

Terms & Conditions for the Hiring of Facilities at Helston Community College

Definition of Terms

Terms: means Terms & Conditions.

Academy: means Helston Community College and also (where the context permits) anyone the Academy assigns to act as a sub-contractor on behalf of the Academy.

Premises: means any land or buildings owned by Helston Community College, both North and South sites.

Booking Form: means the online booking form or any other means of booking approved by the Academy.

Hirer: means the person, organisation, club, firm or company with whom the Academy agrees a contract with for the use of its premises. The definition of hirer extends during the period of hire to any third party person under the control of, connected with or on Academy premises with the consent of the hirer.

Equipment: means any equipment under the ownership, possession or control of the Academy or otherwise present that is made available to the hirer for use in connection with the booking.

Facilities: means that part of the Academy as stated on the booking form.

Hire Charge: means the cost of hiring the facilities as specified on the booking form together with any additional charges incurred due to loss or damage for which the hirer is responsible for.

Hire Period: means any and all periods of time during which the hirer is permitted to use the facilities as stated on the booking form.

Payment Request: the process by which the Academy will request and in turn will require payment for the hire.

Regular Hire: means hire on a regular basis over a set period of time as agreed on the booking form.

General Terms

The terms set out in this document will apply to all hirers. These terms shall prevail unless expressly varied in writing by the Academy. The Academy may issue supplementary terms which will be an addition to and not a replacement of these terms.

If any provision contained within these terms are found to be invalid, unenforceable or illegal, then these elements shall be removed from the remaining terms. The remaining terms will remain valid to the fullest extent as permitted by law.

If, the Academy do not exercise any of the rights or remedies stated within these terms, that will not mean that the Academy have waived such rights or to these said remedies.

A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights or Third Parties) Act 1999.

These terms shall be governed by English law and hirer and the Academy agree to the non-exclusive jurisdiction of the English Courts.

The Academy reserve the right to change these terms as they require, the latest version of the terms will published on the Academy website, within the booking section.

1. Applications to Hire

All correspondence and applications for the hire of Academy premises must be made using the on-line booking system, which can be found on the Academy website (booking section). Further support, if required can be requested by emailing bookings@helston.cornwall.sch.uk The Academy reserves the right not to accept any applications for hire at its sole discretion. On the first occasion an applicant makes a booking request, they will be required to complete a hirer's details return on the Academies online booking system, applicants will then be able to create a password to bypass this requirement when making further bookings. As part of this process if it is identified that further information is required then the booking application will not be secured until such information is provided by the applicant. The Academy reserve the right to request regular hirers to update their details form as required, for example in light of changes in legislation.

2. Hirer

The hirer must be over 18 years of age and shall be the person with whom the booking shall be agreed. This person shall be responsible for the payment of the hire and other fees payable in respect of the hiring, for example additional fees due to damage and for the observance and performance in all respects of the terms associated with the booking. Any hirer under 18 years of age will require a parent or responsible adult to apply on their behalf. The Academy, at its discretion may require said parent or responsible person to be present for the duration of the hire period.

3. Fees and Charges

Payment shall be made in advance at the point of booking using the on-line booking system. Special arrangements may be made for regular hire payments, if you believe this applies to you or your organisation then please contact bookings@helston.cornwall.sch.uk The Academy has the ultimate discretion whether a special payment arrangement will be applied to a booking and therefore previous payment records will be taken in to account.

Fees for the hiring of facilities will be published on the Academy website and can be found within the booking section. These will be reviewed annually each September. These set fees to hire facilities, will be applied to all bookings.

In the event of damage occurring during the hire, the Academy will assess the cost of the repairs. The hirer will be advised of the costs and be requested to make the additional payment, this payment must be made within fourteen days of the hirer been made aware of the additional cost. In the event the actual costs for completing the required repairs are more or less than the assessed cost, then the hirer will either receive a credit or be requested to pay the additional fee. The Academy will do it's utmost to keep repair costs to a minimum.

The Academy reserves the right to refuse access to the premises if outstanding fees have not been paid, including those associated with additional damage costs or if the hirer as not fulfilled all of the terms as set out in this document.

