

# TERMS AND CONDITIONS FOR THE HIRE OF PREMISES

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## 1. INTRODUCTION

For the purpose of this document, The Rutland and District Schools' Federation will be known as 'the Federation' and the group making the booking will be known as 'the Hirer'. The use of the Federation's premises and its facilities are subject to the following terms and conditions. Educational requirements will take precedence.

## 2. EQUAL OPPORTUNITIES

The premises shall be available to all members of the community regardless of race, colour or nationality, gender, religion, marital status or disability.

Due to the layout of the site certain areas are inaccessible for wheelchairs or for people with mobility impairments. Please advise us of any special access requirements before you confirm your booking.

## 3. APPLYING TO USE THE FEDERATION'S PREMISES

- The Federation retains the right to refuse any application for use of the premises without explanation or right to appeal.
- The Federation has the right to immediately terminate any agreement relating to the hire of premises if it is considered that the agreement has been broken by the Hirer. Such termination will not release the Hirer from any financial obligations.
- All prepayments made by the Hirer will not be refunded to the Hirer upon cancellation of the agreement by the Hirer.

## 4. HOURS OF OPENING

The hours of opening for lettings are as follows:

- Monday to Friday 17:30 to 19:30 during term time
- The car park is locked at 20:00, all vehicles must leave by this time
- Saturday & Sunday – times may be considered upon request
- Hours of opening may be subject to change
- Visits are by appointment only
- Special opening arrangements may be made on occasions. Please discuss your requirements with the Bookings Team.

The site will be closed on public holidays and for the period of the Christmas holidays, based on published term dates on the Federation website.

## 5. SAFEGUARDING AND CHILD PROTECTION

- Each Hirer who has under 18's in their care must provide the Federation with a copy of their safeguarding and child protection policies and procedures.
- The Federation will follow its own safeguarding policies if an incident is reported to the Federation and is related to any Hirer.
- The Hirer can liaise with the Federation's Designated Safeguarding Lead, as appropriate.

- The Hirer or member of the public can:
  - i. Report a child in immediate danger to police, calling 999
  - ii. Make a referral to children's social care and/or the police immediately.
  - iii. Contact the Children's Duty Team 01572 758 407 or email: [childrensreferrals@rutland.gov.uk](mailto:childrensreferrals@rutland.gov.uk)
  - iv. If the council offices are closed and it's an emergency, call: 0116 305 0005.
  - v. Tell the Designated Safeguarding Lead as soon as possible if you make a referral directly.

## 6. MAXIMUM CAPACITY

The Hirer shall ensure that the maximum room capacities are adhered to (please refer to the Federation's Premises Lettings policy). Additional furniture and equipment must not be included without the permission of the Federation. Please confirm the number of people you expect to be onsite as part of your booking at the time of enquiry.

## 7. SAFETY REQUIREMENTS

During the letting the Hirer will be requested to complete the Lettings Register by the site staff. This is to ensure we have an accurate record of persons on site at any given time and to verify our lettings database. The register **MUST** be completed on each occasion.

It is recommended that each Hirer keeps a record of participants attending the event that could be called on in the case of fire.

All activities conducted by the Hirer must adhere to the conditions and guidelines set out in the Federation's Health & Safety policy which you may find here:

<https://www.rutlandfederation.com/policies/>

Any breach of these conditions will result in the termination of the Letting Contract.

In particular:

- Gangways, exits and escape routes must be kept clear of obstructions.
- Hirers must familiarise themselves with the emergency procedures and ensure their clients or participants are made aware of the process.
- In the event of discovering a fire, clear the premises and congregate at your designated meeting point (which will be shown to you during your Orientation (section 21), sound the fire alarm, contact the Fire Brigade, and inform the Site Staff.
- Performances involving danger to the public shall not be permitted.
- Highly flammable substances shall not be brought into, or used in, any part of the premises.
- No unauthorised heating appliances shall be used on the premises.
- It is the responsibility of the Hirer to ensure adequate first aid facilities are available. It is recommended that a member of your club or organisation is a first-aider.

- The Federation cannot guarantee access to a phone line so it is advised that you have access to a mobile phone.
- All electrical equipment brought into the building must comply with the Electricity at Work Regulations Act 1989. It is used at the risk of the Hirer and the Trust will disclaim all responsibility for any and all claims and costs arising out of, or in ways relating, to such equipment.
- The use of laser and strobe (maximum 4 flickers per second) lighting equipment shall not be installed or used on the Federation premises without the prior approval of the Federation. In such instances where approval had been given it is the responsibility of the Hirer to inform the public/audience of the use of such equipment.
- The Rutland and District Schools' Federation is a non-smoking establishment. Smoking is not permitted. Please ensure that all members of your club and any associated people are aware of this policy.

## 8. SUPERVISION

It is the responsibility of the Hirer to ensure that adequate supervision is in place and that good order and behaviour is maintained. The Hirer shall have due regard for their general responsibilities for the health, welfare and safety of the public throughout the duration of the letting.

## 9. INTOXICATING LIQUOR

Intoxicating liquors are not permitted on the premises.

## 10. BETTING, GAMING AND LOTTERIES

Betting, gaming and lotteries are not permitted on the premises.

