows, toilets etc to the Site Manager.

8. Risk Assessments

You are responsible for ensuring risk assessments are carried out of your activities, and for providing the College with any relevant information, that may affect the activities carried out on College premises or for other users of the building. The College will support you by providing any information required.

This will include any epidemic risk assessments. Government and other official guidelines outlined must be followed and risk assessments will need to be completed. All College epidemic risk assessments will be made available. QR registration codes must be used when requested, the posters will be displayed on site.

9. Equipment

If it is agreed you can use any of the College equipment then you must ensure that your staff receive any relevant instruction in its safe use.

Any devices that are in place to ensure the safety of persons, e.g. guards, should not be tampered with or removed.

10. Keyholding – The College will manage all access keyholding with site staff or a security company.

If you are provided with any key you must not pass the key to another person unless by agreement with the College. Any change to times must first be discussed and agreed with the College.

11. Emergency Contact

The College will provide you with emergency contact number for out of hours activities.

12. Other Arrangements

The College will advise details of any other relevant arrangements for the building, such as door codes, restricted areas etc.

HIRE REQUEST FORM

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Mrs Hussain, Sports Facilities Manager

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|--|---|
| Name of applicant/organisation and company number (where applicable) | |
| Applicant contact details | Address: Phone no: Email address: |
| Preferred method of contact | |
| Purpose/activity of organisation | |
| Part of the premises requesting to be hired | |
| Date and time of first hire | |

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| <p>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</p> | |
| <p>Number of expected participants in the activity</p> | |
| <p>Additional equipment you will require from the college (please note we may not always be able to provide this, but will inform you where this is/is not possible)</p> | |
| <p>Additional equipment you will be providing yourself</p> | |
| <p>Confirmation and details of the safeguarding and child protection arrangements you have in place</p> | |

By signing below, I agree to the terms and conditions set out in the college's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to laurahussain@bthcc.org or to the college office at Urban Road, Altrincham, Cheshire, WA15 8HT

We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.