The Academy also reserves the right to refuse any future bookings from any hirer.

4. Cancellation of Hire

4.1 By the Academy

The Academy reserves the right to cancel any hire at any time, without notice, where it is deemed necessary for emergency reasons out of the Academies control, for example extreme weather. In the event a hire is cancelled for this reason any fee already paid will be refunded to the hirer. The Academy shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring. For planned events which in turn will make the hire of facilities unavailable to the public, for example a school event. The Academy will endeavour to make sure these dates are not available for hiring via the on-line booking system.

4.2 By the Hirer

In the event of cancellation, the hirer will be required to provide seven full days' notice. If the period of notice is less than seven days the hirer will be required to pay the full fee and not receive any form of credit for this booking. Cancellation must be made in writing to bookings@helston.cornwall.sch.uk

5. Academies Right of Entry

The Academy (or any sub-contractor acting on behalf of the Academy) reserves the right to enter any portion of the hired premises at all times on producing evidence of their identity.

6. Unlocking & Locking Up

In all cases a member of the Academies staff will be responsible for unlocking and locking up and also setting any associated security devices for the Academies facilities/premises at the beginning end of the hire period.

7. The Preservation of Order

The hirer is responsible for the preservation of good order during the hire period and for any damage that may be done to the property during the period of the hire. To help reduce the risk of damage, no nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. The hirer must also ensure the correct footwear for the surface is worn at all times.

At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring.

The hirer is expected to highlight any damage they has happened during the letting period to a member of the Academy staff before leaving the Academy. If this is not possible then the damage caused should be reported via bookings@helston.cornwall.sch.uk Any damage which has not been reported but is subsequently identified by the Academy will be photographed and the hirer will be contacted. Any fee for repairs will be at the hirers' costs.

8. No Smoking Policy

The Academy operates a no smoking policy. Smoking is not permitted on the premises or anywhere else on the site. The hirer is asked to abide by these regulations.

9. Alcohol

Alcohol shall not be sold or consumed on Academy premises, unless written approval in advance has been obtained from the Academy, and the appropriate licence obtained from the licensing justices.

10. Licensing

The premises hired shall not be used for cinema showings, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant District Council as licensing authority or any other statutory body unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence. Information about licence requirements can be found here:

<https://www.cornwall.gov.uk/business-trading-and-licences/licences-and-street-trading/>

<http://www.ppluk.com/>

A copy of any licence obtained must be provided to the Academy in advance of the event date.

11. Copyright

The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the Academy to use the premises shall be immediately cancelled and the Academy shall have the right to recover fees, charges or any other payments referred to in these regulations. The hirer shall indemnify the Academy from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on the premises.

12. Gaming/Gambling

No gaming or gambling is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is available from the Academy, if a copy is required please email booking@helston.conrwall.sch.uk The hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed themselves the opportunity of inspection.

13. Entertainment Programme

The hirer, if called upon to do so by the Academy, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Academy. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

14. Children's Entertainment

The following provisions of section 12 of the Children and Young Persons Act 1933, if applicable must be strictly adhered to by the hirer.

Where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate,

and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.

Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment they shall take all reasonable steps to secure the observance of the provisions of this section.

If any person on whom any obligation is imposed by this section fails to fulfil that obligation, they shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.

A constable may enter any building in which they have reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

15. Safeguarding Children

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff/volunteers working on the premises in order to safeguard and protect children, including undertaking, at its own expense, an Enhanced CRB Disclosure (or any other required statutory check) for any staff/volunteers who work with children or on the premises on a regular basis ('regular' has been defined by the Department for Education (DfE) as 3 or more times in a 30 day period or an overnight stay or unsupervised contact with children).

Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff/volunteers to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the DfE guidance called 'Safeguarding Children and Safer Recruitment in Education' (last updated April 2018) and any subsequent legislation/regulations. The hirer must state in any correspondence or advertising to parents that the activity is not run by the Academy, the Academy does not endorse any of the clubs, groups or organisations who are party to this Agreement, the Hirer and prospective users should make such checks as are prudent to determine their suitability. The hirer, if applicable must attach their child protection policy when making an application to hire for the first time.