## 11. LOSS OF PROPERTY

The Federation cannot accept responsibility for damage to, or the loss of, any property brought on to or left on the Federation premises during a letting. It is the responsibility of the Hirer to ensure that personal belongings and equipment are kept secure.

## 12. CAR PARKING ON SITE

Cars, motor vehicles and bicycles are parked at the risk of the owner/driver. The Federation does not accept responsibility for any damage or loss to any vehicle whilst of the Federation premises. Vehicles must be parked in marked bays. Users must avoid undue noise on arrival and departure. Due care and attention must be taken when bringing motor vehicles on site particularly during the school day or when Federation activities are taking place. Whilst on site pedestrians have the right of way. The one-way system must be adhered to. The car park is locked at 20:00 each day during term time, and at 17:00 during holiday periods.

### 13. CLEANING

- Hirers must ensure the premises are left in the same condition as when they arrived. The site staff must be informed of any issues prior to the start of any letting. Any spillages that occur during your letting must be reported to the Site Staff.
- Litter must not be left in and around the site. Please use the bins that are available on the site.

### 14. FOOD AND DRINK

It is accepted that refreshments may be required during your letting. Unless specific requirements are requested by the Hirer and confirmed by the Federation at the time of booking, food and drink must not be consumed within classrooms or specialist areas, including sports facilities or changing rooms. Any litter must be disposed of in the litter bins provided, or taken home.

### 15. SPORTS FACILITY USERS

All sports facility users must ensure that their booking includes time for changing and vacating the changing rooms.

Studded boots must not be worn on the Astro turf. Any damage caused to the Astro turf due to incorrect footwear is the liability of the Hirer. Muddy boots must be removed before entering the changing rooms. Boots can be cleaned outside the changing rooms using the boot brushes provided. Please do not bang your boots against walls.

The Astro turf goals must only be used for the purpose they have been designed for ie. Football goals for football. Any misuse and resultant damage of the goals is the liability of the Hirer.

Changing time must be included in the length of your booking.

Only the equipment identified on your 'Application to Hire' form can be used during your letting. Any additional equipment must be supplied by the Hirer. Additional charges will be levied for use of any equipment outside the lettings contract. Any damage caused to the Federation's equipment, or damage caused by the Hirer's equipment is the liability of the Hirer.

### 16. INDEMNITY AND INSURANCE

Lettings are made on the understanding that the Federation is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the Federation premises by the Hirer.

Therefore, you must: provide a copy of your insurance policy. This must cover the following as a minimum:

£2,000,000 indemnity for third party negligence relating to the public or property.

## 17. PAYMENT

- Payment is due in advance of any sessions. All invoices will be due on 1<sup>st</sup> of each month for that month's sessions.
- Payment should be sent directly to the Federation's bank account as detailed on the invoice.
- Queries relating to invoices should be made in writing within 10 working days of receipt of your invoice.
- If the invoice payment has not been made in accordance with these requirements the Federation will immediately look to suspend or cancel all further bookings. Hirers will not be allowed to use the Federation facilities until all outstanding balances have been cleared.
- If payment has not been received within 30 days of the invoice date, the Federation will commence their debt recovery procedure.
- The Federation reserves the right to seek legal advice/action to recover unpaid invoices for services the Federation has provided to a Hirer.
- Any sessions cancelled by the Hirer (inside 3 working days-notice) will be credited off the following month's invoice. If the Hirer isn't using the Federation's facilities the following month, they will receive a BACS payment on the next scheduled BACS run. BACS payments are usually made once a week.

## 18. VAT

VAT is charged at the prevailing rate and is chargeable on the lettings of sporting facilities for sporting activities unless the activity is for over 24 hours or is for a series of lets that fulfil the following criteria:

- The series of bookings consists of ten or more sessions.
- Each session is for the same sport or activity and in the same location.
- The interval between session is at least one day and not greater than fourteen days.
- The series is paid for or invoiced as a whole.
- The Hirer is a club, association, local league or school.
- The Hirer has exclusive use of the facility during the session.

## 19. CANCELLATION

From time-to-time Federation events will result in the cancellation of your booking. An alternative venue will be offered (where possible) or a credit will be placed against your invoice. Wherever possible the Federation will inform the Hirer, at the point of making the booking, that the venue is not available. Alternatively, the Federation will provide seven days-notice of any cancellations.

- The Hirer must provide the Federation with at least three working days' notice of cancellation to avoid charges, otherwise the full booking fee will be charged.
- To cancel the booking either inform the site staff who will make a note of the dates you wish to cancel, or contact the Bookings Team.
- The Federation reserves the right to cancel at short notice due to an emergency repair/situation.

## 20. CONTACT DETAILS

Rutland and District Schools' Federation  
Huntsmans Drive  
Oakham  
Rutland  
LE15 6RP  
Telephone: 01572 770066  
Email: [office@catmosecollege.com](mailto:office@catmosecollege.com)

## 21. ORIENTATION

We recommend that you arrive ten minutes before your first session in order that the Site Staff may show you the relevant facilities, emergency exits and fires alarms etc. They will also be able to answer any questions you may have.