

ITCHEN COLLEGE COMMUNITY FACILITIES HIRE

CONDITIONS OF HIRE

Hire of and Use of Facilities Conditions

Facility User(s) - All our facilities are available for hire, bookings are payable in full in advance unless agreed otherwise by the Manager. The booker must participate in the activity booked, or nominate a qualified 'responsible person' who will be responsible for the safe and proper undertaking (in line with the sport's Governing Body Guidelines if appropriate) of the activity and equipment used. The set up and take down of equipment associated with a booking will take place within the period booked. The hire charge includes the use of lights, changing and showering facilities and the use of post and nets (where appropriate). Additional equipment for hire is also available at a charge.

Booking Times - These shall include preparation and clearing up. Unless stated, a reasonable period will be added on the actual duration of the event programme to account for preparation and cleaning up activities. Preparatory operations will only be allowed to commence before the hire of booking with the agreement of the Management.

Events should start and finish in the time agreed with the Manager. Hirers that over run the agreed time will be charged for facility hire for every hour (or part thereof) plus the wages for the staff at the appropriate rate.

Payments – All bookings are subject to payment in full in advance of play unless agreement to invoice for such bookings has been agreed with the Manager. Invoices must be paid within 30 days of receipt and will be subject to a late payment fee if not paid by the due date.

Payment for non-invoiced block bookings must be made on the day, before the hire commences and facilities are accessed unless payment has been made in advance. In the event that a debt is incurred in relation to any such booking and that payment is not received to settle any block booking debt within 5 working days of the booking date the block booking will be cancelled.

The charges payable by the Hirer are for the use of amenities and for the services of a Duty Manager, Centre Assistant and Receptionists. The facility staff will prepare and set out prior to the event the equipment for use, but if additional services are required the Hirer must meet these. If adequate additional personnel cannot be provided they can be engaged through the Manager but the Hirer will be recharged the wages of those personnel employed.

Cancellation of Facility – All bookers are required to give a minimum of 48 hours' notice of cancellation of court / hall / pitch / classroom booking/s to enable a refund (or booking transfer if relevant) to be processed. No refund (or booking transfer) will be allowed for cancellations made within the 48 hours' notice period. Cancellations can only be made by telephoning the Itchen College Sport Centre on 02380 448787

Cancellation of Events and Block Bookings - Cancellation/ transfer of a whole event or block booking with less than 14 days' notice will be subject to a charge equivalent to 25% of the total fee. Cancellation/transfer of a whole event or block booking with less than 7 days' notice will be subject to payment in full of the total fee. Cancellations/transfer of whole events or block bookings must be notified in writing (email) to the sports centre manager bwhitemore@itchen.ac.uk

General Conditions

Sporting Dress and Footwear - Appropriate sporting dress (including upper torso clothing) and footwear must be worn at all times. Hirers must change into non marking trainers (where appropriate) before using the facilities.

You must not:

- Abuse the equipment or facilities of Itchen Sixth Form College. Any wilful, negligent or deliberate damage to Itchen Sixth Form College's property must be paid for.
- Behave in a disorderly, violent or rude manner or in a manner, which causes or is likely to cause offence or distress to other members, guests or staff or put other users at risk of harm through the hirer's negligence.
- Bring alcoholic or intoxicating liquor, narcotics, or other mood altering substances onto Itchen Sixth Form College's facilities, or consume them at Itchen Sixth Form College's facilities.
- Smoke on the college premises
- Book facilities on behalf of others, unless specifically authorised to do so.
- Sub-let the facilities
- Book a facility and fail to attend the booking.
- Book a facility on behalf of a group and fail to attend the booking yourself unless a nominee is appointed.

Itchen Sixth Form College reserves the right to refuse admission; to ask you or your guest to leave, if we reasonably believe that you or your guest is in breach of any of the above. In the case of suspension, this will normally be until the cause of complaint has been investigated and the hirer notified of the outcome or if equipment replacement has been paid for, as applicable.