16. Catering Services

Catering and catering facilities are not normally available under the Academies hiring agreement. Hirers wishing to use the main school kitchen must make this known by contacting the Academy via booking@helston.cornwall.sch.uk

All hirers who wish to use the main school kitchen to produce meals will require a member of the catering staff to be present throughout the hire (be this school staff or third party catering provider). The hirer will be liable to meet the cost involved. This attendance is necessary in order to meet the obligations under the Health and Safety at Work etc Act 1974.

Supervision will not be required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must however:

- Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

The Academy also has a Food Technology room, again if you wish to hire this facility please contact booking@helston.cornwall.sch.uk All points above listed above in section 16 will apply to this room, except that a member of the catering staff will not need to be present throughout the hire (be this school staff or third party catering provider).

17. Vehicle Access and Parking

Vehicle access and car parking does not constitute part of any hire agreement and hirers should only park on site as directed by the Academy staff or premises signage. The hirer, participants and spectators must not park in such a manner to block emergency access, rights of way for local residents or to cause any nuisance or disturbance to neighbours.

Disabled bays are for those users who are in possession of a valid and properly displayed disability blue badge. The Academy cannot be held responsible for any damage or theft to cars parked on the premises.

Hirers parking on the premises should observe all speed restriction notices and associated vehicular notices.

18. Furniture and Equipment

Furniture (other than chairs in the hall areas) shall not be moved except by prior arrangement with the Academy. If the hirer requires certain layouts for example in the hall spaces this may incur an additional charge, these charges can be found on the Academy website, in the booking section.

19. Electrical Systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent from the Academy. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

20. Stage and Spot Lighting

If stage lighting and spotlights are required, it must be clearly stated on the booking form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on will be levied for the use of stage and spot lighting. The Academy are unable to provide anyone for operating either spot lighting or stage lighting.

21. Fire Regulations and Fire Exits

Hirers must not block or obstruct any fire exits, tamper with or move fire safety equipment.

In the event of a fire alarm sounding please DO NOT USE ANY LIFTS.

Hirers under no circumstances may bring fireworks, pyrotechnics, gas containers or any appliance which when being used has a naked flame onto the premises unless prior permission from the Academy has been granted.

Hirers shall follow all safety instructions given by Academy staff and immediately exit the facilities should the fire alarm sound. Academy staff will make the hirer aware of the muster point. It is the responsibility of the hirer to account for all persons attending during their hire period.

21.1 Wheelchair Users

All facilities hired by the Academy are either outside or based on the ground floor so easily accessible for wheelchair users.

22. Capacity Figures

The capacity figure stated below must not be exceeded under any circumstances and the hirer must ensure these are strictly adhered to.

Area	Standing	Audience Seating	Table Seating	Physical Activity
Main Hall	400	250	200	n/a
Activity Studio	n/a	n/a	n/a	30
Meeting Room	n/a	n/a	28	n/a
Sport Hall (Full Size)	n/a	n/a	n/a	50
Badminton Court	n/a	n/a	n/a	4 per court (16 all four courts)

23. First Aid

First Aid cover is NOT included in the hiring of facilities. The Academy cannot guarantee but will endeavour to ensure a suitably qualified first aid person is on duty during the hire period and in such cases where First Aid assistance is required, will provide first aid equipment or contact the emergency services.

The Hirer should arrange for first aid qualified personnel to be available in the case of medical emergencies during the hire period.

24. Health & Safety

It is the responsibility of the hirer to check and risk assess the facility before use. If anything seems dangerous it must be reported immediately to the Academy staff and in turn the facility should not be used until either a repair is made or the Health and Safety concern is made safe, this may include being moved to an alternative facility if appropriate.

24. Additional Health & Safety Regulations for the Hire of Playing Fields/Synthetic Turf Pitch/Open Spaces

No warranty is given by the Academy that any outdoor facility is fit for the use proposed and the hirer must satisfy themselves as to its suitability and take all reasonable precautions for the safety of all persons likely to use the playing fields, synthetic turf pitch or open space during the period of hire.

