

## Conditions of Hire and Use

*“The School” means Cockermouth School.*

*“The premises” means the building and grounds which the hire or use of facilities takes place.*

*“The hirer” means the person and organisation who has submitted an application to hire or use facilities.*

The following conditions must be complied with by all hirers. Failure to do so may result in the withdrawal of the booking and forfeiture of any charges already paid. Where specific codes of practice exist, e.g. for particular sports or other activities in affiliation with a national or governing body, these should be adhered to.

Activities must be confined to the times and areas of the premises which have been approved and all areas used should be left as found. The hirer shall not transfer, assign or sub-let any part of the premises or equipment hired.

The use of kitchen facilities and services may be permitted in certain circumstances and may require the presence of the School’s Catering Contracts staff for which an appropriate charge will be levied. If an activity involves the use of kitchens for teaching purposes then the tutor must hold an appropriate qualification or certificate in food hygiene. Catering Services can be provided by the School Catering Contractors and will be charged according to requirements. For further information please contact the Bookings Team

The use of equipment (e.g. pianos, gym equipment, PC equipment, OHP, screens, flip charts etc) may incur additional charges and is subject to approval of the Booking Team.

Bookings of a coaching/teaching nature will only be granted where the appropriate coaching qualifications from the recognised sport or coaching body or association are held. The School reserves the right to inspect such qualifications.

*‘Child Protection Legislation (Children Act 2004)’* requires The Hirer of the facilities to be responsible for ensuring that all groups that contain minors will be supervised in accordance with this Legislation and that any vulnerable adults will be supervised in accordance with the Safeguarding Vulnerable Groups Act of 2006

It is the responsibility of the hirer to ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor studded boots or Astroturf shoes and track shoes are mandatory. Cultural differences and the specific needs of disabled people will be respected.

Portable electrical equipment may only be used in the premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period. Information on PAT testing certification can be obtained from the British Standards Institute.

The hirer shall appoint a competent and responsible person “person in charge” who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the School. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. The person in charge will be responsible for completing and signing any attendance log.

The hirer is responsible for any damage to the School's property and for the conduct of the members of the organisation/club during the period of use. Alterations to the premises, such as the fixing of apparatus and equipment or decoration are prohibited unless agreed in writing by the School. Repairs required as a result of damage to the premises will be charged to the hirer. The School will accept no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to the Site Management Staff, Reception Staff or Booking Team where possible.

The Bookings Team or Site Management staff will be responsible for informing the hirer and person in charge of any uncontrolled hazards which may pose a risk to the members of any group using the facilities, and which may not be readily identifiable by the hirer and person in charge (e.g. damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc).

The School will not be liable for any damage, injury or loss of property brought to or left in the premises or the premises' car park by persons using the premises.

The hirer and person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures, the position and use of fire appliances and Fire Exits. Details can normally be obtained from the Bookings Team or Site Management staff when on duty or ahead of the booking. Persons in charge should be aware of the location of the nearest telephone in case the premises telephone is not immediately available. It is the responsibility of the hirer to arrange for First Aid Facilities/Personnel throughout the duration of the hire.

The hirer shall be responsible for securing any permits required for the performances of copyright work. The School will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body. With any hire involving the sale of goods, the hirer is responsible for ensuring that the correct licence, if required, is obtained.

The hirer is prohibited from granting broadcasting rights without the prior written consent from the School. The School reserve the right to be party to any negotiation and to the terms and conditions reached. The School will reserve the right to stipulate how the premises shall be referred to in all literature and publicity. Third party advertisement within the premises is prohibited without prior written approval by the School.

Subject to the conditions imposed by the School, alcohol may, on certain occasions, be served, *not sold*, in the premises. The hirer should contact the Booking Team for advice.

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the hirer for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

The hirer shall indemnify the School against all costs, expenses, liabilities, injury, loss or damage howsoever arising due to any act or omission of the hirer, or any of his agents, volunteers or staff in connection with the hire of the premises or the activities carried out during the period of let.

The hirer must obtain and maintain in force a policy of public liability insurance to cover such indemnity. Such insurance shall be for the minimum sum of £5 million in respect of any one incident. The hirer must exhibit to the School if requested, a certified copy of the insurance policy and evidence that all premiums are paid and up to date.

Written notification of cancellations must be received by the Booking Team a minimum of seven days before the day of the booking for facilities. Failure to provide this will result in the customer being charged the full amount of the booking value.

Block Bookings are accepted on the basis that a maximum of 26 weeks only can be booked per activity at any one time, any deviation from this will require prior agreement by the School. Payment arrangements will be agreed at the time of booking. If the hirer fails to comply with these payment arrangements, the School may cancel and reject any future bookings.

Deposits terms differ depending on the type of booking being made. It is the responsibility of the hirer to familiarise themselves with these terms and conditions prior to hiring or using School premise.

Catering booked via The School Catering Contractor is subject to their full terms & conditions. The sample menus are provided as a guide only. The catering service we provide can be tailored to suit your specific circumstances. Ideally we would request one weeks notice for all hospitality bookings, we will however endeavour to accommodate. A fixed fee of 50% of the original cost will be charged if less than 24 hours notice of cancellation is given.

If you are considering making application for a Block Booking for the purpose of sport or recreation, then you may qualify for VAT exemption if the following criteria is met:

- *The hire is to a club, association or organisation representing affiliated clubs or constituent associations and*
  - *The block booking consists of 10 or more sessions;*
  - *Each session is for the same sport or activity;*
  - *Each session is in the same venue (a different court, lane or pitch or a different number of courts, lanes or pitches is acceptable);*
  - *The interval between each session is at least one day and not more than 14 days. The duration of the session may vary but there are no exceptions to the 14-day rule;*
  - *All sessions must be paid for even if unused/cancelled and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is exercised. Provision for a refund/non payment agreed by the School in the event of unforeseen circumstances leading to non availability of the facility would not affect this condition;*
  - *The hirer has exclusive use of the facilities during the sessions.*

If *all* these conditions are not met, VAT will be charged at the standard VAT rate at the time of the hire - for the whole booking.

Smoking is prohibited in all School premises.

The following items must not be brought onto the School Site unless specific prior agreement is given by the School:

- Butane, Calor or other gas canisters.
- Animals.
- Gas filled balloons, confetti or paper streamers.
- Inflammable materials or articles of an explosive nature.
- Furniture, apparatus, appliances or electrical items.

No alterations, additions or variations are to be made by the Hirer to part of the Premises.

Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.