The Loss or Damage to Personal Property – Itchen Sixth Form College does not accept responsibility or liability for any damage to, loss of or theft of any property or articles or things whatsoever, placed at Itchen Sixth Form College or any part thereof by the hirer(s) or their guests.

All items of lost property will be logged by Itchen Sixth Form College and held in the facilities for no more than 2 weeks. For hygiene and/or safety reasons, certain items will be disposed of immediately.

Injury - The College shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any hirer(s) of Itchen Sixth Form College facilities however such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of Itchen Sixth Form College or its employees. Lack or inadequate supervision of the use of any equipment, amenity or facility shall be deemed not to be negligence on the part of Itchen Sixth Form College or its employees unless such supervision has previously been expressly arranged with Itchen Sixth Form College.

Breach of Condition - In the event of any breach of these conditions hirer(s)) may be required by the Manager to leave the facility and will forfeit the charge paid by such hirer(s) for entry to or use of the facility. Such action shall be without prejudice to any other rights which Itchen Sixth Form College may have against such hirer(s) by virtue of these breaches.

Car Parking – Itchen Sixth Form College does not make any claim or warrant as to the safety of the car park and any motor vehicles are left at entirely at the owner’s risk.

First Aid - All accidents/incidents must be reported to a member of the Itchen Sixth Form College staff. Staff will complete a confidential accident and first aid report and hirer(s) must comply with any requests for information to complete this report.

Emergency Situation - On hearing the fire alarm all hirer(s) must leave the facility. Itchen Sixth Form College staff will direct you to the nearest assembly point and only on their instruction can you return into the building.

Public Liability Insurance

Organisations must take out and maintain suitable and sufficient insurances to comply with the Employers’ Liability (Compulsory Insurance) Act 1969 and the Employers’ Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment and Public Liability Insurance being insured for a minimum of £5 million pounds in respect of claims arising out of any one occurrence. Organisations must, if requested to do so by the Head of Sport or their nominated representative provide a copy of their Certificates of Insurance or letter from their Insurance Broker. Organisations shall be liable for and shall indemnify Itchen Sixth Form College against any expense, liability, loss, claim or proceedings whatsoever, arising under any statute or common law in respect of personal injury or death of any person whomsoever or any damage to property or any damage to any real or personal property arising out of or in the course of, or caused by the carrying out their activities, except to the extent that the same is due to any act or negligence on the part of Itchen Sixth Form College.

Disclaimer

It is the hirer’s responsibility to follow Health and Safety notices and the instructions of Itchen Sixth Form College Staff and provide, on request, relevant health & safety information regarding incidents. We reserve the right to:

- Make any reasonable changes to these Terms and Conditions at any time provided we give you notice of change by displaying the revised Terms and Conditions on the Itchen Sixth Form College web site and/or on noticeboard(s).
- Revise the availability of certain facilities on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment and special functions and holidays.

The charges payable by the Hirer are for the use of amenities and for the services of a Duty Manager, Centre Assistant and Receptionists. The facility staff will prepare and set out prior to the event the equipment for use, but if additional services are required the Hirer must meet these. If adequate additional personnel cannot be provided they can be engaged through the Manager but the Hirer will be recharged the wages of those personnel employed.

Noise

The Sports Centre is situated in a residential area; the hirer must ensure that all persons leaving the centre do so quietly and with respect for the local residents. The operation of any radio set, gramophone, tape recorder, amplification equipment or similar instrument, however amplified shall not be carried out without consent of the Manager.

Broadcasting/Television or Photographs

For the absence of doubt, no broadcasting or television personnel or person connected therewith may enter the premises for the purpose of broadcasting or television coverage or taking photographs without prior consent of the Manager.

Advertising

No person shall place, fix or exhibit any advertisement in or upon any part of the facility without having obtained the prior consent of the Manager.