



## The Ecclesbourne School Sport and Leisure

### **CONDITIONS AND REGULATIONS FOR THE HIRE OF ECCLESBOURNE SCHOOL SPORTING FACILITIES**

These terms and conditions set out the basis on which The Ecclesbourne School ('we' or 'us') will hire out rooms, buildings, grounds or facilities at the school ('facilities') to hirers ('you')

**Those admitted to The Ecclesbourne School must observe and adhere to the conditions and regulations.**

#### **Bookings**

1. Whether or not we accept a booking will be at our discretion and subject to availability.
2. If we accept a booking we will provide confirmation in writing.
3. Hiring may only be made by those over the age of 18.
4. All periods of hire are inclusive of setting up and setting down time. This should be taken into consideration when making bookings.

#### **Payment**

5. The price payable for hiring the facilities will be as advertised or as agreed between us.
6. All hirers must adhere to the schools one month in advance payment policy.
7. Payment is accepted by BACS.

#### **The Facilities**

8. We recommend that you inspect the facilities before making a booking to make sure they are suitable and you should not rely on photographs or descriptions.
9. During hire, fire doors and fire extinguishers should not be interfered with except if there is an emergency. All corridors, entrances and exits should be kept clear and ready for emergency use.
10. Plastic water bottles may be taken into the hired area, but food should not be taken into any area unless the management group has granted permission. Any spillages which come from a water bottle must be cleared up immediately.
11. Only service dogs are admitted within the Sports facility.
12. Changing rooms and showers should be used properly and sensibly. Any damage should be reported immediately.
13. The hirer and their group will be responsible for the safe-keeping of their belongings. Safe lockers are available in the changing rooms and can be activated by management at the reception desk.

14. I, as the hirer have read and understand the 'Fire and Evacuation Assembly Point' details sheet. I have also made these details clear to all members of my group who will be present in The Ecclesbourne School's Sports Facility whilst under my supervision.

### **Your Responsibilities**

15. We require the hirer to:

- a) Comply with health and safety legislation and with our policies and procedures.
- b) Provide us with criminal records bureau certificates, risk assessments, insurance certificates or qualifications if we think they are relevant to your booking.
- c) Obtain any licences or consents you need to use the facilities and provide us with copies.
- d) Leave the premises clean and tidy at the end of the hire period and report any damage to the management team.
- e) Not chew gum, smoke or drink (less bottled water) or sell alcohol without permission from the management team.
- f) Take into consideration the noise levels of your activity and participants, in relation to the effect it has on the surrounding residents.
- g) Not use the facilities for any purpose which is illegal or immoral.
- h) Not attach any notices or decorations to the facilities.
- i) Not bring any electrical equipment to our premises without our consent and without obtaining a PAT testing certificate.
- j) No young person, under the age of 16 should be left without adult supervision.
- k) Outdoor footwear will not be allowed in the sports hall, fitness suite or dance studio. Those participating are requested to wear appropriate dress for the activity in which they are engaged.
- l) You must arrange suitable first aid cover for the hire.
- m) Organisers are responsible for accounting for their attendees at all times
- n) Metal studs must not be worn on the Astro turf pitch. Only trainers or astro trainers can be worn. If a player is seen to be wearing metal studs or moulded boots then they will be asked to change to the appropriate footwear or leave the court.
- o) The Astro pitch goals must not be moved at any time. Do not climb on the net or goal framework.
- p) The Astro pitch central net divider must not be moved at any time. Do not climb or hang from the central net divider.

### **Insurance**

16. You must have public liability insurance in relation to your use of the facilities and we may ask you to provide us with evidence that you have insurance.

### **Cancellations**

17. Once we have confirmed your booking, you cannot cancel it.

18. If you decide to cancel a lesson or an event and will not need the facilities, you must let us know at the earliest opportunity.

19. We may cancel a booking if the facilities become unavailable or if the school closes for any reason. If we cancel a booking, we will try to arrange an alternative date or an alternative facility or offer you a refund.

20. We may terminate your use of any of our premises or equipment if we think that continued use risks injury to any person or damage to the property.

**Additional Charges**

21. We will be entitled to invoice you for:
- a) The cost of repairing or replacing any facilities and equipment that is damaged by you (fair wear and tear accepted).
  - b) A reasonable additional charge if you do not leave our premises at the agreed time

**Our Responsibilities**

22. Other than being responsible for death or personal injury caused by our negligence, we will not be responsible to you or your guests for any damage or loss including, but not being limited to, any damage to personal property or any losses resulting from the cancellation of a booking.
23. The management group reserves the right to refuse admission, or to evict any person from the hired facility and/or school grounds.
24. Under no circumstances will the management group accept responsibility for, or liability, in respect of any damage, theft or loss of any property, goods or other articles placed, deposited, brought into or left upon the premises either by the hirer, for his or her use or purpose, or by any other person.
25. The management group will retain your details for the purposes of managing your booking. It will do this in a way that is compliant with the principles of the Data Protection Act 2018 and the European General Data Protection Regulation in that booking data:
- a) will be retained in a secure manner
  - b) will be retained for the period of the booking only
  - c) will not be shared with any third party without your permission

**Other Important Terms**

26. Only you and we will have any rights in connection with a booking.
27. These terms and conditions are governed by English law and we both agree to submit to the exclusive jurisdiction of the English courts.
28. Guests and other visitors should be made aware of these conditions and regulations.

***I hereby apply for the use of the facilities detailed above, in accordance with the scale of charges agreed and the conditions and regulations if hire. I undertake to ensure that the charges are paid and that the hire conditions and regulations are properly observed. I understand that the fee remains payable if the booking is not honoured.***

***I agree to indemnify The Ecclesbourne School against all actions, claims and demands by all who suffers or sustains any loss, damage, injury or death, arising out of, or as a result of, the use of the hired facility, or any person authorised by me to use the facility, due to my negligence, or on the part of such authorised person, during the period of hire.***

Fee agreed..... Date ending.....

Signed..... Printed..... Date.....