The hirer shall be responsible for supervising the behaviour of all persons using the outdoor facilities and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

No lines are to be marked on any outdoor area without the specific consent of the Academy.

The hirer shall not allow the outdoor area or a part thereof to become fouled by dogs. Dogs (other than Guide Dogs) are not permitted anywhere on the premises or grounds.

25. Indemnity and Insurance

For those hirers who would not be expected to have insurance, for example private individuals, these hirers and the individuals that are covered by their booking will be insured under the Academies RPA insurance during the period of the booking.

For organisations affiliated to professional bodies, including those affiliated to national sporting bodies, these hirers will be required to provide their own insurance and to that end will be required to provide details of the said insurance to the Academy.

26. Data Protection

In compliance with the Data Protection Act 1998, information collected from hirers will be added to Academies online database. The Academy may also use this information for administrative and service communication purposes. All information will be treated confidentially and will not be shared with other organisations. For further information on how the Academy holds your personal data, please contact bookings@helston.cornwall.sch.uk

27. Other General Rules and Regulations When Hiring Facilities from the Academy

The following rules and regulations must be abided by all persons hiring the Academies facilities. Failure to do so could result in the termination of booking and billing for any damage that is caused as a result.

- All hirers must undergo an induction of the facility hired before use
- All hirers must carry out their own risk assessment for use of the facility hired suitable for the purpose of hire
- Please respect the facility at all times
- No chewing gum and no spitting or swearing is permitted anywhere on the Academy site at anytime.
- No dangerous objects to be brought onto the Academy site at anytime
- All litter must be deposited in the bins provided

- Please leave the facility as it was found
- The Academy will not be held responsible for any loss or damage to personal equipment or belonging's, please ensure that you store these items securely, you will be responsible for your own lost/found property
- Parking is only permitted during your period of hire
- You will not be permitted to enter the facility hired until your allocated time slot and must leave promptly at the end of your session, please allow for setting up and packing away time when making your booking
- Any electrical equipment that you provide for use during the period of hire for your club/class, such as music systems or laptop computers must have a current PAT Test certificate and can only be used with prior agreement at the time of booking
- Sports clubs are required to provide their own light equipment, for example footballs, marker cones etc. The Academy will not be able to supply this equipment as part of the hire.
- Any user group with parents or spectators present during their period of hire must provide them with a code of conduct and police accordingly.

28. Rules of the Use When Hiring Specialist Facilities at the Academy

The following rules and regulations of use must be abided by all persons using the Academies specialist facilities. Failure to do so could result in a termination of booking and billing for any damage that is caused as a result.

- Activity Studio: Only specialised footwear to be worn in this facility.
- 3G Surface: Recommended footwear are, moulded studs, plastic studs/screw in (less than 13mm), synthetic turf trainers, blades or boots with metal or metal tipped studs. Flat soled trainers are not recommended.
- 3G Surface: All studded training shoes/football/rugby boots must not be worn on the footpaths leading to or in and around the 3G pitch
- 3G Surface: Football goals must be returned to their original position after every session in line with instructions given at the induction.
- 3G Surface: When hiring one half of the 3G please ensure that you use only one half, the dividing nets should be used to mark your area.
- 3G Surface: In the event footballs need retrieving from the compounded Nursery area, then the academies on duty member of staff should be contacted to retrieve them.
- Sports Hall (inc. Badminton Courts) & Activity Studio: No food or drink should be consumed on the activity or playing surfaces. All food and drink, including packaging, must be removed from the area by the hirer.
- Sports Hall (inc. Badminton Courts): No black soled shoes should be worn.
- Playing Fields/Open Spaces: No warranty is given by the school that the field or open space is fit for use proposed and the hirer must satisfy themselves as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.
- The hirer is only permitted to use the space at the College that has been pre-booked, e.g. if the Badminton Court is booked, this does not include use of the changing rooms and showers. Please note that the hirer is expected to respectfully leave the premises promptly at the end time of the booking.